

Modo Kitchens PTY(Ltd) further referred to as MODO. The parties to this agreement are CUSTOMER and MODO .

CUSTOMER represents that he/she has the legal authority and right to enter into this contract and that he/she agrees to keep the property and improvement free from any obstructive or conflicting claims that would interface with MODO's work or performance under this contract. MODO hereby agrees to design, manufacture cabinets, install cabinets, or other woodwork specified for living spaces inside and out as agreed with Customer. MODO agrees to professionally install the designed work and the Customer agrees to meet the requirements below and make payment accordingly.

All cabinets are custom made to the Customers order (see Design Sign-off and Plan Sign-off) and can therefore not be changed in dimensions, colour and/or layout after the plan/design has been signed off

Both parties agree NO modification to the contract shall be enforceable unless it is in writing and signed by both parties.

☐ FORCE MAJEURE: delays caused by floods, strikes, illness, labor disputes, backordered material, accidents, acts of God or other causes beyond the reasonable control of MODO shall excuse or extend the time for performance of the contract. CUSTOMER has provided for such property damage insurance, as he/she feels adequate. This especially pertains to delivery time in rainy weather. No cabinets shall be delivered in rain as this will damage your cabinets

PROFESSIONAL INSTALLATION (If Applicable):

MODO is registered and insured according to the Laws of South Africa for the Sale and Installation of Cabinets and Countertops. We employ professionally trained Carpentry workers in the countertop and cabinet trade. We provided professional workmanship, ethics, and sound business practices for over 20 years.

CUSTOMER'S RESPONISBILTIES

Preparation:

CUSTOMER agrees to have all work areas broom cleaned and ready for the installers when they arrive.

CUSTOMER is responsible for providing proper temperature and conditions at the job site. CUSTOMER is aware that wood products can be adversely affected by water, and hereby accepts responsibility for any damage occurring as a result of adverse job site conditions.

Unless otherwise specified, CUSTOMER's responsibility includes the removal of all furniture, fixtures, everything from cabinet, drawers, and appliances so that the MODO shall have clear access to the work area. MODO is not responsible for damage to furniture as a result of moving.

CUSTOMER understands that installing cabinets/countertops is a construction project and agrees to vacate the work area during the project.

CUSTOMER understands that installing cabinets/countertops is a construction project, which, in process, may disclose unforeseen barriers to proper completion of the contracted work. Any unforeseen repairs to, or preparation of, the job site are not the responsibility of MODO . Any additional work as a result of unforeseen repairs will be priced and agreed to prior to doing additional work. CUSTOMER agrees to pay for this additional work upon completion of work.

CUSTOMER agrees that any injuries that occur as result of the CUSTOMER not vacating the area will not create liability on the part of MODO .

CUSTOMER is aware that installation or removal of wood products may create dust in the air.

CUSTOMER has taken such precautions, as he/she feels adequate to protect the surrounding area from such dust. MODO shall not be held responsible for any damage resulting from dust nor shall MODO be responsible to clean up dust in other than the area of the installer's work area.

CUSTOMER understands that during the installation, some damage to walls/trim or ceilings may occur. MODO will not be held responsible for repairing, replacing and/or painting of these items. Spesific to this will be water pipes and electrical cables. It will be the duty of the Customer to disclose whereabouts of these to MODO befor installation

Modo DOES NOT install Countertops. However Modo will make sure that the installation time with the countertop company is communicated in a timely fashion to avoid any further disruptions in the workplace. However MODO will not be held liable for the timing and installation of the countertop by a third party

SELF-INSTALLATION

MODO will not be responsible for any damage to materials caused by CUSTOMER or CUSTOMER's agent.

MODO must be notified of any pre-existing damage within 24 hours of delivery or pick-up; otherwise, no exchanges will be allowed.

MISCELLANEOUS:

MODO will not be responsible for any required plumbing (Dishwasher, Sinks, Computers, Technology etc.) gas, appliances, paint, flooring, wall brackets for supporting granite tops unless incorporated in the scope of work, or electrical work (Hood, Range, Oven, Outlets, Switches, etc.). Work as in removing, relocating, reconnecting and/or adding plumbing or electrical must be done by a licensed plumber or electrician. Hired by the CUSTOMER.

MODO will not be responsible for installation of appliances as well as other construction, plumbing, electrical or other trade work.

CUSTOMER accepts responsibility for materials delivered to job site in good order by MODO or his suppliers and agrees to provide protection against theft and damage from the elements.

CUSTOMER accepts that there is no warranty or guarantee on the re lamination or over laminating of any product or material.

PAYMENTS:

CUSTOMER agrees to make all payments in accordance with the terms set out on the Invoice. A deposit of 60% towards the job at signing of the contract, 30% on delivery and the balance on Signing off/completion

CUSTOMER further agrees that any payments not made timely, will result in delay in installation until paid in full. CUSTOMER also agrees that non-payment of all or any part of the agreed upon amount shall render all MODO's warranties null and void.

If payments are not made according to the schedule MODO has the right to stop work on a job until payment is made. MODO has the right to cancel the job at any time without penalty. If MODO cancels the contract, he/she agrees to refund any portion of the CUSTOMER's deposit/payment that pertains to products not yet delivered and/or services not yet rendered.

CUSTOMER understands that any changes which are to be made to the agreed upon plans and specifications, may result in additional costs of labor or materials or both. CUSTOMER agrees to pay such additional costs upon presentation of billing by MODO .

All prices that are based on plans or measurements provided by CUSTOMER are subject to increase in the event of any inaccuracies therein.

CUSTOMER understands that wood cabinets will wear and scratch, and granite countertops may chip with misuse, and understands that maintenance is the customer's responsibility. Kindly refer to your cleaning instructions.

If a dispute arises from or relates to this contract or the breach thereof and if the dispute cannot be settled through direct discussion within 30 days, the parties agree to solve the matter through the mediation, Adjudication, and/or Small Claims/Special Civil court system in the Pretoria Jurisdiction.

CUSTOMER understands that if any portion of this contract is illegal or unenforceable it will not render the contract null or void and all other terms will remain in effect.

Signed at _____ on this _____ day of _____ 2019

Consumer name: _____

Signature: _____

Signed at _____ on this _____ day of _____ 2019

On behalf of Modo Kitchens: Stefan Fourie

Signature: _____



INSTALLATION CONTRACT