

QUOTATION & SALES ORDER

CONTACT INFORMATION

Owner/ Phone # Brad Bars/615-349-4001
 Contractor/Phone # Garrett Sickels /1732-241-2078
 Jobsite Contact/Phone # Garrett Sickels /1732-241-2078
 Jobname 5553 Knob
 Address 1 Nashville
 Address 2 Nashville
 Owner Email bradbars31@gmail.com
 Contractor Email gsickels@creativedevelopment.org

DATE: 10/25/2024

SALES DESIGNER: Matt Winsett (931) 637-2748

SERVICE TYPE: Delivered & Installed



OPUS

MORE WITHIN

Item	Description	Qty	Cost Ea	Extended
	Cabinets feature all wood construction, Blum soft-close doors and full-extension drawer glides, dovetailed hardwood drawer boxes, and baked on factory finishes. Cabinetry selections as per the attached drawings.			
Kitchen	Fabuwood Allure Luna Dove Perm/Luna Timber Island	1	\$23,536.00	\$23,536.00
Half Bath	Fabuwood Allure Luna Indigo	1	\$2,228.00	\$2,228.00
Master bath	Fabuwood Allure Luna Timber	1	\$2,705.00	\$2,705.00
Bath2	Fabuwood Allure Luna Dove	1	\$2,770.00	\$2,770.00
Bath3	Fabuwood Allure Luna Dove	1	\$2,286.00	\$2,286.00
Laundry	Fabuwood Allure Luna Dove	1	\$2,175.00	\$2,175.00
	Price includes allowance for Top Knobs hardware, installation, and applicable taxes.			\$0.00
	Cardboard Removal from jobsite Not Included	0	\$0.00	\$0.00
	Jobsite Delivery	1	\$500.00	\$500.00

PRICES ARE SUBJECT TO CHANGE BASED ON CURRENT MARKET CONDITIONS - NOT GUARANTEED UNTIL DEPOSIT IS RECEIVED

Our Pledge

- * The best possible design, selection and sales experience.
- * High quality cabinetry for all styles and budgets.
- * Quality installations completed on time.
- * Great communication throughout all phases of the project.

APPROVAL

By signing below I hereby authorize Opus Cabinets to begin work on this project. The attached cabinet drawings are considered part of this contract. I approve of all drawings I agree to pay Opus Cabinets according to the terms shown on this sales order. Additional charges will apply for any structural changes to the jobsite, changes in design, or specification changes once work has begun on this project.

		Final Sales Price	\$36,200.00
		50% Deposit Due With Order	\$18,100.00
Property Owner Signature	Date	40% Payment Due Prior to Installation*	\$14,480.00
		10% Due Upon Substantial Completion	\$3,620.00
Contractor Signature	Date	*Invoice will be sent once the cabinets are produced	

2024_C

* Online Payments Now Accepted *

Mailing address: PO Box 2674 Brentwood, TN 37024
 Showroom address: 1537 Franklin Road, Suite 302 Brentwood, TN 37027

Owner/ Phone #	Brad Bars/615-349-4001
Contractor/Phone #	Garrett Sickels /1732-241-2078
Jobname	Garrett Sickels /1732-241-2078
Address 1	5553 Knob
Address 2	Nashville

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TERMS AND CONDITIONS (PAGE 1 OF 2)

OPUS LUXURY CABINETS, LLC ("OPUS") AND THE PERSON OR ENTITY SIGNING BELOW UNDER THE HEADING CUSTOMER ("CUSTOMER") HEREBY AGREE THAT ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. OPUS DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION OR DELETION BY CUSTOMER. THESE TERMS AND CONDITIONS SHALL BE APPLICABLE TO ANY PRECEDING OR SUBSEQUENT PURCHASE ORDER, SALES ORDER, ORAL STATEMENT OR OTHERWISE OR WHENEVER GOODS OR SERVICES ARE FURNISHED. Payment Terms: UNLESS OTHERWISE SPECIFIED HEREIN, TERMS ARE NET THIRTY (30) DAYS UPON DATE OF INVOICE. Any charges beyond thirty (30) days shall be charged interest of one- and one-half percent (1-½%) PER MONTH. Opus, in its sole discretion, may apply any payment to any invoice due and owing by Customer at the time of the payment, regardless of any payment specification by Customer. If Customer defaults in any payment when due, then the whole contract price shall immediately become due and payable upon demand or Opus, in its sole discretion and without prejudice to its other lawful remedies, may defer delivery or cancel this Agreement. Customers who do not pay any amounts when due to Opus shall be liable to Opus for and shall reimburse Opus for all costs and expenses of collection, including, without limitation, court costs, reasonable attorneys' fees, and other expenses incurred by Opus in collecting such accounts whether or not a lawsuit is commenced.

Modifications and Cancellation of Orders: NO ORDER ACCEPTED BY OPUS MAY BE ALTERED OR MODIFIED BY CUSTOMER UNLESS AGREED TO IN WRITING BY OPUS SUBJECT TO SUCH CONDITIONS AS OPUS MAY DEEM APPROPRIATE. No order accepted by Opus may be canceled or terminated except with the prior written consent of Opus and upon payment by Customer for any loss, damage or expense incurred by Opus by reason of such cancellation or termination. This Customer shall purchase any custom product manufactured by Opus within 60 days of the date that Opus manufactures said product even if changes in circumstances, field conditions, and plans render said product obsolete. ORAL STATEMENTS OF SALES PERSONS ARE NOT BINDING.

Limited Installation Warranty: Opus warrants that the cabinet products sold to Customer will be installed in a professionally reasonable manner in accordance with any specific requirements set out in a writing signed by both Customer and Opus. ANY CLAIMS UNDER THIS WARRANTY MUST BE MADE BY CUSTOMER IN WRITING WITHIN ONE (1) YEAR AFTER THE DATE OF THE ORDER. CUSTOMER'S EXCLUSIVE REMEDY AGAINST OPUS FOR BREACH OF THIS WARRANTY SHALL BE LIMITED TO REPAIR OF THE DEFECTIVE INSTALLATION OR TO A REFUND OF THAT PORTION OF THE PURCHASE PRICE APPLICABLE TO INSTALLATION. Opus, in its sole discretion, shall select the repair or refund remedy and Opus, in its sole, reasonable discretion, shall determine the portion of the purchase price applicable to installation. No other remedy, claim, defense or right shall be available to Customer, including the right of set-off against the purchase price. Opus shall not be liable for any consequential or incidental damages whether based on breach of contract, breach of warranty, tort, or strict liability. It is understood and agreed that Customer shall rely solely upon its own insurance and/or other resources to protect against such loss or damage and not upon Opus. This Limited Installation Warranty does not cover any condition arising out of the wood grain characteristics of the products (whether related to staining, painting, glazing, brushing, distressing, or rub-through or otherwise) or resulting from natural expansion and contraction of the wood, including, but not limited to, the appearance of joints or seams in the wood.

EXCLUSION OF WARRANTIES: Except for the Limited Installation Warranty described in the preceding paragraph, Opus makes no warranty as to the cabinet products and other products sold to Customer, but Opus does assign to Customer any warranty made to Opus by any third-party manufacturer of the products sold to Customer. WITHOUT LIMITING THE FOREGOING, OPUS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY EXCLUDED.

Property Owner Signature

Date

Contractor Signature

Date

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Contractor/Phone # Garrett Sickels /1732-241-2078
Jobname Garrett Sickels /1732-241-2078
Address 1 5553 Knob
Address 2 Nashville

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TERMS AND CONDITIONS (PAGE 2 OF 2)

General Conditions: THESE TERMS AND CONDITIONS SHALL SUPERSEDE ANY PROVISIONS, TERMS AND CONDITIONS CONTAINED ON ANY PURCHASE ORDER, OR OTHER WRITING CUSTOMER MAY GIVE OR RECEIVE. THE RIGHTS OF THE PARTIES SHALL BE GOVERNED EXCLUSIVELY BY THE PROVISIONS, TERMS AND CONDITIONS CONTAINED HEREOF. OPUS MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THIS SALE EXCEPT THOSE EXPRESSLY CONTAINED HEREIN AND THIS AGREEMENT MAY NOT BE CHANGED OR MODIFIED ORALLY.

Customer agrees to pay Opus's attorney's fees and court costs incurred in enforcing, protecting, preserving or defending any rights Opus may have under this Agreement. This Agreement shall be governed by, and shall be construed and interpreted in accordance with the laws of the State of Tennessee. Any action or claim arising under or in relation to this Agreement or any goods or services provided by Opus shall be filed and maintained in the appropriate state or federal court located in Nashville, Davidson County, Tennessee. The Customer hereby consents to all such exclusive jurisdiction and waives any objections thereto. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, negotiations, and other documents and shall not be modified unless in writing signed by both parties. The undersigned hereby consent(s) to Opus's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by the credit Customer. The undersigned hereby authorize(s) Opus to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application. The undersigned hereby authorizes any bank with whom the Customer has current or inactive experience to give any and all information to the creditor which will assist creditor in the credit investigation. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. §1681 et. seq.

Opus Assurance Program

Once the project is paid in full and the client signs Opus' project completion form, they qualify for the Opus Assurance Program. Within 12 months of the project completion date Opus will return to the project at the owner's request to perform any needed adjustments or touch ups at no additional charge. The job completion form must be signed in order to activate the Program. The Opus Assurance Program does not include the cost of any out of warranty cabinet parts or components.

Storage Fees

Opus reserves the right to charge storage fees for cabinet orders that cannot be delivered to the jobsite within 30 days of Opus having received the order. Storage fees will be charged at a rate of \$400.00 per month (additional fees may apply for jobs with more than 75 cabinets). Additionally, Opus reserves the right to invoice the 2nd (40%) payment once the 30 days have passed.

Property Owner Signature

Date

Contractor Signature

Date

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Product Knowledge Agreement

Opus wants its customers to be satisfied with the products they receive from us. Toward that goal, it is important that customers understand the inherent characteristics of wood species and cabinet finishes.

Wood Species: All woods naturally darken and mellow with age. This process varies with many factors including the species, finish and exposure to light. As a rule, cherry will darken more than most other woods. Certain species also exhibit more natural variation than others.

Stains: Wood has inherent variations in color, grain, and natural markings like mineral streaking. These variations will be more apparent in lighter stains. White Oak, Cherry, Alder and Walnut in particular are likely to show high levels of color variation. These color variations are considered natural, part of the beauty of the wood. Color variation will not be considered a valid reason for warranty replacement. If color variation is a concern, Opus highly recommends a finish that is less likely to vary such as paint or textured melamine.

Glaze finishes: Glazed finishes are applied by hand. As a result, color variation will occur and should be considered an attribute. Depending on the manufacturer and the type of glaze, it is possible that not all cabinet components will be glazed. Please consult your Opus cabinet designer for more information.

Custom Paint: Opus offers the option of custom paint finishes through most of its cabinet manufacturers. Even though custom paint is processed through a high-tech digital color match program, it is not guaranteed to be a 100% exact match to the name brand color that is being replicated. It is likely that some variance will occur. Additionally the sheen of our cabinetry may not match the sheen of other paints being used in the home, and that can affect the appearance as well. Opus will provide a custom paint sample for final customer approval.

Property Owner Signature

Date

Contractor Signature

Date

Appliance Summary Form

CONTACT INFORMATION

Owner/ Phone #	Garrett Sickels /1732-241-2078
Contractor/Phone #	Garrett Sickels /1732-241-2078
Jobsite Contact/Phone #	5553 Knob
Jobname	Nashville
Address 1	Nashville
Address 2	bradbars31@gmail.com
Owner Email	gsickels@creativedevelopment.org
Contractor Email	0

SALES DESIGNER: Matt Winsett (931) 637-2748

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