

Last modified 05/10/2025

Sales Contract:

This Sales Contract ("Contract") is made and entered into on this date [] by and between Raum Kitchens Inc. ("Seller") and [] ("Client").

1. Contract Subject

The Client agrees to purchase from Raum Kitchens Inc. the custom-made kitchen cabinets as specified in the attached specification/detailed quotation sheet(s) attached to this contract. The total purchase price is \$[], USD, payable in full at the time of signing this Contract.

2. Payment Terms

The balance must be paid in full before the order is submitted to the factory.

Once the order has been placed, the design is considered final, and no refunds will be issued.

The payment shall be made in USD and can be made by wire transfer, ACH, certified check or by credit card payment.

4. Taxes and Tariffs

The prices listed in this contract do not include any sales, federal, state, local, or other applicable taxes. Unless you provide Raum Kitchens Inc. with a valid tax exemption certificate, you are responsible for paying all such taxes or duties.

The current U.S. import tariff on goods from Germany is 10% and the tariff portion is included in your final Wave Payments Invoice. If, at the time of import, the tariff increases to 40% or more, Raum Kitchens reserves the right to charge the customer an additional amount only for the portion of the tariff that exceeds a 40% threshold. (For example the tariffs are 45% at the moment of import – the customer will be additionally invoiced only for the 5% from the invoice amount)

5. Refund Policy

There are no refunds unless a refund request is made within 24 hours of signing this Contract in written form. All sales are final after the 24-hour period.

6. Delivery / Timeline

All orders are subject to a cross-checking procedure after being placed. This process may take up to 2 weeks. If Raum Kitchens identifies any errors in the plans or layouts, the customer will be notified, and necessary adjustments will be made to ensure a perfect fit and full functionality.

The kitchen delivery timeline is up to 13 weeks for New York, New Jersey, and Connecticut, with an additional 2 weeks for deliveries to other States. This timeframe begins once the final balance was cleared/credited to Raum Kitchens Inc. bank account.

7. On Time Delivery Warranty

After the balance has been paid in full, Raum Kitchens will process the order for production and provide the Client with a delivery deadline, ensuring that the kitchen cabinets arrive no later than the specified week. Delivery may occur earlier, but not beyond the given timeframe.

If Raum Kitchens Inc. fails to meet this deadline, the company will compensate the Client \$150 per day of delay (excluding weekends and holidays), with a maximum total compensation of \$1,500.

The Client must provide a delivery window within one week of the kitchen's arrival at the Raum Kitchens Inc. warehouse.

8. Storage Fees and Non-Acceptance of Delivery

If the products are not accepted within fourteen (14) days from the date they are ready for delivery, they will be moved to a storage facility. The client will be responsible for any associated storage costs and related expenses, which will be invoiced accordingly.

If delivery is not accepted within six (6) months of the original scheduled delivery date, Raum Kitchens reserves the right to retain all payments made by the client. At that point, Raum Kitchens may take any necessary action regarding the products, including reselling them, and the client will forfeit any claims or ownership rights to the order.

9. Inspection and Acceptance

The Client is required to inspect the delivered kitchen for any visual defects and inform Raum Kitchens Inc. of any such defects within one week after delivery.

10. Installation

Kitchen Cabinets are coming preassembled. Installation services are not included in this Contract. The Client may use the installation assistance service provided by Raum Kitchens Inc.

to connect with professional installers in your area.

Disclaimer: Raum Kitchens Inc. is not responsible for any damage, delays, or quality issues arising from the conduct or negligence of the recommended installers. The buyer choose to work with one or another installer at their own risk and judgment. Any issues arising from the installation process must be resolved directly between the homeowner/buyer and the installer.

11. Independent Contractors

The Installers that Raum Kitchens are recommending are **independent professionals** and are not employees, representatives, or affiliates of Raum Kitchens. Raum Kitchens does not oversee, warrant, or take responsibility for their work, behavior, or services provided.

The homeowner is responsible for:

Confirming that the installer holds the necessary licenses, insurance, and adheres to local laws and regulations.

Directly discussing and finalizing the terms and conditions of service with the installer.

12. Kitchen Specifications

The kitchen cabinets and any additional cabinetry provided under this Contract are detailed in Final Specification dated [] which is attached hereto.

The specifications include:

1. An itemized list of cabinets, hardware, and finish type description.
2. The kitchen layout, including floor plans and elevation drawings.
3. For new constructions, shop drawings for the walls.

13. Warranties

13.1. Perfect Fit Warranty: In case the kitchen does not fit as specified and if there were no changes in the Kitchen Space from the moment when the final measurements were taken. Raum Kitchens Inc. will replace the necessary part to fit the space at no additional cost to the Client.

13.2. Blum Lifetime Limited Warranty: - Blum products are covered by a limited warranty for the original homeowner against defects in materials and workmanship. For more info about returning the defect parts to Blum please visit - <https://www.blum.com/us/en/services/warranties/>

13.4. Raum Kitchens Limited 20-Year Warranty: Raum Kitchens Inc. offers a 20-year limited warranty for hidden manufacturing defects. Replacement parts will be provided within 13 weeks if the colors and models are available at the manufacturer at the time of replacement. The details of the Limited 20-Year Warranty are provided in **Exhibit B** as an integral part of this contract.

14. Changes in the product line

Products are subject to modification or discontinuation at any time, without prior notice to the customer. Additionally, the customer acknowledges that minor design adjustments may occur as part of the manufacturing process.

15. Limitations of the liability

To the fullest extent allowed by law, Raum Kitchens shall not be responsible for any special, indirect, incidental, consequential, or punitive damages, including but not limited to costs associated with obtaining or installing replacement products. This applies regardless of the cause or legal basis for the claim, even if Raum Kitchens has been made aware of the possibility of such damages. Additionally, Raum Kitchens' total liability shall not exceed the amount invoiced for the specific product in question, as permitted by law.

16. Governing law

These Terms, along with any disputes or claims arising from or related to them, including their subject matter or formation (whether contractual or non-contractual), shall be governed by and interpreted in accordance with the laws of New York State, excluding its conflict of laws principles. Any legal action or claim related to this agreement must be brought exclusively in the state or federal courts located in New York State, and both parties agree to submit to the jurisdiction and venue of these courts.

17. Delivery Terms

Upon delivery, the Client will receive a delivery slip to mark the receipt for all boxes and components as per the specifications. The Client's signature on the delivery slip confirms that all items have been received in good condition.

Unless specified otherwise, deliveries will be made to the **first dry, accessible area**, such as a garage or a covered space. The delivery location must allow for easy movement with a **pallet jack** and have a clear, unobstructed path. Any additional delivery needs beyond this point are the client's responsibility to coordinate with the delivery company and may result in extra fees.

In certain cases, the delivery provider may offer **additional services**, such as moving the items inside the home or assisting with inventory verification. These services must be arranged in advance when confirming delivery and may come with additional costs.

18. Force Majeur

If Raum Kitchens is hindered or unable to fulfill its obligations under this Agreement due to circumstances beyond its reasonable control and without its fault or negligence, its performance shall be temporarily excused for the duration of the delay. Such circumstances may include, but are not limited to, natural disasters, fires, accidents, floods, wars, labor strikes, lockouts, utility

failures, government actions or mandates, epidemics, damage to production facilities, civil unrest, or any other unforeseen event that prevents or delays performance.

19. Client Responsibility for Electrical and Plumbing Work

The Client is solely responsible for ensuring that all electrical and plumbing work is completed in accordance with the kitchen design layout and plans provided by Raum Kitchens and attached to this Agreement. The Client must coordinate with licensed professionals to verify that all necessary installations, including outlets, wiring, plumbing connections, and fixtures, align with the approved design.

Raum Kitchens shall not be held liable for any delays, additional costs, or installation issues resulting from incomplete, incorrect, or non-compliant electrical or plumbing work. Any required modifications to accommodate improper or incomplete work will be the Client's responsibility and may result in additional costs.

20. Miscellaneous

This Agreement represents the complete and exclusive contract between you and Raum Kitchens regarding your purchase of products; no other agreements, whether expressed or implied, exist. No prior interactions, nor any delay or failure by Raum Kitchens in exercising its rights, powers, or privileges under this Agreement, shall be interpreted as a waiver of those rights. If any provision of this Agreement is deemed invalid, unlawful, or unenforceable by a court of competent jurisdiction, it shall be modified and interpreted in a way that best fulfills its intended purpose within the limits of the law. If modification is not possible, the provision shall be removed, while the remaining terms shall continue to be valid and enforceable to the fullest extent permitted by law.

21. Electronic Signatures

The parties agree that this Agreement, along with any related documents, communications, or approvals, may be executed and delivered by **electronic means**, including electronic signatures, digital acceptance, or scanned copies of signed documents. Such electronic execution shall have the **same legal effect and enforceability** as an original, handwritten signature.

Each party agrees that electronically signed documents related to this Agreement shall be deemed valid, binding, and admissible for all purposes, including in any legal or administrative proceedings.

By signing below, both parties agree to the terms and conditions outlined in this Contract.

Client:

Signature: _____

Name: _____
Date: _____

Seller:

Raum Kitchens Inc.

Signature: _____
Name: _____
Title: _____
Date: _____