

Drafting & Design by Mikhail. 65 Ridge Ave. Bloomfield, NJ 07003 (Cadcabinets.com)

Payment Terms, Terms of Use and Conditions

Use

Any person (Further referred as Customer) who uses services of Drafting & Design by Mikhail (Further referred as DDM or Contractor) by endorsing this agreement certifies that she or he is not a minor, and is at least 18 years of age or older. Use of any services provided by DDM by minors is prohibited.

By signing this agreement, User certifies that all the information submitted is true and reflects his/her real name, address, email address, phone numbers, age, Business name, and any other information registration form may contain.

Registering as business entity, by providing business name and his/her occupation certifies user's authority to bind the entity to this Agreement. If user does not have an Authority to represent business entity, he/she may not sign this agreement.

Warranties

Mikhail Tsinadze DBA Drafting and Design by Mikhail assumes no responsibilities and provides no warranties for any property or personal or other damages caused by manufacturing errors, improper use or alterations made to the drawings or end product provided by DDM after work acceptance.

Limitation of Liability

DDM will not be liable for any damages of any kind including without limitation direct, indirect, incidental, special, punitive and consequential damages, arising out of or in connection with this agreement, the services, the inability to use the services or those resulting from any goods or services purchased or obtained or transactions entered into through the services or site whether such damages arise under contract, negligence, liability, infringement or otherwise.

Payment Terms and Conditions

The Undersigned User agrees to promptly make payments of all Drafting & Design by Mikhail invoices within the terms and conditions stated on each invoice and within contractual agreement. The terms agreed upon herein in this contract shall be deemed incorporated in each such invoice; however, to extent that the terms of the contract or invoices may be contradictory to terms herein, the terms of the contract or invoices shall supersede terms herein.

All extended payment options require credit card, debit card or checking account number on file.

Actual paper checks mailed or given to Drafting & Design by Mikhail will be filed and documented and money will be electronically withdrawn from customers account on the date agreed upon agreement. (30 net from inception of order).

On C.O.D. orders all payments must be made immediately upon invoicing. If payment is not made within 5 days from due date or completion date or time shown on signed contract, proposal or invoice, the balance owed will be charged to that credit card or debit card or will be automatically debited from bank account

Pay When Paid or Pay if Paid Clause

Drafting and Design by Mikhail accepts no payments arrangements or options on "pay when paid" or pay if paid" basis. Drafting and Design by Mikhail is a Vendor and/or Service provider and all payments must be made regardless of any conditions and/or circumstances for which customer may or may not be paid. All payments must be made as per terms incorporated in each contract or invoice. However, to extent that the terms of the contract or invoices may be contradictory to terms herein, the terms of the contract or invoices shall supersede terms herein.

All C.O.D. (Cash on Delivery) agreements require credit card, debit card or checking account number on file.

Actual paper checks mailed or given to Drafting & Design by Mikhail will be filed and documented and money will be electronically withdrawn from customers account. Deposit of 50% must be made before commencement of the work.

Balance will become due on day of initial submission and acceptance of work.

Completion and Acceptance of Work

Upon endorsing the Contract/Proposal or otherwise written or verbally agreeing, customer acknowledges that he accepts drawings as described in Contract/Proposal on time frame shown in such Contract/Proposal. If changes are made or additional work is requested in writing and/or upon change order, completion time extends to number of days shown on such change order. Job is complete when drawings are submitted as agreed and shown on Contract/Proposal. Redline revisions, if included in Contract/Proposal, are not part of original timeframe shown in such Contract/Proposal and are executed upon return of redlines or markups from an Architect or Designer.

Any comments, corrections or complaints must be made within 5 days after completion/initial submission of the drawings. If not corrections, comments or complaints are received by Drafting and design by Mikhail within 5 days from original Submission/Completion date, customer acknowledges that job is received in satisfactory condition.

Customer agrees to promptly pay all payments due immediately upon completion/receiving the drawing files.

Dwg (AutoCAD) files will be released upon request and payment of balance in full only.

By signing this agreement, proposal or otherwise written or verbally agreeing customer certifies that she/he is authorized to execute such Contracts/Agreements and agrees to these terms and condition to its entirety.