

EMREN LLC D/B/A REGAL HOME CENTER
REGAL KITCHENS • REGAL BATH • REGAL KITCHEN & BATH

GENERAL TERMS AND CONDITIONS

11328-A E. Independence Blvd.

Matthews, NC 28105

Phone: (704) 844-0670

Email: info@regalhomecenter.com | accounts@regalhomecenter.com

These Terms and Conditions apply to all products and services provided by EMREN LLC d/b/a Regal Home Center, Regal Kitchens, and Regal Bath ("EMREN"), including but not limited to cabinetry, countertops, kitchen remodeling, bathroom remodeling, interior renovations, and related construction services.

By signing a proposal, estimate, invoice, work order, sales agreement, change order, or by making payment, Customer agrees to be bound by these Terms and Conditions.

SECTION 1 – GENERAL TERMS

1. Scope of Work

The work to be performed shall be limited to the services specifically described in EMREN's written proposal, estimate, invoice, work order, or approved change order.

Unless expressly included in writing, the contract price does not include:

- Plumbing work
- Electrical work
- HVAC work
- Gas line work
- Appliance installation or servicing
- Structural engineering
- Structural repairs
- Flooring
- Tile installation
- Drywall repair
- Painting
- Wall finishing
- Cabinet refinishing
- Mold remediation
- Water damage remediation
- Hazardous material remediation
- Permit fees
- Engineering fees
- Architectural services
- Specialty carpentry
- Code compliance upgrades

Any electrical, plumbing, HVAC, gas, structural, code-compliance, remediation, or concealed-condition work discovered during the project is excluded from the contract price unless specifically identified in the written proposal.

EMREN is not responsible for gaps, irregularities, fitment issues, alignment issues, or cosmetic inconsistencies resulting from existing walls, ceilings, floors, cabinets, framing, foundations, or structures that are not level, plumb, square, straight, or otherwise compliant with modern construction standards.

Correction of such conditions is not included in the contract price and shall be billed separately.

2. Existing Electrical, Plumbing, HVAC, Mechanical, and Structural Systems

Unless specifically included in writing, EMREN does not inspect, certify, repair, replace, modify, test, or warrant the condition, capacity, safety, functionality, or code compliance of any existing:

- Electrical systems
- Plumbing systems
- HVAC systems
- Gas systems
- Water systems
- Sewer systems
- Drainage systems
- Ventilation systems
- Structural systems
- Roofing systems
- Fire protection systems
- Security systems
- Smart-home systems

EMREN shall not be liable for failures, leaks, defects, code violations, outages, deterioration, inadequate capacity, hidden damage, overloaded circuits, improper prior installations, or deficiencies existing before commencement of work.

3. Concealed, Latent, and Unforeseen Conditions

Customer acknowledges that remodeling and renovation projects frequently reveal concealed conditions that cannot reasonably be identified before demolition or commencement of work.

Examples include but are not limited to:

- Hidden electrical defects
- Improper wiring
- Hidden plumbing defects
- Water intrusion
- Mold or mildew
- Rot
- Structural deficiencies
- Damaged framing

- Damaged subfloors
- Termite or insect damage
- Fire damage
- Settlement damage
- Concealed utility lines
- Hazardous materials
- Non-code-compliant construction

EMREN's pricing is based solely upon conditions reasonably observable at the time of inspection.

Discovery of concealed conditions shall constitute a change in scope and may require additional labor, materials, permits, inspections, engineering, subcontractors, and time.

Such work shall be billed separately through a written Change Order.

4. Code Compliance and Required Upgrades

The Customer understands that remodeling work may reveal conditions that do not comply with current building, electrical, plumbing, mechanical, fire, energy, accessibility, zoning, or safety codes.

Any upgrades, corrections, modifications, or additional work required by inspectors, governmental authorities, utility providers, engineers, architects, or homeowner associations shall be considered additional work and billed separately.

EMREN is not responsible for bringing existing structures or systems into compliance unless expressly stated in writing.

5. Hazardous Materials

Unless specifically agreed in writing, EMREN does not inspect for, identify, test, remove, transport, or remediate hazardous materials.

Hazardous materials include but are not limited to asbestos, lead-based paint, mold, chemical contamination, petroleum contamination, and biological hazards.

If hazardous materials are discovered, EMREN may immediately suspend work until qualified specialists retained by Customer evaluate and remediate the condition.

Any resulting delay shall not constitute a breach of contract by EMREN.

6. Utility Interruptions

Customer acknowledges that construction activities may require temporary interruption of electrical, water, sewer, gas, HVAC, internet, communication, and security services.

EMREN shall not be liable for inconvenience, spoilage, business interruption, loss of use, temporary housing costs, relocation expenses, or similar damages resulting from utility interruptions reasonably necessary to perform the work.

7. Customer Responsibilities

Customer shall:

- Provide safe and unobstructed access to the work area.
- Remove personal property from work areas.
- Maintain normal indoor temperature and humidity conditions.
- Ensure site readiness before scheduled work.
- Provide access to utilities as needed.
- Promptly disclose known defects, leaks, water damage, mold, hazardous materials, code violations, or structural concerns.

EMREN shall not be responsible for delays, damages, or increased costs resulting from incomplete, inaccurate, or withheld information.

8. Change Orders

Any work not specifically included in the written proposal shall be considered additional work.

Additional work may result from:

- Concealed conditions
- Code requirements
- Inspection requirements
- Customer-requested changes
- Design revisions
- Utility conflicts
- Structural concerns
- Material substitutions

Additional work shall be authorized through a written Change Order and billed accordingly.

9. Returned Checks

A fee of \$25.00 shall be charged for each returned check.

10. Collection Costs and Finance Charges

Balances more than thirty (30) days past due shall accrue interest at 1.5% per month.

Customer shall pay all collection costs, court costs, and reasonable attorneys' fees incurred by EMREN in collecting unpaid amounts.

11. Right to Suspend or Stop Work for Nonpayment

Timely payment is a material condition of this Agreement.

If Customer fails to make payment when due, EMREN may suspend work, withhold materials, postpone scheduling, refuse further performance, or terminate this Agreement until all outstanding amounts are paid.

EMREN shall not be responsible for delays, schedule extensions, increased costs, storage fees, material price increases, remobilization costs, permit extensions, temporary housing costs, or business interruption arising from suspension due to nonpayment.

If work is suspended for more than ten (10) calendar days, EMREN may require payment of all past-due balances, finance charges, purchased materials, storage charges, and remobilization costs before work resumes.

If Customer remains in default for more than thirty (30) calendar days, EMREN may terminate the Agreement and pursue all available legal remedies.

12. Material Price Escalation

Pricing is based upon material costs available at the time of quotation.

If material costs increase by more than five percent (5%) before procurement, EMREN reserves the right to adjust the contract price accordingly.

Customer shall be notified of such increases.

Custom-ordered materials, fabricated products, and materials already purchased remain non-refundable.

13. Customer Delays, Selections, and Access

Customer-caused delays, including delayed selections, delayed approvals, denied access, missed appointments, site readiness issues, payment delays, and scheduling conflicts shall constitute excusable delays.

EMREN shall be entitled to schedule extensions and compensation for resulting costs, including storage, remobilization, labor inefficiencies, permit extensions, and subcontractor rescheduling.

14. Governing Law and Venue

This Agreement shall be governed by the laws of the State of North Carolina.

Any legal proceeding arising from this Agreement shall be brought exclusively in the courts located in Mecklenburg County, North Carolina.

The parties agree to attempt good-faith resolution of disputes before litigation.

Nothing herein limits EMREN's right to pursue lien rights or collection remedies.

15. North Carolina Construction Lien Notice

Pursuant to North Carolina Construction Lien Law, persons or companies furnishing labor or materials for improvements on Customer's property may possess lien rights if unpaid.

Customer should provide copies of any lien notices to applicable lenders.

EMREN agrees to cooperate with Customer and lender regarding payment of valid claims.

16. Scheduling and Delays

Installation and construction dates are estimates only.

EMREN shall not be liable for delays resulting from weather, material shortages, manufacturer delays, permit delays, inspections, illness, concealed conditions, or events beyond EMREN's control.

17. Trip Charges

Countertop Projects: \$100.00 per additional trip.

Cabinet Projects: \$75.00 per additional trip.

Remodeling Projects: Actual labor and travel costs may apply.

18. Limited Warranty

EMREN provides a one-year limited warranty covering installation workmanship and materials supplied by EMREN.

This warranty excludes:

- Abuse
- Neglect
- Improper maintenance
- Water intrusion
- Excessive humidity
- Structural movement
- Acts of God
- Customer-supplied products
- Manufacturer defects covered under separate warranties

19. Limitation of Liability

EMREN shall not be liable for damage to existing walls, ceilings, floors, framing, plumbing systems, electrical systems, HVAC systems, roofing systems, finishes, or other components not directly caused by EMREN's negligence.

EMREN's maximum liability shall not exceed the total amount paid under the Agreement.

EMREN shall not be liable for indirect, consequential, incidental, special, or punitive damages.

20. Entire Agreement

This Agreement, together with any proposal, estimate, invoice, change order, and signed documents, constitutes the entire agreement between the parties.

No verbal statements shall modify this Agreement.

21. Severability

If any provision is deemed unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 2 – COUNTERTOP-SPECIFIC TERMS

22. Countertop Deposits and Refunds

The 50% countertop deposit becomes non-refundable once slabs have been purchased, ordered, fabricated, or delivered.

Installed countertops are non-returnable, non-refundable, and non-exchangeable.

23. Countertop Installation

Installation does not include disconnecting or reconnecting appliances, plumbing, electrical wiring, gas lines, or utility connections.

24. Existing Countertop Removal

Countertop removal shall be performed using demolition methods and existing countertops will not be reusable unless otherwise agreed in writing.

Backsplash damage may occur during removal. EMREN is not responsible for backsplash, drywall, tile, paint, or wall repairs.

25. Leveling and Gaps

Granite, quartz, and stone countertops may reveal irregularities in existing cabinets and walls.

EMREN is not responsible for leveling cabinets, correcting walls, or eliminating gaps caused by existing conditions.

26. On-Site Cutting

Some cutting and drilling may occur on-site and may create dust or debris.

EMREN will clean countertop surfaces only. Additional cleaning remains Customer's responsibility.

27. Stone Characteristics

Natural stone products contain natural variations, fissures, pits, veins, and color differences that are not defects.

Seams are necessary and will remain visible.

28. Stone Maintenance

Customer is responsible for proper sealing, cleaning, and maintenance.

SECTION 3 – CABINETRY-SPECIFIC TERMS

29. Cabinet Returns

Installed cabinetry is non-returnable and non-refundable.

30. Natural Wood Disclaimer AND color variation in paint

Natural wood products may exhibit variations in grain, color, texture, and finish. Color variations in paint whether perceived or actual will only be considered a defect if greater than 1.5 Delta E as per the Sherwin Williams color match equipment analysis. No returns or refunds or adjustments will be made on variations in paint colors for less than 1.5 Delta E.

31. RTA Cabinet Assembly

RTA cabinets may require periodic maintenance and adjustment of hinges, screws, and hardware.

Such maintenance is Customer's responsibility.

32. Customer-Supplied Materials

EMREN is not responsible for defects, shortages, compatibility issues, or failures relating to customer-supplied materials.

33. Measurements and Design

When Customer provides measurements or designs, EMREN is not responsible for resulting fitment issues or redesign costs.

34. Wall and Finish Damage

Minor scuffs, scratches, nail holes, paint damage, drywall damage, or flooring damage may occur during installation.

EMREN shall not be responsible for cosmetic repairs unless expressly included in writing.

35. Hardware and Adjustments

Hardware warranties are limited to manufacturer warranties.

Adjustments requested more than thirty (30) days after installation may be billable.

36. Appliance and Third-Party Coordination

Customer is responsible for appliance dimensions and third-party contractor coordination unless otherwise agreed in writing.

37. Customer Inspection and Acceptance

Customer shall inspect completed work immediately upon completion.

Any concerns must be reported within three (3) business days.

Failure to report concerns within three (3) business days shall constitute acceptance of the work.

CUSTOMER ACKNOWLEDGMENT

By accepting the provided quote from EMREN, Customer acknowledges that they have read, understood, and agree to these Terms and Conditions and have had the opportunity to ask questions before entering into this Agreement.