

Oliveira & Castro LLC.
DBA – Art Woodwork
711 Lehigh Ave. Union, NJ 07083
Tel: 908-364-5286 Fax: 908-364-5306

PROPOSAL / CONTRACT#

Submitted to:
Client name
Address 1
Address 2
Att:

Date prepared:
Project:

As per our field survey and conversation, we present to you the following scope of work for your review and consideration;

Description of work and specifications

Finish:

Finish specs

Exclusions:

All excluded work

Price :

Terms of payment:

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Oliveira & Castro will not be obligated by any documents not furnished to us.
Only written change orders will be accepted and need to be authorized and signed to become part of the original contract, which will then be executed into shop drawings or shop work order.
All lead times are determinate from the date approved shop drawings and reasonable red-line revision time frame, if required.

Shop Drawings:

Two (2) sets of shop drawings shall be submitted for approval.
Any additional drafting required due to changes in design will be charged at the rate of \$50 per hour.
Approved as noted notations on our shop drawings are not acceptable and will result in re-submittals.
When approvals are delayed by the customer, Oliveira & Castro LLC will not be responsible for delays in delivery and will re-schedule the delivery accordingly.

When field dimensions are required, Oliveira & Castro LLC will survey the job site to obtain information to execute initial shop drawings. A second and final visit to survey the field will be done after shop drawings are approved and to start fabrication. Any discrepancies from the first job site survey or Architectural drawings that will result in significant changes will be the responsibility of the client or it's representative and can cause extra charges and/or delays in fabrication. Subsequent field surveys will be charged at a rate of \$350.00 per daily visit.

If changes are made by client after production, the client will be responsible for materials produced. Additional charges may occur and completion/delivery times may extend.

If multiple deliveries are required for different items, progressive invoicing will be assigned to items being delivered and according to a schedule of values.

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A tree is a creation of nature. Each individual tree has its own unique characteristics. Deviations in color and grain are a signoff natural beauty and shall not be considered a defect. Bleed-through of resin, pitch or tannis are not considered defects and are not covered by the warranty. Wood will expand and contract and must be protected from moisture and dryness. Natural movement of components seen in joints, panels, muntin bars, moldings, etc, should be expected and panel shifts, joint separation or cracks are not considered defects and are not covered by your warranty. Natural variations in color, grain, and texture of wood is not considered a defect. Oliveira & Castro LLC suggests that all materials be inspected upon delivery.

No warranty expressed or implied is offered on any Oliveira & Castro LLC product that is used in high humidity areas such as bathrooms, indoor pools, greenhouses or solariums.

Oliveira & Castro LLC warrantees our products and fabrication methods to be of high quality, meeting or exceeding the guidelines of the Architectural Woodworking Institute.

Should warrantee work be required, Oliveira & Castro LLC reserves the right to repair or replace defective materials or products at our option. Oliveira & Castro LLC will not accept back charges for repair work performed by others unless authorization to perform such repairs is expressly given by Oliveira & Castro LLC. if a unit requires replacement, we will provide the unit as per the original contract.

This contract shall be governed, construed and interpreted in all respects in accordance with the laws of the state of New Jersey. The superior Court of new Jersey, in the County of Union, shall have jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Contract or to any matter arising there from. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other in such court.

It is hereby agreed by the buyer that, in the event of the default by the buyer under this contract, seller shall be entitled to recover, in addition to any monies due hereunder, its reasonable attorney's fees and costs incurred in building and maintaining any action for recover of seller's damages.

Each party acknowledges that the price quotes on the attached schedule are based upon material and fabrication costs existing at time of this agreement. In the event production of the finished product is not started within 90 days of the date hereof, Oliveira & Castro LLC shall have the right to modify it's pricing.

Oliveira & Castro LLC cannot be held responsible for acts of God, weather, etc. which could impact our ability to produce or deliver the product. If project site is obstruct red and we cannot deliver the product

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due to circumstances beyond Oliveira & Castro LLC control, additional charges will apply for rescheduling of shipments and labor mobilization.

Oliveira & Castro LLC appreciates and thanks you for the opportunity to work with you on this project.

Should you have any questions please feel free to call Jorge Oliveira. Pricing is valid for 30 days prior to signing this contract.

PLEASE SIGN BELOW AND RETURN TO ART-WOODWORK TO CONFIRM THE ORDER.

Confirmation of order:

Agreed and Accepted as outlined herein by;

(Client) Date

Art Woodwork Date