

# Bilotta

October 3, 2012

[REDACTED]  
New York, NY 10065

Dear [REDACTED]

Thank you for choosing Bilotta – we are honored to be selected for your project. Below is a list of important contact names and numbers that you may need through the duration of your project. Please remember that we are here to ensure that your project runs as smoothly as possible. Do not hesitate to call us at any time with questions or concerns.

#### Important Contact Information

Bilotta Kitchens of New York:

Main #: [REDACTED], Fax #: [REDACTED]

Showroom Hours: Mon. – Fri., 9:00am – 5pm

Your Designer, RitaLuisa Garces, is at extension 105

The following departments operate out of our Mamaroneck showroom:

#### Billing Inquiries

Phone: [REDACTED], Fax: [REDACTED]; Contact: Naomi Santiago, x [REDACTED]

#### Installation Scheduling & Shipping/Installation Issues

Phone: [REDACTED], Fax: [REDACTED]; Contact: Jennie Iorio, x [REDACTED]

#### Warranty Issues

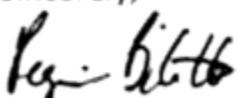
Westchester/CT – Phone: [REDACTED], Fax: [REDACTED]; Contact: Jennie Iorio, x [REDACTED]

NYC/NJ/LI - Phone: [REDACTED], Fax: [REDACTED]; Contact: Yury Miloslavsky

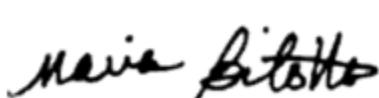
You will most likely be talking to one, if not all, of the people listed above at one point during your project. For instance, Jennie will contact you to arrange for deliveries and remind you of the required CODs. Invoice questions may be directed to Naomi. Jennie will call to schedule the installation.

Thank you again for your business. We appreciate your confidence and guarantee your satisfaction with our products and services. We look forward to working with you.

Sincerely,



Regina Bilotta



Maria Bilotta



Jim Bilotta

BNY/CON/9-1-09

[ ] REF or [ ] WI  
 [ ] AD \_\_\_\_\_ [ ] WEB,  
 [ ] OTHER \_\_\_\_\_

# Bilotta

**Date:** 3-Oct-12

**Designer:** RitaLuisa Garces  
**Designer License #:** 1189594  
**HIC License #:** 1184605

**1. Seller, Bilotta Kitchens of New York, LLC agrees to furnish the materials and services set forth below:**

**PURCHASER (Party Responsible for Payment):**

**JOB NAME**  
 (If Other than Purchaser):

Name: [REDACTED]Name: [REDACTED]Company: [REDACTED]Company: [REDACTED]Billing Address: [REDACTED]Delivery Address: [REDACTED]Phone: [REDACTED]Phone: [REDACTED]Fax: [REDACTED]Fax: [REDACTED]Email: [REDACTED]Email: [REDACTED]Other Phone: [REDACTED]Other Phone: [REDACTED]**Based on Drawings #:** [REDACTED]**Dated:** 9/17/2012

**This contract is to include the following materials and services at the prices set forth:**

<u>ITEM</u>	<u>SUBTOTAL</u>	<u>TAX*</u>	<u>TOTAL</u>
CABINETS:	\$14,624.00	\$1,297.88	\$15,921.88
COUNTERTOPS:	\$0.00		\$0.00
APPLIANCES &			
PLUMBING FIXTURES:	\$0.00		\$0.00
HARDWARE:	\$296.88	\$26.35	\$323.23
INSTALLATION:	\$0.00		\$0.00
<b>TOTAL:</b>	<b>\$14,920.88</b>		<b>\$16,245.11</b>

\*Appropriate sales tax when applicable.

See attached "Schedules" for details on above materials and services. See "Payment Schedule" for retainer received.

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 T [REDACTED] • F [REDACTED] • [www.bilotta.com](http://www.bilotta.com)

2. The standard form of warranty shall apply to the service and equipment furnished under this Agreement (except where other warranties of purchased products apply). The warranty shall become effective when this Agreement is signed by the Seller and products and/or services are delivered to the Purchaser and paid in full by Purchaser as set forth in this Agreement. This warranty does not provide or cover labor for replacement parts, which are provided under manufacturers warranties, unless original parts were installed by Seller under this Agreement.

3. The delivery date, when given, shall be deemed approximate and performance is subject to delays caused by strikes, fires, acts of God or other reasons not under the control of the Seller, as well as the availability of the product at the time of delivery.

Estimated delivery date: \_\_\_\_\_ (PRODUCT ONLY)

4. The Purchaser agrees to accept delivery of the product(s), when the merchandise becomes available, otherwise **the onus of cost for storage lies with the Purchaser**. The seller can provide storage for an additional fee, if necessary. The risk of loss, as to damage or destruction, shall be on the Purchaser from the time of delivery and receipt of the product(s).

5. The Purchaser understands that the product(s) described are specially designed and built to order and the Seller takes immediate steps upon execution of this Agreement to design, order and contract those items set forth herein. Therefore, this Agreement is not subject to cancellation by the Purchaser for any reason, as specified in "Notice of Cancellation" to follow in this contract.

6. No installation, plumbing, electrical, flooring, decorating or other construction work is to be provided under this Agreement unless specifically set forth as per attached installation schedule. In the event the Seller is to perform the installation, it is understood that the price agreed upon herein does not include possible expense entailed in coping with hidden or unknown contingencies found on the job site. In the event such contingencies arise and the Seller is requested by Purchaser to furnish labor or materials or otherwise perform work not provided for or contemplated by the Seller and not specified herein, the actual cost plus 30% thereof will be paid by the Purchaser and specified by Change Order. Contingencies include, but are not limited to: inability to reuse existing water, vent and waste pipes, air shafts, ducts, grills and register; the relocation of concealed pipes, risers, wiring or conduits, the presence of which cannot be determined until the work has been started; or imperfections, rotting or decay in the structure to which install is to be performed thereof necessitating replacement.

7. Title to the item(s) sold pursuant to this Agreement, shall not pass to the Purchaser until the full price, as set forth in this Agreement, is paid to the Seller. In the event that the Purchaser does not remit the full price, as set forth in this agreement, to the Seller, the Seller and/or its subcontractor may have a claim against the Purchaser which may be enforced against the property in accordance with applicable lien laws.

8. Delays in payment shall be subject to interest charges of eighteen percent (18%) per annum, and in no event higher than the interest rate provided by the law. If the Seller is required to engage the services of a collection agency or an attorney, the Purchaser agrees to reimburse the Seller for any reasonable amounts expended in order to collect the unpaid balance.

9. This Agreement sets forth the entire transaction between the parties; any and all prior Agreements, warranties or representations made by either party are superseded by this Agreement. All changes to this Agreement shall be made by a separate document and executed with the same formalities. No agent of the Seller, unless authorized in writing by the Seller, has any authority to waive, alter, or enlarge this contract, or to make any new, substituted or different contracts, representations or warranties.

10. The Seller retains the right upon breach of this Agreement by the Purchaser, to sell those items in the Seller's possession. In effecting any resale on breach of this Agreement by the Purchaser, the Seller shall be deemed to act in the capacity of agent for the Purchaser. The Purchaser shall be liable for any net deficiency on resale.

11. The Seller agrees that it will perform this contract in conformity with customary industry practices. The Purchaser agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full. Any unresolved controversy or claim arising from or under this contract shall be settled by arbitration. Any judgment rendered may be entered in any court of competent jurisdiction. The arbitration shall be held under the rules of the American Arbitration Association. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be thereby affected.

12. Cabinetry will be delivered direct to job site. All protection of job site floors and walls is responsibility of Purchaser or Purchaser's agent (general contractor). Seller is not responsible for damages to unprotected surfaces. If job site is not able to receive cabinetry, Purchaser will be subject to storage and redelivery charges to be specified by Change Order. Cabinets stored in original packaging carry full factory warranty. All monies due shall be paid in full according to above terms. Any damages discovered upon delivery must be reported to Seller within 24 hours. For adjustment or replacement components an amount equal to the cost of the item to be adjusted or replaced may be withheld from final payment until delivery. Interest shall be due at the rate of 1-1/2% per month on any unpaid progress payment or final payments if not received according to terms.

13. If cabinetry is to be stored, **a total of 90% of purchase price for the cabinetry is to be paid in advance**, plus 10% plus storage charges, payable upon delivery.

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

10/3/12

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

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**PAYMENT SCHEDULE****Payments for materials are due as follows:**

50% of each item at time of signing contract, balance due upon delivery of each item.

**Payments for installations are due as follows:**

Three payments of 10%, 70%, 20%.

<b>Cabinetry Total:</b>	\$15,921.88
Upon Signing Contract:	\$7,960.94
Upon Delivery:	\$7,960.94
 <b>Countertop Total:</b>	 \$0.00
Upon Signing Contract:	\$0.00
Upon Install:	\$0.00
 <b>Appliance/Plumbing Fixture Total:</b>	 \$0.00
Upon Signing Contract:	\$0.00
Upon Delivery:	\$0.00
 <b>Hardware:</b>	 \$323.23
Upon Signing Contract:	\$161.62
Upon Delivery:	\$161.62
 <b>Installation Total:</b>	 \$0.00
Upon Signing Contract:	\$0.00
Upon Start of Installation:	\$0.00
Upon Completion of Punchlist:	\$0.00
 <b>Total Contract</b>	 <b>\$16,245.11</b>
 <u>Upon Signing Contract</u>	 \$8,122.56
 <u>Less Retainer Received</u>	 \$3,500.00
 <b>Total Deposit Due</b>	 <b>\$4,622.56</b>
 <u>Contract Balance After Deposit</u>	 \$8,122.56

Please note: the above payment schedule is your billing format. You will be notified of amounts due prior to deliveries. Please remember to have appropriate payments on hand at time of delivery unless other arrangements have been made. Deliveries will not be made without appropriate payment. Any additions or change orders to the original contract will be billed as they become due.

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**Room:** Kitchen**Manufacturer:** ArtCraft**Price:** \$15,921.88**Door Style:** Laura**Drawer Style:** Slab**Material/Wood:** MDF/LP**Color/Finish:** Terra Bianca

Brushed stainless

**Hardware--Door:** Top Knobs**Type #:** SSS, SS7, SS1**Finish:** color

Brushed stainless

**Hardware--Drawer:** Top Knobs**Type #:** SSS, SS7, SS1**Finish:** color**Hinge:** Concealed**Type #:** Blum 110**Finish:****Toe Kick:** To match**Material:****Color/Finish:****Covings:****Crown:****Custom Work:****Special Comments:** Frameless

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**Manufacturer:** Top Knobs**Style:** SS5, SS7, SS1**Total for hardware:** \$280.08**Color/Finish:** Brushed stainless color**Shipping:** \$16.80**Sales tax:** \$26.35**Total hardware:** **\$323.23**

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## APPLIANCE SCHEDULE

Your cabinetry will be customized according to the following appliances as specified on the final drawings. If changes are made to this appliance schedule after sign-off of contract and drawings, such changes could result in incorrect cabinetry and panels. Any resulting corrections to the cabinetry could result in additional costs to the Purchaser.

Room: Kitchen

<u>Item Description</u>	<u>Manufacturer</u>	<u>Model#</u>	<u>Price or "By Others"</u>
30" Refrigerator	SubZero	611-SLH	By Others
30" Microwave	G.E Profile	PVM2070SK	By Others
30" Range	G.E Profile	JGS968SEK	By Others
24" Dishwasher	G.E Monogram	ZBD0710KSS	By Others

### Appliance Total: By Others

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**INSTALLATION SCHEDULE**

1 Installations by Bilotta include the install of upper & lower cabinetry, moldings, toe kick, panels & hardware, setting appliances in place (does not include connecting appliances), general leveling, and general clean-up of cabinet-related debris.

2 A five-year limited warranty on installation is covered by Bilotta, as per the following: Bilotta warrants its installation to the original owner only, against defects of workmanship for a period of five years. Bilotta Kitchens' obligation under the warranty is limited to repairing as we may determine, any defects caused by our actions but does not apply to: A) normal "wear & tear" usage, B) improper usage, accident, negligence, alteration, or C) any items or products not supplied by Bilotta Kitchens.

3 Where necessary Bilotta Kitchens will procure all permits required by local law for work done by Bilotta.

4 Certificates of Insurance will be furnished upon request.

**Installation by Bilotta Kitchens will be done in the following room(s) for the following price:**

**Room(s):** Kitchen      **Price:** \$0.00

**Approximate start date:** \_\_\_\_\_

**Approximate substantial completion date:** \_\_\_\_\_

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**ACCEPTANCE**

I/We hereby authorize Bilotta Kitchens of NY, LLC to execute the project as defined in the attached ( 8 ) pages.

Any change or modifications to the attached will be made by official Change Order, signed by Purchaser and Bilotta;

I/We have read the above contract, payment schedule schedules of goods and services, and all terms and conditions.

I/We understand the nature and scope of the project, and personally accept and guarantee the terms and conditions of the agreement.

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
[Bilotta Kitchens]

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
[Redacted]

**YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY  
TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE  
DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF  
CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT**

Purchaser's Initials

Bilotta Designer's Initials

BNY/CON/9-1-09

## NOTICE OF CANCELLATION

10/31/2  
(Date)

You may cancel this transaction without any penalty or obligation within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice cancellation, you may return or dispose the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to **Bilotta Kitchens of New York, LLC** at **150 East 58th St., New York, NY 10155** not later than midnight of \_\_\_\_\_.

(Date)

I hereby cancel this transaction:

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(Buyer's Signature)