



Policies, Terms and Conditions

- The content of the pages of this website are for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

1. **Order Acceptance Policy.** HIGGINS WOODCRAFT reserves the right at any time to accept or decline a Customer's order for any reason, including lack of availability of products, failure by the Customer to satisfy payment terms, or when a product is quoted at an incorrect price due to typographical error (for, example, in an advertisement) or error in pricing information. HIGGINS WOODCRAFT reserves the right to adjust or cancel quotations as required.

2. **Terms of Payment.** Terms of Payment. Terms of payment are within HIGGINS WOODCRAFT's sole discretion. Unless otherwise agreed to by HIGGINS WOODCRAFT, all orders require a 50% deposit at the point of sale and the balance must be received or otherwise authorized or secured in a form approved by HIGGINS WOODCRAFT at the time the purchased product is fitted.

3. **Design.** HIGGINS WOODCRAFT will design according to the customer's specifications. **Design change made after confirmation of delivery will incur a "change order" fee of 5% of the total kitchen cabinet costs, plus a restocking fee of 25% for any items returned to HIGGINS WOODCRAFT. Customer is responsible for final design.**

4. **Delivery.** HIGGINS WOODCRAFT will schedule and confirm delivery of the Customer's order 5 days before the anticipated delivery date. The Customer is responsible to inspect all deliveries for damage or accuracy. The Customer must notify HIGGINS WOODCRAFT of any damage or missing and/or incorrect items within 72 hours of receipt of delivery. HIGGINS WOODCRAFT will have no responsibility for any damage or missing items not

reported to it within 72 hours of delivery. HIGGINS WOODCRAFT may deliver partial orders, in which case Customer will be required to acknowledge delivery and any backorder.

6. Return Policy. The Customer may return extra items resulting from a HIGGINS WOODCRAFT design error without charge provided the return is made prior to installation, without damage and within 30 days of original delivery. However, returns due to customer error will be subject to a restocking fee. Such items returned in original, unopened packaging will incur a 25% restocking fee; items returned in open packaging will incur a 35% restocking fee; and all returns may be subject to additional fees for, for example, damage or freight charges. No refunds will be made if the product returned is missing any parts or for items not normally carried in stock (i.e., “special order products) or items shipped from third parties. All products will be inspected on return before credit is authorized. All replacement requests must be made within three days of delivery. Items for replacement and return authorization requests must be inspected before a replacement can be completed. Replacement/Return items must be returned to the HIGGINS WOODCRAFT address for inspection before a replacement item or return authorization can be provided to customer. If an item cannot be returned to the HIGGINS WOODCRAFT address at the time of inspection, a photograph of the damaged or defective product must be provided along with reason of return/replacement for review and approval of replacement. All return items must be returned to HIGGINS WOODCRAFT Morgans South, Askeaton, Foynes, Co. Limerick. No HIGGINS WOODCRAFT product returns will be accepted in alternate locations. No alterations will be accepted (cutout, drilled, marred, scraped and the like) without the consent of HIGGINS WOODCRAFT. All 3rd party products are non-refundable or exchangeable.

7. Cancellations. Customers may cancel orders without charge within 5 days of placing an order. Any order cancelled after 5 days but before we confirm delivery will be charged a 5% re-stocking fee. **ORDERS MAY NOT BE CANCELLED AFTER WE HAVE CONFIRMED DELIVERY OF THE PURCHASED ITEMS.**

8. VAT. Buyer shall pay HIGGINS WOODCRAFT any and all sales taxes, excises or other charges upon, or measured by the production, sale, transportation, delivery or use of the merchandise sold that HIGGINS WOODCRAFT is required to collect.

9. Warranty. HIGGINS WOODCRAFT warrants to the original consumer purchaser that all products HIGGINS WOODCRAFT sells (“HIGGINS WOODCRAFT Products”) for use in a personal residence will be free from defects in material and workmanship under normal use for as long as he/she owns the home in which the HIGGINS WOODCRAFT Products are originally installed. This warranty is expressly limited to repair or replacement of the defective part at HIGGINS WOODCRAFT’s discretion, and does not include the cost of removal or replacement. This warranty does not cover countertops, appliances, plumbing fixtures, backsplashes, flooring, etc., or the costs, including labor, to remove and reinstall such items and related components such as fittings, appliances, etc.

This warranty shall become void if the cabinets are in any way modified and does not cover damage resulting from normal wear and tear, accident, misuse, abuse, dirt, water, tampering, unreasonable use, neglect, acts of God, exposure to extreme temperatures, or servicing performed or attempted by unauthorized service agencies, or for units that have been used for commercial purposes. If a warranty claim is filed after a HIGGINS WOODCRAFT product becomes obsolete, HIGGINS WOODCRAFT reserves the right to replace the affected component with a new component of the same style.

THIS WARRANTY IS HIGGINS WOODCRAFT'S EXCLUSIVE WARRANTY WITH RESPECT TO HIGGINS WOODCRAFTC PRODUCT. HIGGINS WOODCRAFT DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PUPOSE. IN NO EVENT SHALL HIGGINS WOODCRAFTC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE CUSTOMER OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM PERSONAL INJURY, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROPERTY, ECONOMIC LOSSES, OR STATUTORY OR EXEMPLARY DAMAGES, WHETHER FROM NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE.