

LEGAL NOTICE  
TOWN OF EASTHAM  
INVITATION FOR BID

RENOVATION OF KITCHEN AT SENIOR CENTER

The Town of Eastham will accept sealed bids for the renovation of the kitchen at the Eastham Senior Center until THURSDAY JANUARY 24, 2013 at 2:00 PM at which time all bids will be publicly opened and read at Eastham Town Hall, 2500 State Highway, Eastham, MA 02642. Sealed bids must be submitted in an envelope clearly marked "Renovation of Senior Center" on the outside and addressed to the Chief Procurement Officer, Eastham Town Hall, 2500 State Highway, Eastham, MA 02642. This bid is subject to payment and reporting of MA Prevailing Wages. Town Administrator reserves the right to accept and/or reject any and all bids, cancel the bid process and waive any minor informalities in bidding procedures to the extent allowed by law and make the award as may be deemed to be in the in the best interest of the Town. Late, fax, or E-mail bids will not be considered. Bid documents are available Monday through Friday from 8:00 AM through 4:00 PM at Eastham Town Hall and may also be obtained by contacting Vicky Anderson at (508) 240-5900 or from the Town website at [www.eastham-ma.gov](http://www.eastham-ma.gov). A required site visit will be held at the Senior Center on Thursday January 17, 2013 at 8:00 AM. AA/EEOE

Sheila Vanderhoef  
Town Administrator  
Chief Procurement Officer

CAPE CODDER

FRIDAY JANUARY 4, 2013

CENTRAL REGISTER

WEDNESDAY JANUARY 2, 2013

**TOWN OF EASTHAM  
INVITATION FOR BID (IFB)  
RENOVATION OF KITCHEN AT SENIOR CENTER**

**1. INTENT, RECEIPT, OPENING AND AWARD OF BIDS**

It is the intent of the Town of Eastham to renovate the kitchen at the Eastham Senior Center, 1405 Nauset Road Eastham, MA 02651 including the removal of old cabinets and counters and the supply and installation of new cabinets, countertops, and flooring and the painting of interior kitchen walls. All work on this project must be scheduled before April 1, 2013 and completed within 14 consecutive days, start to finish. This project is subject to the payment and reporting of prevailing wages.

Bid documents are available Monday through Friday from 8:00 AM through 4:00 PM at Eastham Town Hall, 2500 State Highway, Eastham, MA 02642 and may also be requested by contacting Vicky Anderson at (508) 240-5900 or from the Town website at [www.eastham-ma.gov](http://www.eastham-ma.gov).

Bids from qualified Construction Supervisors with at least 10 years experience as a general contractor for commercial or residential kitchen remodeling or construction will be received at Eastham Town Hall, 2500 State Highway, Eastham MA until Thursday January 24, 2013 at 2:00 PM at which time bids will be publicly opened. Bids must be submitted in a sealed envelope that is clearly marked on the outside of the envelope: **“RENOVATION OF KITCHEN AT SENIOR CENTER.”** The outside of the envelope must also show the name and address of the bidder. Bids received after the time and date established herein WILL NOT be accepted or considered, regardless of the cause for delay in the submission of such bids.

All bidders must attend a required site visit which will take place at the Center at 8:00 AM on Thursday January 17, 2013. Answers to any questions asked at the site meeting will be provided in writing to all those who register their attendance the site visit.

Questions on this project must be submitted in writing to the Eastham Town Administrator c/o Vicky Anderson, Eastham Town Hall 2500 State Highway Eastham MA or via e-mail at [Townhall@eastham-ma.gov](mailto:Townhall@eastham-ma.gov) and received no later than Monday January 21, 2013 at 4:00 PM. Responses to all questions will be provided to all those who requested the Invitation for Bid.

The Town Administrator reserves the right to accept and/or reject any and all bids, cancel the bid process and waive any minor informalities in bidding procedures to the extent allowed by law and make the award as may be deemed to be in the in the best interest of the Town.

The contract will be awarded to the lowest responsive and responsible bidder.

**2. BID FORMS**

Each bid shall be submitted on the form, attached here as **EXHIBIT A**. The Non-Collusion and Tax Compliance Certifications, attached hereto as **EXHIBIT B**, must be submitted with each bid. **EXHIBIT C**, including a statement of bidder

qualifications and a list of bidder's references must be submitted with the other two exhibits. Both **EXHIBIT A** and **EXHIBIT B** must be signed by an official authorized by the corporate entity to sign contracts. **SECTION 6 of the Invitation for Bid, Minimum Specifications**, must also be filled in and returned with **Exhibits A, B, and C**.

All bid prices must be firm for a 60 day period.

### 3. BID DEPOSIT

Each bid submitted shall be accompanied by a bid deposit in the form of a certified check, bank treasurer's check, cashiers' check, cash, or bid bond issued by a surety company licensed by the State Division of Insurance in an amount equal to 5% of the bid.

All bid deposits will be returned when a contract is signed or if no award is made, within sixty (60) days after the date of opening the bids.

### 4. WITHDRAWAL AND/OR MODIFICATION OF BIDS

Any bid may be modified or withdrawn prior to the opening of bids. No such modification or withdrawal shall be allowed once the bids are opened.

### 5. GENERAL REQUIREMENTS

It is the intent of the Town of Eastham contract with a qualified Construction Supervisor to renovate the current Senior Center kitchen. This Invitation for Bid will be incorporated into the contract. Any equipment supplied and installed shall meet the requirements of the National Electric Code, along with all applicable state and local codes and regulations. All work shall be performed in a workmanlike manner by licensed professionals and shall carry a minimum full year warranty for parts and service. The contractor will be responsible for applying for any inspections required for this work.

### 6. MINIMUM SPECIFICATIONS:

**COMPLETE SECTION 6 BELOW ATTACH ALL PRODUCT INFORMATION AND SUBMIT THIS SECTION WITH THE BID DOCUMENTS. BIDDERS MUST INDICATE WHETHER THE BID COMPLIES WITH ALL REQUIREMENTS BELOW.**

#### 6.1 COUNTERS, CABINETS, BACKSPLASH AND PAINTING

6.1.1 *Remove and dispose of all current kitchen cabinets and counters*

COMPLIES (?) YES \_\_\_ NO \_\_\_ Exceptions: \_\_\_\_\_

6.1.2 *Provide and install Norcraft Europa Destiny Thermofoil cabinets: door style "Adriatic," 5/8 inch engineered wood. Finish: "Satin Birdseye" (Or Equal) Please see attached vendor's description.*

COMPLIES (?) YES \_\_\_ NO \_\_\_ Exceptions: \_\_\_\_\_

6.1.3 Provide and install laminate square edge counters with 4" backsplash:  
*Wilsonart #4838-38 "Antique Roca" (includes template) (Or Equal)*

COMPLIES (?) YES \_\_\_ NO \_\_\_ Exceptions: \_\_\_\_\_

6.1.4 Prepare all interior kitchen wall surfaces and paint kitchen with 2 coats  
of Benjamin Moore kitchen and bath paint (Or Equal)

COMPLIES (?) YES \_\_\_ NO \_\_\_ Exceptions: \_\_\_\_\_

6.1.5 Patch wall after fan is removed.

COMPLIES (?) YES \_\_\_ NO \_\_\_ Exceptions: \_\_\_\_\_

## 6.2 FLOORING

6.2.1 Install and provide Konecto tile: Toscano Stone Lake Como #10026 over  
entire kitchen floor (Or Equal)

COMPLIES (?) YES \_\_\_ NO \_\_\_ Exceptions: \_\_\_\_\_

## 6.3 PLUMBING

6.3.1 Remove current faucets and sinks; disconnect dishwasher

COMPLIES (?) YES \_\_\_ NO \_\_\_ Exceptions: \_\_\_\_\_

6.3.2 Re-install current faucets and sinks; re-connect dishwasher

COMPLIES (?) YES \_\_\_ NO \_\_\_ Exceptions: \_\_\_\_\_

## 6.4 ELECTRICAL

6.4.1 Install 3 new outlets for (1) microwave oven, (2) Refrigerator, and (3)  
Freezer

COMPLIES (?) YES \_\_\_ NO \_\_\_ Exceptions: \_\_\_\_\_

6.4.2 Disconnect wall fan

COMPLIES (?) YES \_\_\_ NO \_\_\_ Exceptions: \_\_\_\_\_

## 7. QUALITY ASSURANCES

All work shall comply with all governing codes/regulations/laws. Contractor shall provide products of acceptable manufacturers which have been in satisfactory and similar use for at least three (3) years. Installers must be experienced and qualified. All materials must be handled, delivered and stored in accordance with manufacturer's instructions. All manufacturers' warranties, expressed or implied, shall be in force upon completion of the project.

All installation and fabrication work shall be warranted by the bidder for a period of five years. Defects in materials, equipment and workmanship shall be corrected promptly through repairs and replacement.

**8. WARRANTY, GUARANTEE AND MAINTENANCE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**Warranty and Guarantee**

A one-year warranty shall be included by the contractor against any installation defects.

The contractor warrants and guarantees to owner that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given by the owner to contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 8.

**One Year Correction Period**

If within one year after the date of completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be defective, the contractor shall promptly, without cost to the Town of Eastham and in accordance with the Town's written instructions, either correct such defective work, or, if it has been rejected by the Town, remove it from the site and replace it with non-defective work. If the contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Town of Eastham may have the defective work corrected or the rejected work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of installers, contractors, attorneys, and other professionals) will be paid by the contractor. In special circumstances where a particular item of equipment is placed in continuous service before completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications or by written amendment.

**7. INSTALLATION – NEW KITCHEN LAYOUT IS ATTACHED**

Prior to performing work on this project, the contractor will submit to the Town for approval by the Town Administrator a timetable to complete the work, a list of all sub-contractors on this project and complete shop drawings including specifications for all materials to be used in the project. Shop drawings must be consistent with the attached planned kitchen layout. The project must be completed before April 1, 2013 during up to 14 consecutive days, start to finish.

The contractor shall install the complete kitchen in accordance with the manufacturer's recommendations.

The entire renovation shall be installed at the Eastham Senior Center, 1405 Nauset Road, Eastham MA. The following requirements apply:

- a. Any installed wiring shall meet all applicable codes and pass all inspections.
- b. At completion of final testing, touch-up any painted areas as required to keep the equipment in as new condition, and restore the installation area.

**8. PAYMENT BONDS AND RETAINAGE**

Payment Bond: Upon award of the contract, the successful bidder will be required to provide a Payment Bond in the amount of 50% of the contract price to guarantee payment to materials suppliers and / or subcontractors in the event that the general contractor fails to pay the materials suppliers and / or subcontractors.

Retainage: The Town will retain 10% of the bid price for all work invoiced until the project meets all specifications and is approved by the Town Administrator.

**9. INSURANCE**

The contractor shall carry and maintain insurance, as required by applicable laws and regulations, but not less than specified below and in such form as shall protect the Town from all claims and liability for damage and personal injury, including accidental death, and for property damage which may arise from the operations covered under this agreement. The minimum coverage and amounts of such insurance shall be as follows:

**COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury	\$1,000,000 Each Occurrence \$3,000,000 Aggregate
Products Completed Operations	\$3,000,000 Aggregate

**AUTOMOBILE LIABILITY**

Bodily Injury and Property Damage	\$1,000,000 Each Occurrence CSL
-----------------------------------	------------------------------------

**WORKER'S COMPENSATION**

As Required by Massachusetts General Laws	\$500,000 Each Accident \$500,000 Contract Limit \$500,000 Each Employee
---	--

The policies shall be so written that the Town of Eastham will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation. A Certificate of Insurance from the insurance carrier, stating the limits of liability and the expiration date, shall be filed with the Town before operations may commence. The Town will be noted as an additional insured on the certificate.

**10. INDEMNIFICATION**

The successful bidder shall agree to indemnify and hold harmless the Town of Eastham and its officers, employees, boards, commissions, agents, and representatives from and against all claims, causes of actions, suits, damages, and liability of any kind which arise out of the acts, negligence, or willful misconduct of the successful bidder or its officers, employees, agents and representatives.

**12. METHOD OF PAYMENT**

The contractor shall submit invoices to the Town for service performed. Bills without full information will be rejected without late charge accrual. The Town shall make payments as appropriate to the contractor within thirty days after receipt of the invoice, but late payments shall not be cause for interest payments unless such late payments are consistent for a consecutive three month period.

**13. PREVAILING WAGES, LABOR HARMONY, and OSHA:**

This project is subject to Prevailing Wages and the contractor shall submit proof of payment of Prevailing Wages as detailed on the Minimum Wage Rate Scale included in this bid package. Submission of certified payroll(s) weekly is required. The contractor will be required by contract to provide certifications regarding labor harmony and OSHA training.

**TOWN OF EASTHAM  
INVITATION FOR BID  
RENOVATION OF KITCHEN AT SENIOR CENTER**

**EXHIBIT A: BID FORM**

**NAME OF COMPANY:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **fax:** \_\_\_\_\_ **cell:** \_\_\_\_\_

Amounts shall be given both in words and figures. In case of discrepancy, the amount expressed in words shall govern.

**TOTAL BID PRICE PER SPECIFICATIONS FOR RENOVATION OF THE KITCHEN IN THE SENIOR CENTER 1405 NAUSET ROAD, EASTHAM, MA 02642.**

**\$** \_\_\_\_\_ **\$** \_\_\_\_\_

**Amount in figures**

**Amount in words**

*Signature of official authorized to bind the bidder to a firm offer for a sixty (60) day period:*

\_\_\_\_\_  
**Signature, Authorized Official**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

**Affix Corporate Seal if bid by a Corporation**

**TOWN OF EASTHAM  
INVITATION FOR BID  
RENOVATION OF SENIOR CENTER KITCHEN  
EXHIBIT B**

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

\_\_\_\_\_  
(Signature of individual signing bid or proposal)

\_\_\_\_\_  
(Name of business)

**STATEMENT OF TAX COMPLIANCE**

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or

Federal Identification Number:

\_\_\_\_\_

Signature of individual signing

Bid or proposal:

\_\_\_\_\_

Dated:

\_\_\_\_\_

**TOWN OF EASTHAM  
INVITATION TO BID  
RENOVATION OF KITCHEN IN THE EASTHAM SENIOR CENTER  
EXHIBIT C**

**STATEMENT OF QUALIFICATIONS /LIST OF REFERENCES**

Bidders must provide Statement of Bidder Qualifications and a list of at least 5 customers for which a project of similar size and scope has been done within the last 3 years. A poor reference may be grounds for rejection. Provide the name of a contact person and a telephone number where he/she may be reached. Attach additional pages if needed.

**NAME/BUSINESS/GOV. AGENCY:** \_\_\_\_\_

Work Performed for this Customer / Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**NAME/BUSINESS/GOV. AGENCY:** \_\_\_\_\_

Work Performed for this Customer / Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**NAME/BUSINESS/GOV. AGENCY:** \_\_\_\_\_

Work Performed for this Customer / Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**TOWN OF EASTHAM  
INVITATION TO BID  
RENOVATION OF KITCHEN IN THE EASTHAM SENIOR CENTER**

**EXHIBIT C**

**STATEMENT OF QUALIFICATIONS /LIST OF REFERENCES**

Bidders must provide Statement of Bidder Qualifications and a list of at least 5 customers for which a project of similar size and scope has been done within the last 3 years. A poor reference may be grounds for rejection. Provide the name of a contact person and a telephone number where he/she may be reached. Attach additional pages if needed.

**NAME/BUSINESS/GOV. AGENCY:** \_\_\_\_\_

Work Performed for this Customer / Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**NAME/BUSINESS/GOV. AGENCY:** \_\_\_\_\_

Work Performed for this Customer / Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**NAME/BUSINESS/GOV. AGENCY:** \_\_\_\_\_

Work Performed for this Customer / Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_



*Noncraft*  
 DESTINY  
 ARCHITECTURAL SPECIFICATIONS

CABINETS (p1)  
 MINIMUM  
 SPECIFICATIONS

CABINET BOX:

- 1. OUR CABINETS ARE MANUFACTURED WITH 5/8"-THICK ENVIRONMENTALLY-FRIENDLY EPP-CERTIFIED ENGINEERED WOOD OR PLYWOOD PANELS
- 2. DOWEL-AND-GLUE JOINERY AND FULLY-CAPTURED, MACHINE-FITTED BACK PANEL
- 3. FLUSH BOTTOM, TOP, AND FINISHED ENDS FOR A FURNITURE-LIKE APPEARANCE AND EASY INSTALLATION
- 4. FOOTED MOLDINGS AND LIGHT RAILS SECURE TO FLUSH TOPS AND BOTTOMS OF WALL CABINETS
- 5. FULL-WIDTH STRETCHERS FRONT AND REAR PROVIDE SOLID SUPPORT AND MOUNTING SURFACE FOR COUNTER TOPS
- 6. TOE-SPACE BLOCKING FRONT AND REAR PROVIDES STRENGTH FOR OPTIONAL COORDINATING TOE KICK COVER

EXTERIOR:

- 7. TOPS, BOTTOMS AND UNFINISHED ENDS ARE COVERED IN WHITE OR NEUTRAL WOODGRAIN MELAMINE, PROVIDING COMPLETE COVERAGE OF THE ENGINEERED WOOD CORE; FINISHED ENDS, INTERIORS AND PANELS ARE COVERED IN COLOR-COORDINATED MATERIAL
- 8. FRONT EDGES HAVE MATCHING WOOD OR COORDINATING PVC EDGE BANDING; TOPS, BOTTOMS, AND BACKS OF END PANELS ARE ALSO EDGE BANDED

INTERIOR:

STANDARD WHITE OR NEUTRAL WOODGRAIN MELAMINE INTERIOR; OPTIONAL COORDINATING INTERIOR AVAILABLE

SHELVING:

3/4"-THICK, ADJUSTABLE, FULL-DEPTH SHELVING WITH EDGE BANDING AND METAL SHELF CLIPS

HINGES:

STEEL, FULLY-CONCEALED, CLIP-ON/OFF, SELF-CLOSING, 107°, 6-WAY-ADJUSTABLE HINGE WITH A LIFETIME MANUFACTURER'S WARRANTY AND SOFT CLOSE OPERATION

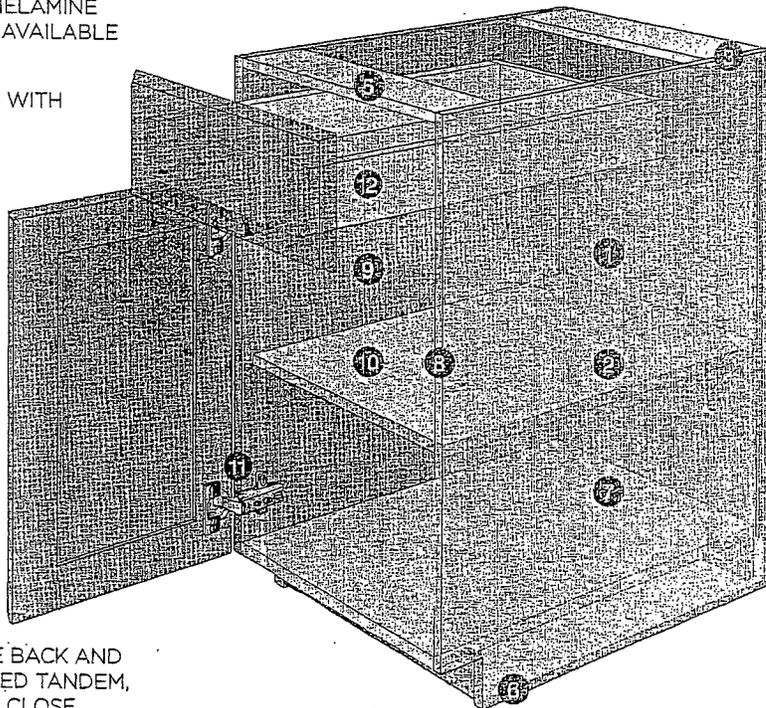
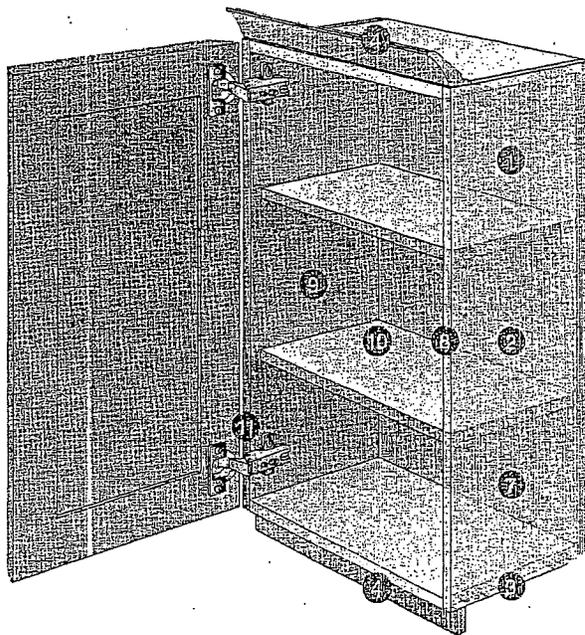
STANDARD DRAWER SYSTEMS:

WOOD DOVETAIL DRAWER  
 5/8"-THICK, DOVETAILED SIDES AND BACK, 1/4"-THICK, FULLY-CAPTURED BOTTOM, AND FULL-EXTENSION, 75-POUND-RATED TANDEM, UNDERMOUNT GLIDES WITH SOFT CLOSE. SOFT CLOSE ALLOWS DRAWER TO CLOSE QUIETLY WITH JUST A TOUCH. STANDARD ON CABINETS WITH ALL DOOR STYLES EXCEPT ACRILUX. WOOD DOVETAIL PULL-OUTS, WITH SOFT CLOSE, ARE AVAILABLE AS AN UPGRADE

METAL DRAWER

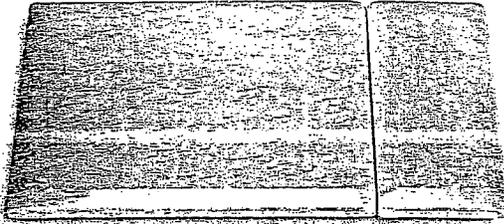
GRAY METAL SIDES, 5/8"-THICK, GRAY MELAMINE BACK AND BOTTOM, AND FULL-EXTENSION, 75-POUND-RATED TANDEM, UNDERMOUNT GLIDES WITH SOFT CLOSE. SOFT CLOSE ALLOWS DRAWER TO CLOSE QUIETLY WITH JUST A TOUCH. STANDARD ON CABINETS WITH ACRILUX DOOR STYLES AND OPTIONAL ON CABINETS WITH ALL OTHER DOOR STYLES. METAL PULL-OUTS, WITH SOFT CLOSE, ARE AVAILABLE AS AN UPGRADE

ALL GLIDES HAVE A LIFETIME MANUFACTURER'S WARRANTY



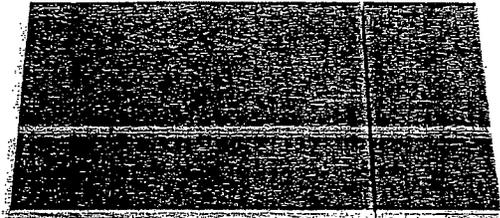
THERMOFOIL DOOR STYLES

JUPITER



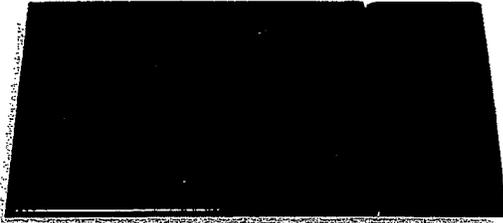
Shown : Gloss Birdseye

ADRIATIC



Shown : Warm Maple

MURANO



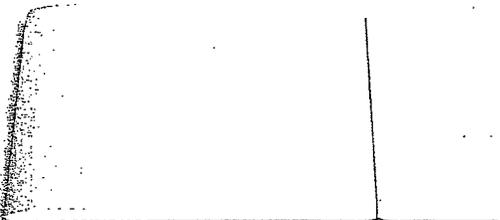
Shown : Gloss Blue

BROOKLYN



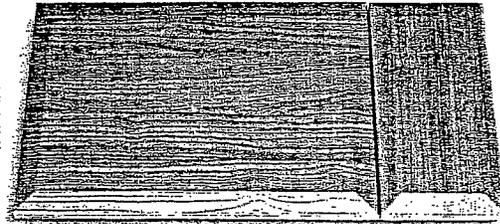
Shown : Gloss Black

PASADENA



Shown : Satin Cream

CELLINI



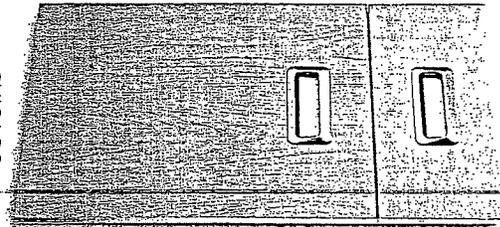
Shown : Sakura Cherry

RALEIGH



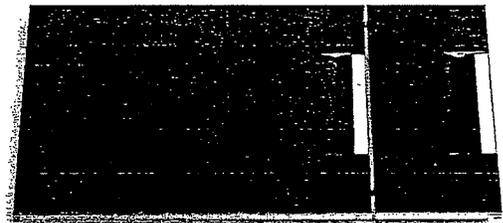
Shown : Gloss Red

CHICAGO



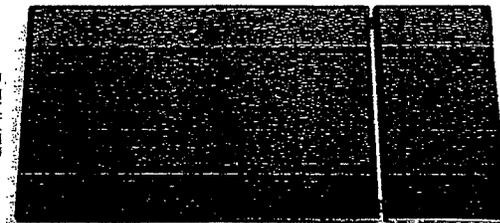
Shown : Clear Maple

RUTLAND



Shown : Avana Birdseye

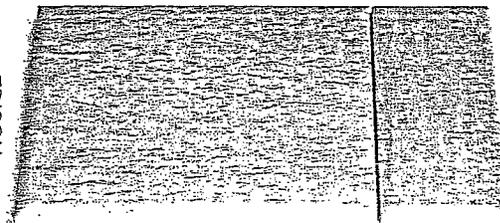
DENVER



Shown : Blu Metallic



EDISON

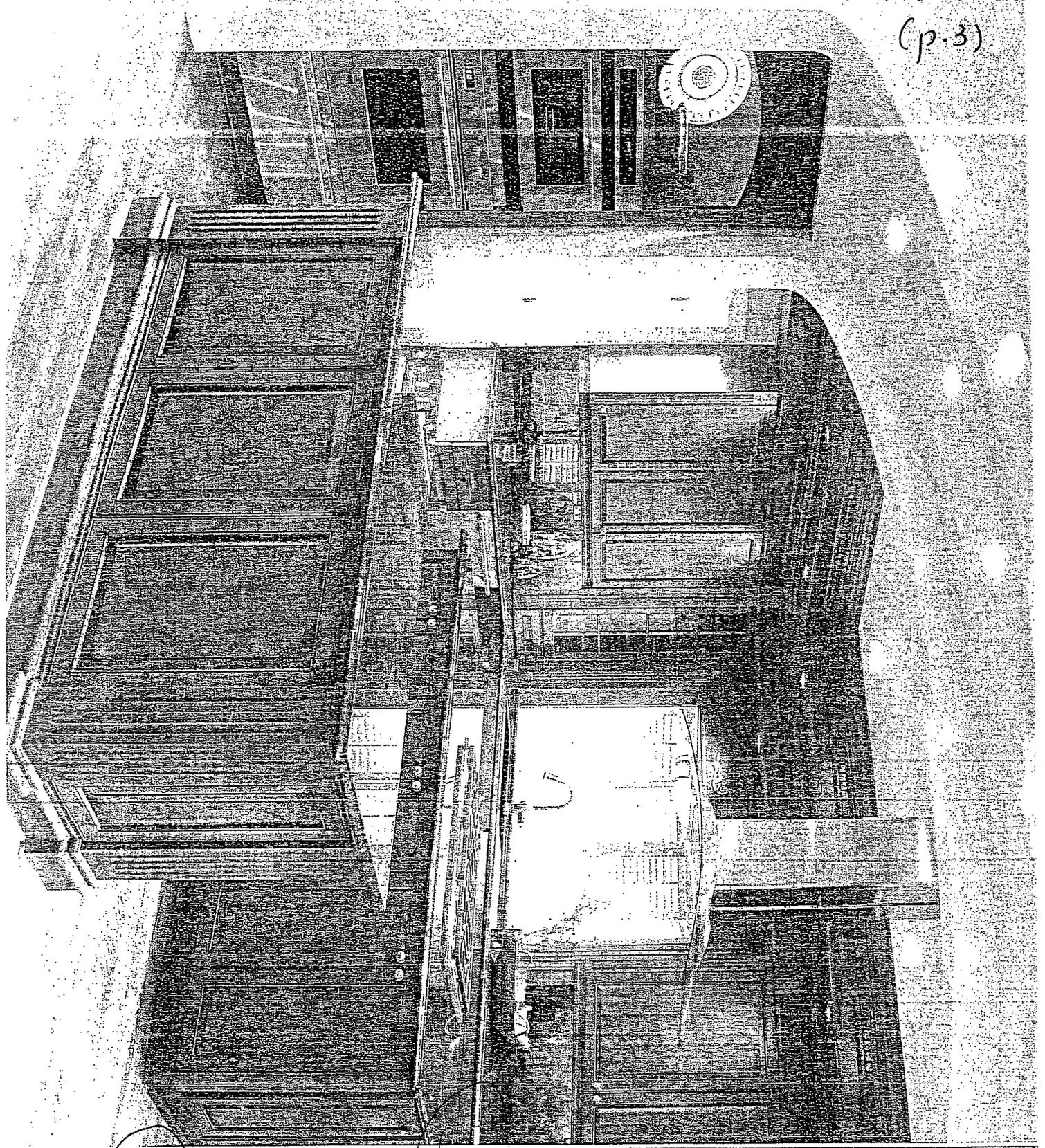


Shown : Satin Birdseye



CABINETS

(p.3)



ALCOPIA

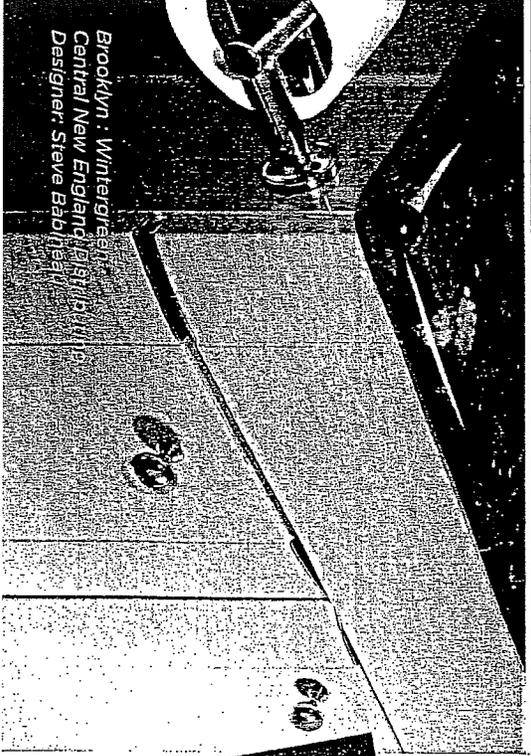
ALCOPIA

*Cabinets (p.4)*

**DESTINY THERMOFOIL : ADRIATIC : BLU METALLIC**

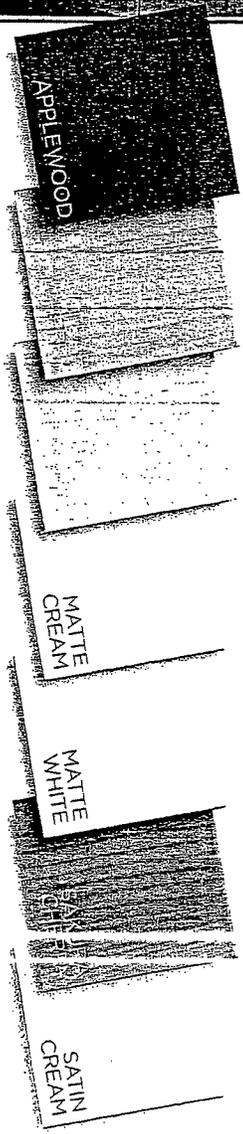


*Adriatic: Blu Metallic  
Pasadena: Sakura Cherry  
Kitchen & Bath Design Consultants  
Designer: KBDC Staff*

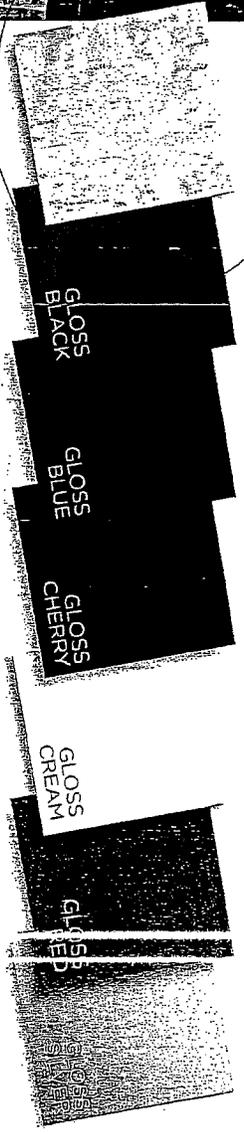


*Brooklyn: Wintergreen  
Central New England  
Designer: Steve Babitsky*

**THERMOFOIL FINISHES : STANDARD**



**THERMOFOIL FINISHES : DELUXE**



**THERMOFOIL FINISHES : PREMIUM**



*Birdseye  
Satin*

Finishes shown here represent the scope of the Destiny line and should not be used for color matching.

## 100-Year Limited Warranty

Europa endeavors to provide cabinet products that represent our pride and will provide satisfaction for our customers. Europa cabinets are warranted to the original purchaser to be free from defects in materials and workmanship under normal residential usage for a period of one hundred (100) years from the date of purchase. This warranty is non-transferable.

During this warranty period, Europa will repair or replace, at our option, any cabinet or its component which proves to be defective in material and/or workmanship under normal installation, use and service. This warranty is limited to the replacement of defective parts and does not include service, labor, or transportation charges related to the removal or installation of defective parts. In addition, this warranty does not include labor or damage related to improper installation, storage, misuse or neglect.

This warranty shall not apply to Europa cabinetry or parts that have been subjected to alteration, modification, accident, damage in transit, abnormal use, extreme temperature, moisture levels, or abrasive cleaning chemicals.

This warranty does not apply to any products used or installed in conjunction with Europa cabinets such as plumbing fixtures, counter tops, or appliances. Use of Europa cabinetry or parts contrary to instructions furnished by Europa will void this warranty.

To obtain service under this warranty, please contact the business from whom you purchased this product. A copy of the original purchaser's dated receipt must be submitted with all claims to preserve the rights under this warranty. This warranty is non-transferable. Europa reserves the right to inspect the claimed defective cabinets to require that the replacements will be invoiced upon shipment and credit issued upon the return and inspection of defective product.

### Special considerations:

- a.) Doors that are warped 1/4" or less must be allowed to hang through two (2) seasons (Spring, Summer) before replacement will be made. Typically, the door will return to its normal flat position after conditioning to its environment. Prior to requesting a replacement, please be sure that the problem is not an installation deficiency.
- b.) Finish deviations must be inspected by an authorized Europa representative. Determination will be made following the inspection whether to repair in the field or to return the product to the factory for refinishing or replacement. No field repair may be made without approval from Europa.
- c.) Stain variations: Since no two trees are the same, wood is a unique material with natural variations in grain, texture, and color. These variations may also cause considerable differences between old samples and new cabinets. Please Note: Newly produced cabinets will never be the same color as aged samples or cabinets.
- d.) This warranty does not apply to any thermofoil products installed, without the use of properly-installed heat shields, adjacent to appliances or fixtures, such as lighting, that generate high temperatures.
- e.) Repair(s) or replacement(s) are contingent upon the current product offerings of styles and construction options within the Europa products at the time of the claim. If a warranty claim is filed after an Europa product becomes obsolete or discontinued, Europa will replace the affected component with a new component of the same or similar style based on availability.
- f.) Any deviation from standard door construction voids this warranty, including the removal of stiles and rails and sizes that exceed that maximum height and width as stated in our custom modifications page.

No dealer or agent of Europa has any authority to change or enlarge the above warranty or Europa's responsibility.

**THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE ONLY EXPRESS WARRANTIES EXTENDED BY EUROPA FOR THE CABINETS. IN LIEU OF ALL OTHER WARRANTIES, THE PROVISIONS OF THE WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF EUROPA AND THE PROPERTY OWNER'S EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY. EUROPA SHALL NOT BE LIABLE TO THE PROPERTY OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF AN EXPRESS OR IMPLIED WARRANTY ON THE CABINETS.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EFFECTIVE JANUARY 1, 2009

**EUROPA**  
by Norcraft