

PIONEER MILLWORKS, INC.

TERMS & CONDITIONS OF SALE

From all of us at Pioneer Millworks, thank you for your order. It's a pleasure for us to be able to run a business that supplies products from re-used and sustainable sources; and you have reinforced our efforts. In order to give you the highest quality for the fairest price we must be well managed and efficient, so please review this carefully and call us immediately if any of it needs clarification.

Price Quotes: Prices quoted are good for 30 days unless noted otherwise. Shipping charges on the quote are estimated at the time of order and will be adjusted and billed on the final invoice.

Order confirmation: Because every order is custom, both a signed order confirmation and a non-refundable deposit are required to initiate your order. Please review the order confirmation carefully to make sure the sizes, quantities, grades, and species are what you want. You are responsible for quantity estimates. A signed order confirmation constitutes acceptance of our terms and conditions of the sale and acceptance of the order as it is written including material specifications.

Change orders: A change order encompasses either additions or deletions to the original order. If additions are requested and the original schedule needs to be met a 20% premium will be charged. This premium may be adjusted if additions are early in the milling schedule. A new deposit may be required if substantial additions are made. There will be a \$25.00 administration fee for all change orders (additions or deletions).

Deletions: Because of the custom nature of our work, deletions or cancellations can cause problems. If we have started preparation, a 20% fee will be charged for material handling and rough sizing costs. If we have started milling operations, the customer is liable for all costs incurred including knife grinding charges or test runs. Any milled material will be charged at the quoted price.

Timber Specifications: We supply an orientation list with all timber order confirmations. This information greatly assists us in giving you the best quality product we can provide. Please return it as quickly as possible. The time that you take to fill it out will be saved many times over on your project. As-found timbers are not guaranteed against insect infestation, even if a pesticide is applied.

Lead Time: Lead time estimates are given on the quotation and order confirmation. These are based on our best information at the time of the order. Lead time begins upon receipt of your deposit and signed order confirmation, and is to the date of shipment from our shop. Pioneer Millworks is not responsible for transit times issued by our shippers.

Shipping: Orders are shipped freight prepaid by Common Carrier or truckload Carrier. By doing this we are able to obtain discounted shipping rates and pass our discounts on to our customers. All prices are F.O.B. Farmington, NY 14425. **If the order must be transferred to another truck to deliver the shipment to the job site, or if the delivery is re-routed after the order leaves our shop, any additional charges will be billed to the customer after delivery. All shipments are "tailgate delivery", please note that you are responsible for the off-loading of the material from the truck, including any necessary labor and/or equipment.** If your order arrives damaged due to shipping, please note the damage on the freight bill before signing the bill of lading and contact us as soon as possible. Do not un-bundle your order. We will handle the claim and replace any damaged material as soon as possible.

Acclimation and Installation: We recommend installation and finishing by a qualified professional wood flooring contractor. Although our wood is kiln dried for maximum stability, all flooring must be acclimated in the space where the floor is to be installed prior to laying the floor. The acclimation time varies in different geographic locations, however 1 – 2 weeks is recommended, and we include stacking instructions with your order. The floor may be stacked on itself as indicated in these instructions, or stickers can be supplied for \$5.00 per bundle. Flooring wider than 6" in nominal width should be face-nailed or equivalent to minimize movement after installation. Please consult the National Wood Flooring Association recommendations for Solid Wood Flooring installations for further information. If your flooring is ordered as "random width", you will receive enough square footage to cover the quantity ordered, however the quantity of each width may not be consistent; this will create a non-repeating "random pattern".

Final Payment: Final payment (including shipping charges and sales tax, if applicable), is due upon completion of the order and prior to material leaving our yard. Clients are invited to inspect their order at our yard prior to shipment. If final payment is not received within 30 days of completion of the order, a 2% per month charge will be added to the order to cover storage and handling.

Grading: Pioneer Millworks has created various grades and descriptions to quantify as best we can the board stock and finished product you have ordered. Due to the quiriness and variability of our sources, these descriptions are very good, but not perfect guidelines. For this reason, we request that our customers order extra to cover this variation. If you must replace a board that doesn't fit your specified grade, send it back (shipping prepaid) and we will happily ship you a replacement.

Guarantee: We guarantee your material to be as listed on the order confirmation, per our grade specifications. Before installation, inspect your order. If for any reason you are not satisfied with the material, please contact us as soon as possible and we will do our best to remedy the situation.

Material Storage: We reserve the right, 7 days after notification of completed order, to either ship the product to you; or tarp and store it outside our facility until you need it shipped. There is a storage fee for orders held at our facility. We apologize for any inconvenience, however, we do not have unlimited storage.