

2/8/2023

Price Quotes

- Prices quoted are good for 30 days unless otherwise noted.
- All material subject to availability at time of order.
- Shipping charges are estimated, and will be reviewed/re-quoted upon completion of the order. Any adjustments may be reflected on the final invoice.
- All orders under \$5,000 require payment in full to initiate order.
- All orders with a 4 week or less lead time require payment in full to initiate order.
- The customer is responsible for material quantity estimates including take-offs. Pioneer Millworks does not provide take-off services. Customer is also responsible for adding sufficient quantity to cover installation & cutting waste.

Proposal

- A signed proposal and a non-refundable deposit are required to initiate your order.
- Customer is responsible for ensuring that the proposal and order confirmation accurately list the sizes, quantities, grades, and species that they are ordering as well as accurate bill to and ship to information.
- A signed proposal constitutes acceptance of our terms and conditions of the sale and acceptance of the order as it is written including material specifications.
- Customers with tax exempt certification must provide a copy of the certificate with their proposal.
- Unless otherwise noted as "finished face", Tongue and Groove flooring and paneling widths are nominal, which means the actual face width is 1/2" less than nominal width indicated. Other items are listed at net width unless noted.

Lead Time

- Lead time estimates are provided on the proposal and order confirmation and are dependent upon material availability and production loading at the time of order.
- Lead time begins upon receipt of your deposit and signed proposal, and spans to the date of shipment from our shop.
- Pioneer Millworks is not responsible for transit times issued by our shippers.



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Change Orders & Deletions

- Changes to orders after the proposal is signed and accepted are subject to a \$125 fee which will be added to the final invoice. This includes changes to taxes due to ship to location or missing tax-exempt documentation.
- Changes accepted after production has begun are subject to an additional fee of 20% of the total product price on the order plus any additional costs due to interruption of normal production.
- Lead time will be adjusted according to the nature of the change order.
- Changes resulting in additions of more than 30% of the price of the original order require an additional deposit for the order to be continued.

Final Payment

- Final payment (including shipping & handling charges and sales tax, if applicable), is due upon completion of the order and prior to material leaving our facility.
- Applicable sales tax will be included on final invoice for deliveries to CA, CO, GA, IL, MA, MI, NJ, NY, TX, VT, VA and WA, unless an approved exemption or resale certificate is presented at time of order.
- Clients are invited to inspect their order at our facility prior to shipment.
- Payments can be made by Check, ACH, Wire Transfer or Credit Card.
- Credit Card and ACH payments can be made at pioneermillworks.com/pay-online
- Our credit card processor will charge a 2.5% service fee for all credit card transactions.
- A returned check fee of \$50 will be charged for all returned checks.



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Shipping

- All shipments are "tailgate delivery", which means customer is responsible for the off-loading of the material from the truck, including any necessary labor and/ or equipment.
- Liftgate service is not included in freight estimates but may be available if specifically requested by the customer and confirmed by Pioneer Millworks logistics team prior to shipment.
- All shipping rates and arrangements assume the site will be accessible and ready for delivery as confirmed by Pioneer Millworks.
- If the delivery is unable to be made as planned, any additional charges are the responsibility of the customer
- Orders are shipped freight prepaid by common carrier or truckload carrier.
- All prices are F.O.B. Farmington, NY or McMinnville, OR as noted on the order.
- Changes to shipments in transit for example, 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, or similar, will be billed to the customer after delivery.
- Customer is responsible for noting any shipping damage on the freight bill before signing the bill of landing, documenting the damage with photographs, and contacting us as soon as possible.
- If material arrives damaged, do not un-bundle your order. Pioneer Millworks will handle the claim and replace any damaged material as soon as possible.
- Additional information regarding shipping and delivery can be found on our website here.

Material Storage

- We will readily store your materials for one month at no cost from the date your order is complete if the final invoice has been paid.
- If final payment is not received within 30 days of completion of the order, a per pallet storage fee will be charged from the date of storage as described below.
- We will store your order for a fee for up to 12 months after your order is completed
 - + Storage fees are \$200/mo for the first pallet and \$100/mo for each additional pallet
 - + Abandonment: If your materials remain in storage more than 12 months, we will make every effort to establish contact with you to arrange shipment or to extend this Agreement. If, after good-faith efforts to contact you are unsuccessful, we will after 13 months from original storage date, dispose of your materials without any remuneration to you.



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Acclimation & Installation

- Pioneer Millworks cannot and does not take any responsibility for installation issues or problems resulting from installation of any Pioneer Millworks products.
- The customer accepts full responsibility for such issues which can include lost labor, removal labor, reinstallation labor and/or materials for any reason including the following:
 - + Failure to properly inspect material prior to installation.
 - + Failure to properly install various color and size mixes as recommended and shown in reference photos.
 - + Failure to follow National Wood Flooring Association (NWFA) installation and maintenance guidelines.
 - + Failure to use a licensed contractor.
- We recommend installation and finishing by a qualified professional wood flooring contractor.
- All flooring must be properly acclimated in the space where the floor will be installed prior to laying the floor according to NWFA guidelines. See our Acclimation and Installation Guides at https://pioneermillworks.com/customer-resources
- For further information specific to proper acclimation and installation of wood flooring, please consult the National Wood Flooring Association.
- If your flooring, paneling, or siding is ordered as "random width," you will receive enough total square footage to cover the quantity ordered. Width distribution may not be consistent; no repeating pattern is implied or guaranteed.

Additional Terms:

- Samples are a representation only; all products are made to grade specifications which are available at <u>www.pioneermillworks.com</u>
- Barn siding and other reclaimed wood materials with original paint may contain lead. The purchaser/user is responsible for encapsulation, as well as appropriate precautions during handling and installation. We recommend consulting your local regulations for guidance.
- All reclaimed wood will show signs of previous use including nail and bolt holes, cracks, staining and insect marks.
- Pre-finished materials should be maintained according to finish manufacturer's recommendations.



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Returns

• Complete return policy is published on our website here.

Warranty

• <u>Complete warranty policy is published on our website here.</u>

Pioneer Millworks reserves the right to change, revise, or update these terms and conditions at any time without prior notice. Legal Proceedings: Any and all legal proceedings arising out or related to the sale or purchase of Pioneer Millworks products or materials, or our Warranty, Warranty Requirements, Terms and Conditions, and Limitations shall be commenced in the Supreme Court of the State of New York for the County of Ontario and shall be determined by the procedural and substantive laws of the State of New York. In the alternative, any dispute arising out of or related to the sale or purchase of Pioneer Millworks products or materials, or our Warranty Requirements, and Limitations shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association in accordance with the Expedited Procedures of the Commercial Arbitration Rules. The arbitration shall take place in the County of Ontario, State of New York or such other location as the parties may agree before a single arbitrator. Pioneer Millworks and the Customer/Purchaser knowingly and voluntarily waive the right to a jury trial.