



TERMS & CONDITIONS

Pricing:

- Pricing will expire after 30 days, unless otherwise noted.
- All material is subject to availability at the time order.
- Shipping charges are estimates and will be reviewed at the time of order.
- All orders under \$4,000.00 or less require payment in full to initiate production.
- Customer is responsible for material quantity estimates, including take-offs and cutting waste.
- Due to the potential for tariffs to be imposed on lumber products, we reserve the right to review all signed proposals prior to accepting orders and entering them into production. If we are unable to fulfill an order at the quoted price, we will offer an opportunity to accept a price adjustment or offer a full refund on any amount paid.

Proposal:

- A signed proposal and a *non-refundable deposit* are required to initiate production.
- Customer is responsible for ensuring that the proposal and order confirmation accurately lists sizes, quantities, grades, and species, as well as billing and shipping addresses.
- A signed proposal constitutes acceptance of Pioneer Millworks terms and conditions of the sale, and acceptance of the order as it is written, including material specifications.
- Tax exempt certification *must be provided at the time of proposal*.

Lead Time:

- Lead time estimates are dependent upon material availability and production load at the time of order.
- Lead time begins upon receipt of the signed proposal and required deposit. This does not include transit time.
- All orders with a lead time less than 4 weeks require payment in full to initiate production

Change Orders & Deletions:

- Changes to orders after the proposal has been accepted and signed are subject to a \$125 fee which will be added to the final invoice. This includes changes to taxes due to shipping location or missing tax-exempt certificates.
- Changes accepted after production has begun are subject to an additional fee of 20% of the total product price plus any additional costs due to the interruption of normal production.
- Lead times will be adjusted based on the date of the change order.

Final Payment:

- Final payment (including shipping and handling charges and sales tax) is due prior to material leaving our facility. Customers are invited to our facility to inspect material prior to shipping.
- Applicable sales tax will be included on final invoice for deliveries to CA, CO, GA, IL, MA, MI, NJ, NY, TX, VA, VT, and WA, unless and approved exemption or resale certificate is presented *at the time of the order*.

Shipping:

- All orders F.O.B. Destination.
- All orders are shipped prepaid freight by common carrier or truckload carrier.
- All shipments are "tailgate delivery" - the customer is responsible for off-loading the material from the truck, including any necessary equipment and/or labor. Unless explicitly stated on the proposal, liftgate service is not included in freight estimates. If liftgate service is desired, it must be added at the time of order. This service may be available if specifically requested prior to shipment. Material cannot exceed 8' in length.
- 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 accrued are the responsibility of the customer.
- Customer is responsible for noting any damage sustained during transit on the freight bill before signing the bill of lading. Documentation via photographs is needed. Contact Pioneer Millworks as soon as possible. Customer should not unbundle the material if visible damage is present. Pioneer Millworks will handle the claim and replace any damaged material as soon as possible.



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*. Storage fees are as follows: \$200/mo for first pallet, \$100/mo for each additional pallet.
- Abandonment: If your materials remain in storage more than 12 months. If, after good-faith efforts to contact you are unsuccessful, we will dispose of your materials without any remuneration to you after 13 months from the original storage date.

Acclimation & Installation

- Pioneer Millworks cannot and does not take any responsibility for installation issues or problems. 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
- All flooring must be properly acclimated in the space where the floor will be installed prior to laying the material according to NWFA guidelines.
- If your flooring, paneling, or siding is ordered as "random width," you will receive enough total square footage to cover the quantity ordered. Width distributions 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.
- 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.
- "Finished face" Tongue and Groove flooring and paneling widths are nominal; actual face width is 1/2" less than nominal width indicated, unless otherwise noted. Other products are listed at net width, unless otherwise noted.

Customer Resources

- All Customer Resources, including installation guides and spec sheets, can be found on our website: [Customer Resources](#)

Warranty

- Complete Warranty is published on our website: [Warranty Guide](#)

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 of 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, 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.

