

Sales Agreement and Policies

Thank you for selecting WD Walls for your project. Here we list the Policies, Terms & Conditions under which we sell all our products. If you don't see the answers to your questions, please speak with your WD Walls salesperson or email us at Sales@WDwalls.com.

Product Grading & Variability

WD Walls "Get Real!" policy: Our products are natural wood, many from reclaimed sources. Each piece of material is one-of-a kind and will have its own distinct appearance with naturally occurring variation in color from heartwood to sapwood, tone, grain, knots, burls, swirls, species, and character. There is the potential for mineral streaks; oxide stains; surface checking; and dowel, knot, insect, and nail holes. These features are inherent and make your wood products unique and beautiful! Exposure to light may also cause color changes over time. Solid wood is in constant motion; it expands and contracts according to changing temperature and humidity, and depending on the environment checks or gaps in or between planks may occur. Our paneling allows open knots up to 1-1/2" in diameter and may extend beyond plank edges. Please look at each specification sheet to figure out how much overage you should order to be able to end cut and grade the product onsite. As a general rule, we suggest between 9-15% overage. Color sorting is subjective and not guaranteed, and stains can appear variable on different grains and lots of the same wood species. Additional grading and defecting may be required by the buyer to achieve the desired look. We make every effort to make samples we provide representative of the final product, but samples simply cannot encompass every variation you might encounter in the final product for both grain and stain colors.

Ordering

After discussing your order with a WD Walls salesperson, you (the "Customer") will receive a Sales Order or invoice. To initiate an order, you must sign the Sales Order or pay the invoice and return it with the requested payment. Upon receipt of these items your order will either be shipped or go into production, and you will receive an estimated ship date. When ordering it is standard trade practice to order 9-15% more tongue & groove product to allow cross cutting, waste, and on-site grading to achieve design intent.

Price & Payment Terms

Prices quoted are for the products described for one order and one billing. Prices applicable are those in effect at the time of acceptance of the order. All prices are subject to change without notice. We accept payment via check, credit card or ACH/wire transfer. Note: a 3% charge for credit cards will be added to the total transaction. A 50% deposit is due to initiate the order and the balance is due in full prior to (partial or complete) shipment of product unless otherwise agreed upon in writing and signed by both parties.

Taxes and Additional Charges

Any sales tax, use tax, excise tax or similar taxes or charges which are at any time levied, imposed or charged against WD Walls (whether by federal, state, municipal, or other public authority) on account of the sale by WD Walls to Customer will be added to the applicable prices and shall be paid by Customer.

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Order Modifications / Cancellation

WD Walls's products are custom crafted upon receipt of your order deposit. To modify an order, you must contact us at Sales@WDwalls.com immediately. We will make every effort to accommodate your modifications, but we cannot guarantee them once an order is already in process. To make any changes you will need to sign a revised Sales Order which may require an additional deposit. If you must cancel an order, contact us immediately. If your product is not yet in production, we will cancel your order and issue a refund less a 20% restocking fee. Once your order is in production (sawn or cut in any way) it cannot be cancelled.

Shipping and Ownership

All products will be banded and unitized for forklift handling and loaded onto a flatbed semi-trailer at no cost to you. All products are shipped FOB Shipping Point. We will be happy to assist you in arranging shipping, but responsibility for all costs of shipping and ownership transfers to you upon delivery to the carrier. Occasionally it is necessary to send partial shipments; when this occurs, each partial shipment is considered a shipment for purposes of payment and warranty.

Acclimation

Acclimation is the process of allowing the wood to equalize humidity levels and conform to its new environment. This is one of the most important steps in the installation process and ensures the wood planks stay tight. We recommend separating all the bundles and acclimating our wood products for 7 to 14 days depending on your space and based on the type of wood you are acclimating. Soft wood acclimates faster than hardwood. It is important that all "wet work" such as drywall mudding and painting be fully complete and that there will be no additional moisture added to the space before acclimation and installation. It is also advisable to have the HVAC system up and running to ensure that the space is at normal humidity levels.

Storage

We will hold your material at no charge for two weeks after the date we inform you we are ready to ship. If additional storage time is required, contact your salesperson immediately. We will store and insure your material for a fee by separate agreement. Please note payment is expected at the time WD Walls has completed the order even if you are planning to store it.

Acceptance

CAREFULLY INSPECT YOUR ORDER FOR MISSING OR DAMAGED ITEMS IMMEDIATELY UPON RECEIPT! An accurate account of all missing material and/or visible damage such as, but not limited to, rounded corners, dents or gouges must be reported on the Bill of Lading at the time of receipt. ALL QUANTITY DISCREPANCIES, PRODUCT THAT DOES NOT CONFORM TO THE SIGNED SALES ORDER, AND ANY DAMAGE MUST BE REPORTED TO US WITHIN 2 DAYS OF RECEIPT OF PRODUCT TO RECEIVE CREDIT.

Returns

Returns must be pre-approved in writing by contacting us at Sales@WDwalls.com stating the specifics of the return. Only material that does not meet the standards outlined in the Sales Order is eligible for return. Material that has been cut, installed, stored improperly or damaged in return transit may not be

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accepted; overages are not subject to return. We reserve the right to require photographs or the return of any material in question prior to release of replacement or refund.

Warranty

WD Walls Wood warrants to the original purchaser that our materials will meet the standards outlined in your signed Sales Order. If the material you receive does not meet these standards WD Walls will replace any non-conforming material. Warranty is limited to the cost of purchased materials only, is not transferable and does not include:

- Changes in the condition of material due to improper transportation, storage, acclimation, site conditions, handling, installation or maintenance (including cracks, checks, and variation from any cause other than the inherent character set forth in the Sales Order and Sales Agreement).
- Changes in the condition of finish due to improper cleaning and maintenance, including use of abrasive, ammonia or solvent-based cleaning products.
- Poor installation workmanship, deficient or improper preparation of installation surfaces.
- Nonstructural surface checks that may occur if relative humidity in the installed environment is not kept between 30% and 50% at all times.
- Fading or color change due to light exposure or reduction in gloss level, sheen, or texture due to everyday wear.
- Changes in the wood caused by any stain or finish applied by you or the installer including, but not limited to, refinishing or recoating.
- Marks, dents, scratches, or other damage caused by construction, negligence, sand or other abrasives, dropped objects or everyday wear.
- Moisture penetration from any surface.
- Changes in wood as it expands and contracts with seasonal changes and heating. Even when properly installed, slight gaps may appear in or between planks at various times of the year.
- Standard industry trade practice allows a margin of error of up to 5% of tongue & groove product shipped to contain milling, handling or finishing imperfections.

Warranty Disclaimer

The Sales Order and this Sales Agreement are very important as they convey all information WD Walls warrants in regard to species, character, dimensions, moisture and grade. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, WD WALLS'S PRODUCTS ARE SOLD "AS-IS, WITH ALL FAULTS" AND WD WALLS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR THE FITNESS OF OUR PRODUCTS FOR A PARTICULAR USE OR PURPOSE OR IN A PARTICULAR LOCATION, AND WE MAKE NO REPRESENTATIONS ABOUT YIELD PERCENTAGES FOR YOUR USE. Customer assumes the entire cost of all necessary installation, servicing, or repair. Monetary value of warranty is limited to the replacement of purchased materials only and Customer has no right to indirect, incidental, consequential or punitive damages for any reason or cause. No agent, employee or representative of WD Walls has any authority to bind WD Walls to any affirmation, representation, or warranty concerning the products purchased hereby, and UNLESS AN AFFIRMATION, REPRESENTATION OR WARRANTY IS SPECIFICALLY INCLUDED IN THIS AGREEMENT, IT SHALL NOT BE ENFORCED BY a purchaser of its products. Installation and maintenance guidelines contained in WD Walls product

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literature, websites and discussions are general in nature; a licensed contractor, installer or designer should be consulted for the specifics of your project.

Force Majeure

The obligations of WD Walls under this Sales Order may be suspended or canceled, at WD Walls's option, and WD Walls shall not be liable for delays or defaults, nor the direct or indirect, consequential, incidental or special damages resulting from Acts of God, labor disputes, theft, fires, storms, accidents, inability to secure transportation, breakdown of or damage to machinery, plants or equipment, shortages of product, labor, fuel or supplies, or any other cause beyond WD Walls's reasonable control. In such event, WD Walls may apportion such goods among its customers, as it may consider equitable in its sole discretion.

Indemnity & Assumption of Risk

Customer shall indemnify and hold WD Walls, its affiliated companies, and respective officers, directors, employees and agents, harmless from and against claims, losses, damages, causes of action, suits, and liabilities, including expenses of litigation, court costs and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with products purchased by Customer from WD Walls. Customer assumes all risks and liability resulting from the use or resale of products purchased, whether used individually or in combination with other products.

Disputes & Remedies

In the event there is a dispute regarding a sale between you and WD Walls, the dispute shall be governed by the laws of the State of Oregon and settled by binding arbitration before a single arbitrator in Multnomah County, Oregon, costs of arbitrator to be shared equally by the Customer and WD Walls.

Miscellaneous

The headings contained in this agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this agreement. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this agreement shall not operate as a continuing waiver of such right or of such provision. This agreement embodies the entire agreement between the parties and it may not be amended, modified or terminated except by written agreement signed by an authorized agent of WD Walls. Terms contained in any other documentation used by Customer in connection with this transaction, to the extent they are different from or in addition to the terms of this agreement, shall be void unless agreed to in writing by WD Walls. Should any part of this agreement become unenforceable, the remaining terms, provisions, and conditions shall survive and shall then constitute the full agreement between the parties and be enforced as otherwise provided. This agreement shall endure to the benefit of, and be binding upon, the parties and their successors and assigns.

Acceptance of Terms

Customer shall be deemed to have accepted the terms and conditions set forth herein if Customer signs the Sales Order and returns the Sales Order to WD Walls. In the absence of a signature on the Sales Order, Customer agrees to be bound by the terms and conditions set forth herein once Customer has paid a deposit for merchandise or WD Walls has shipped the products.