

## Wood Panel Terms and Conditions

**Buyer's acceptance.** These Terms and Conditions of Sale ("Terms and Conditions") shall apply to every sale by Fuller Architectural Panels ("FAP"), including wood tiles and panels, etc., ("Products"), to any person or entity who places an order to purchase Products from FAP ("Buyer"). Depending on the type of Products sold and at FAP sole discretion, additional terms and conditions which will not conflict with these Terms and Conditions may also apply, and will be provided by FAP to Buyer and attached to and become an integral part of these Terms and Conditions. Buyer's signature of these Terms and Conditions shall be deemed acceptance of these Terms and Conditions. Moreover, in each instance, that Buyer or Buyer's agent transmits an order confirmation signed by Buyer or Buyer's agent to FAP, Buyer affirms and ratifies the Terms and Conditions previously signed by Buyer or accepts the Terms and Conditions printed on or attached to such order confirmation form, as applicable. Any other terms or conditions which may at any time be indicated in Buyer's order, forms, correspondence or otherwise (whether oral or written) shall be of no effect, even if not expressly objected to by FAP.

**General.** All products sold by FAP to the customer are made to order upon the acceptance of the conditions set forth in the customer quotation. Any additional terms and conditions not included nor consistent with these Conditions of Sale will not apply to any products sold, unless agreed upon in writing by FAP prior to the order acceptance. Employees or independent sales representatives of FAP are unauthorized to make verbal commitments or promises that extend beyond the written agreement.

**Liability.** Fuller Architectural Panels produces all orders to the specifications provided by the customer. FAP is not liable for any third-party design, engineering, fabrication, and installation services required. Fuller Architectural Panels WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, LOST PROFITS, OR ANY OTHER LOSSES OF CUSTOMER, OR ANY THIRD PARTY IN ANY WAY RELATING TO PRODUCTS. FAP may provide design or installation advice to assist with the purchase of products, however it is the customers responsibility to meet all building code requirements set forth. FAP has no liability for claims that may arise from improper fabrication, modification and installation of product. Customer is responsible for the proper

care and handling from the time the product is received. Improper storage and handling will void product Warranty.

**Order Process.** All orders should be submitted using the FAP customer quote request form. A detailed quote and drawing will be submitted for customer approval based upon the information provided. An Authorized signature and deposit is required to confirm quote to an order and receive a ship date. At the time of confirmation, Customer approves all quantities, dimensions, patterns, and finishes, and is responsible for any changes thereafter. Any changes will require an updated quotation and drawing approval and may incur a 5% change order fee. Orders are considered accepted after receipt of all signed documentation and receipt of deposit. FAP products are made to order and therefore we cannot accept cancellations or returns, unless agreed to in writing by an Authorized agent of FAP. The material deposit is non-refundable even in the event of an approved cancellation. In such case, Seller shall be entitled to payment from Buyer for all costs incurred in excess of the original deposit. Note: FAP does not sign and accept terms of purchase orders and / or contracts by customer.

**Purchase orders.** Buyer shall submit purchase orders to FAP in writing, stating, at a minimum: (a) identification of the Products ordered, including dimensions subject to estimates, as designated in FAP published price list(s); (b) quantity of Products, subject to minimum orders and rounding as specified in FAP published price list(s); (c) requested date of delivery of Products; and (d) shipping instructions and shipping address. Buyer shall ensure that its Purchase Orders are received by FAP at least thirty (30) days prior to the shipping date(s) requested in the purchase order. All purchase orders are irrevocable upon acceptance by FAP unless a written notice of revocation is received by Seller prior to the time of such acceptance. An accepted purchase order may not be modified or cancelled by Buyer, except as provided herein. Buyer acknowledges that the dimensions of FAP products as published in price lists are estimates only. By submitting a purchase order, Buyer confirms notice of such estimates and takes sole responsibility for providing detailed specifications in the purchase order, as necessary and appropriate for Buyer's own requirements.

**Pricing.** All published prices quoted by FAP or by our sales representatives are in US dollars and are valid for 30 days from time of quotation. Changes to dimensions, quantities, patterns, and finishes will result in a price adjustment and nullify the original price quote. All prices are subject to change on account of specifications, quantities, shipment arrangements or any other terms and conditions, which are not part of the original price quotation. All prices are subject to change at any time. Exception: All freight quotes are subject to the actual freight cost and can change at any time.

**Risk of loss.** Prices are Ex-Works FAP. All transportation insurance, customs duty and other charges are the responsibility of Buyer. Any shipping arrangements made by FAP with carriers or forwarding agents, at Buyer's request or otherwise, including delivery to Buyer's consolidating warehouse, shall be made solely on Buyer's behalf and at Buyer's sole cost and risk of loss and damage. Claims for breakage, damage, loss in transit and delay in delivery must be made to the carrier by the Buyer. Buyer must notify the delivering carrier of such claims immediately upon delivery so that inspection may be made to substantiate Buyer's claim against the carrier.

**Payment terms.** Payments will be made by Bank wire transfer. If a credit line has been accepted, payment will be made by Bank check at no greater than 30 day Terms. For Custom orders (by dimension, design, or otherwise non-standard product), FAP can request deposit payment at the time order is confirmed with the balance due prior to shipment, or request full payment upon order confirmation. If the customer has a balance due on account, FAP reserves the right to suspend shipment until all outstanding balances are cleared prior to delivery. Buyer agrees to the seller to pay the agreed purchase price and all applicable taxes, fees, and shipping charges set forth in the customer quotation. A 50% non-refundable deposit is required to secure production of orders. The remaining balance is due prior to order being shipped. All orders paid for using credit card will be subject to a 4% transaction fee applied at the time of purchase. Because all orders are made to order no cancellations will be accepted after time of deposit. Finished orders that exceed 90 days without final payment will be deemed abandoned, deposit will be forfeited and order destroyed without notice. If at any time, final payment for product is not made and it becomes necessary for FAP to incur cost of collection or suit to collect final balance, Customer agrees to all such costs.

**Cost of collection.** In the event Buyer shall default in its obligations hereunder, Buyer shall be liable for FAP costs of collection, including attorney's fees, disbursements and court costs.

**Cancellation by Fuller Architectural Panels.** FAP may decide to not process a confirmed and accepted order without liability if Buyer becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Buyer under any state or federal law relating to bankruptcy, reorganization, receivership, or assignment for the benefit of creditors. If FAP believes in good faith that Buyer's ability to make payment required by these Terms and Conditions is or may become impaired, FAP may in its sole discretion refuse to execute the order or any part thereof, Buyer remaining liable to pay for any Products already shipped.

**Proprietary rights and confidential information.** All rights in pattern, design, trade names, trademarks and copyrights of FAP used on or in connection with the Products are proprietary and shall remain the exclusive property of FAP, and the Buyer shall have no right of interest therein or with respect thereto. The Buyer shall not reproduce or simulate, or cause or allow anyone to reproduce or simulate, either directly or indirectly any such pattern, design, trade name, trademark or copyright. The information and material contained herein are proprietary and are submitted in confidence and with the condition that it will not be copied or otherwise reproduced and will not be used or disclosed to anyone outside Buyer's Company except as Authorized in writing by FAP.

**Sales and Use Tax.** All orders are subject to any sales and use tax required by any federal, state, or local government. Such tax shall be added to the invoice at time of order unless proper exemption certificates are provided. All increases in, and all new taxes, excises or other governmental charges hereafter imposed on the production, sale, or transportation of the product sold, shall become part of the price payable by Buyer. Paid sales tax cannot be refunded for any reason.

**Freight.** Buyer is responsible for all costs of freight. Freight quotes are an estimate only. Final freight charges will be determined at time of shipment based on final weight, dimensions, and any special conditions, such as lift gate, and or residential delivery. Any additional freight charges incurred after shipment has been released by seller, such as change of address, lift gate, or redelivery will require additional fees paid by Buyer. All Shipping dates provided by Seller are an estimated ship date only. FAP makes every effort to ship by desired date, however will not be liable for delayed shipments. Any delay in shipments does not relieve customer of full payment for the product. Delay in shipment by customer may result in a storage fee of up to \$75 per day if order is left past 30 days. Shipment will not be processed until all fees are paid. All risk of loss or damage passes to customer at time of transfer from seller to shipper. It is the customer's responsibility to inspect all shipments for damage at the time of receipt and notify shipper. In the event of freight damage, notation should be made before providing signature of receipt. Seller will not take liability for any shipping damage.

**Claims.** Immediately upon delivery, Buyer must open crate and thoroughly inspect goods for product accuracy, shortages, damage, and defects prior to signing the bill of lading. This must occur regardless of any visible signs of external damage to the crating material. "Hidden" damage due to improper stacking of freight and mishandling of the freight may occur during the shipping process. This is Freight Damage and NOT the responsibility of the Seller. If damage is found, Buyer MUST sign for the freight as DAMAGED on delivery receipt and driver must acknowledge that Buyer is signing for damaged

freight. Buyer should immediately notify Seller of damage or shortage. Buyer must submit copy of delivery receipt noting damage or shortages and pictures of any crate damage and product damage. Buyer may also choose to refuse shipment due to damaged freight. Buyer's refusal of damaged freight does not release buyer or seller of the contract. Buyer will be responsible for costs associated with replacing the damaged product. It is the responsibility of the buyer to file any and all freight claims resulting from this process. Seller has no liability after the products are shipped from Seller's production facilities.

**Product Variations.** FAP utilizes materials that may create slight variations in color, pattern, and texture that are inherent to the custom appearance of the product. It is recommended that the buyer or end user purchase sufficient quantities of samples to complete a specific project at one time to minimize variations. WE CANNOT GUARANTEE PATTERN MATCH FROM PANEL TO PANEL FOR PANELS NOT ORDERED AT THE SAME TIME. Some of products are made from natural materials that can change over time and will vary in size, shape, color, density and texture within a single sheet. Sheets may have slight irregularities including but not limited to dips, shiny spots, bubbles, inclusions and inconsistent texture. The variation is part of the aesthetic beauty of natural products.

**Samples.** FAP offers samples for purchase for submittals and approval. Custom samples and any samples not stocked will require a 3-5 day manufacture time. The sample should be used as a production target. Samples in Fire Rated and Formaldehyde Free cores are not available. Any samples outside of the standard sample offering are subject to full square foot charge.

**Storage & Handling.** In the event that any products need to be stored before installation, all products should be kept flat in the original shipping crate. All products should be stored indoors and away from excessive heat sources or moisture. All products should be handled with care to preserve the manufacturer's warranty.

**Fabrication.** Because FAP products are made to order, it is encouraged that products be ordered to exact dimensions from the factory when possible. In the event that products need to be fabricated on site, it is recommended that only qualified contractors perform necessary fabrication. FAP will not be responsible for any changes or modifications to products made in the field.

**Warranty:** FAP warrants all of its 3D laminated components for a period of three (3) years against defects and or workmanship occurring in the manufacturing process. Warranty is subject to the terms and conditions stated in this document.

Products are also guaranteed against delamination or any surface discoloration for the period of three (3) years from the date of order. Exception: Products installed around a fireplace will not be warranted against delamination. It is the customers' responsibility to comply with all building codes and recommendations from the fireplace manufacturer when considering products to be installed near a fireplace. All products are covered under this warranty as specified and do not include any damages or defects resulting from normal use, installation, flood, fire, or any other Acts of God outside of the manufacturer's control. This warranty is limited to repair or replacement of products sold by FAP within 30 days of notice of claim. FAP has the right to request pictures of, or actual physical proof of said defect. Replacement of defective products can result in color variance from original product due to variation in texture, color, and sheen changes from the laminate manufacturers and is not considered a defect. FAP reserves the right to substitute or discontinue laminate colors at any time. FAP does not pay for nor reimburse for the cost of onsite finishing, installation, repairs or replacement of defective products.

**Limitation of Liability.** It is understood that the manufacturers liability will not exceed the amount of the purchase price of the original product deemed defective. Under no circumstances will the manufacturer be liable for any special, indirect, or consequential damages.

**Change in the Designs.** FAP reserves the right to discontinue or modify its designs, including the color thereof, without notice to a Purchaser and FAP shall not be liable to the Purchaser as a consequence of such discontinuance or modification.

**Indemnification.** Products sold by Buyer to any person must be delivered with the Fuller Architectural Panel, Inc. Warranty. Any Buyer who fails to comply with this for any delivery to any person will indemnify and hold harmless FAP from any damage, loss, liability or expense, including attorney's fees arising out of any warranty claim by such person relating to the Product.