



Terms of Trade and Residential Warranty

Free Estimates and Validity-Plantation provides free estimates for customer projects. Estimates are intended for prompt response, and will be honored for 15 business days, unless extended by Plantation. **Order Lead Time**-Plantation products are custom made-to-order. Typical lead time after Plantation's receipt of 50% prepayment is six- to eight weeks. **Cancellation**-Due to custom nature of Plantation products, accepted orders are non-cancellable. **Prepayment and Balance Due**-50% of sale value is due as prepayment with order. Receipt of prepayment by Plantation is required for order acceptance. Balance due invoice is issued when order is packed and declared ready for shipment. For large transactions, Plantation will invoice for progress payments as negotiated. **Release for Shipment** - Order is released for shipment when balance due, including any storage and finance charges, is received by Plantation. Unless otherwise arranged, customer is responsible for arranging pickup and shipment from Plantation's Oxnard, California facility. **Title to Goods and Lien** - Title to goods passes to customer upon release to customer's carrier at Oxnard. Under Uniform Commercial Code, Plantation retains a security interest in all products until fully paid. **Payment and Accrued Finance Charges**- Payment is due upon receipt of invoice. Invoices unpaid at thirty days from invoice date begin accruing finance charges at the rate of 1-1/2% (one and one-half percent) per month until paid. **California sales tax**- As required by California law, Plantation will charge and collect sales tax from California customers. Out-of-state customers are not subject to California sales tax, provided orders are pickup up at Oxnard *by common carrier for shipment out of state*. **Storage**-Temporary storage for orders paid in full will be provided free of charge for up to 90 days after balance due invoice date. After 90 days, storage charges will accrue at the rate of \$60 per pallet per month, *pro-rata*. Storage charges for *unpaid* orders will accrue at the rate of \$60 per pallet per month, *pro-rata*, beginning 15 days from balance due invoice date. Storage is provided as an accommodation to customer, and at customer's sole risk. Plantation expressly disclaims liability for damage or loss due to fire, theft, or any other cause. **Default and Forfeiture**- Orders remaining unpaid at 90 days from balance due invoice date will be considered abandoned. Orders abandoned will, at Plantation's sole option, be subject to forfeiture of all money prepayments as liquidated damages, and be subject to forfeiture of any claim to materials so abandoned. **Sample Approvals and Charges Credited**-For confirmed orders, Plantation will provide up to three (3) sign-off samples for customer's approval of color, distress level, and "look." Additional samples may be ordered at additional cost. Sign-off sample must be affirmatively approved by customer signature on the actual sample. Production will begin after Plantation's receipt in Oxnard of one of the following: the actual signed sample; a digital photograph of the signed sample label; or a fax copy of the signed sample label. Prior to confirming an order, samples are provided at nominal charge to cover costs, plus shipping. Upon Plantation's acceptance of an order, sample charges for that order are absorbed by Plantation and credited back to customer. **Add-on Orders**- Add-on orders will be accepted by Plantation at pricing current at the time of the new order; and with good faith effort to match existing order specifications, without guarantee. **Inspection and Non-warranty Claims**- Customer is advised to inspect flooring for visual defects and conformity to customer's expectations. Customer must advise Plantation in writing of any discrepancy within 10 days of receipt. In case of discrepancy, **do not install!** Installed flooring is deemed acceptable.

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Manufacturing Defects-Plantation warrants to the original customer that the Plantation product shall be free of defects in manufacturing, grading, and milling for the period the product is owned by the original customer. **Finish Defects**-Plantation warrants to the original customer that the Plantation finish shall not wear through or separate from the wood flooring for a period commensurate with the finish specified for use. Plantation's residential finish warranty is one year; light commercial usage finish is three years from original installation date. **Wear Layer and Structural Integrity of Engineered Product**-Plantation warrants to the original customer that the Plantation engineered product shall be free of defects in wear layer separation from substrate, delaminating substrate, and wear-through of the wood wear layer for a period of 25 years from original delivery date. Plantation warrants to the original customer that the Plantation engineered product shall not buckle, warp, or cup when professionally installed according to National Wood Flooring Association ("NWFA") standards and procedures for engineered flooring. **Insect Infestation**- Plantation warrants to the original customer that the Plantation product shall be free of insect infestation when it leaves the Plantation manufacturing facility in Oxnard, California. In the event of insect infestation discovered in the installed product and traced to Plantation's facility in California, Plantation's sole obligation shall be the repair or replacement, at Plantation's sole option, of affected individual boards. Plantation expressly disclaims any liability for consequential or auxiliary damages. In no event shall Plantation's liability exceed the cost to Plantation of materials replacement. **Exclusions**-Plantation expressly excludes from Warranty coverage damages arising from: water damage and/or inadequate moisture control, including but not limited to excess moisture penetrating subfloor; leaking plumbing; inadequate crawl space ventilation; pet soiling; overflowing sinks; and excess interior relative humidity; flooding, including wet mopping; fire; damage from unprotected furniture legs; installation not according to Plantation's instructions; use of painter's or other tape on finish surface; damage from spike-heeled shoes, pets and pet claws, sand and rocks; improper cleaning with abrasive cleaners; neglect; environmental extremes; failure of subfloor; inadequate acclimation prior to installation, including lack of activated HVAC and/or radiant heating at time of installation; improper transportation or storage – including but not limited to storage in unheated facility, storage below grade, or storage at unprotected jobsite; exposure to ultraviolet light; normal seasonal expansion and contraction of wood; high traffic and extensive usage areas; any product sold "as is;" minor variances between showroom samples and installed floors. **Remedies** – For any valid Warranty claim, Plantation shall, at its option, repair the defective portion of the floor or its components; replace the defective portion of the floor or its components; or refund the customer's purchase price for the defective portion of the floor. Plantation's maximum liability, whether for product defect, negligence, or breach of contract, shall not exceed the contract price of the goods and services provided by Plantation. In any arbitration or legal action arising out of the sale of Plantation flooring, each party shall bear its own attorneys fees. **Construction**- All rights and obligations contained in this document are to be construed under and governed by the laws of the State of California. The sales contract between Plantation and customer is entered into and to be performed in Ventura County, California. The venue for any arbitration or legal action arising out of the contract shall be in Ventura County, California