



## Terms of Trade and Warranties

**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 prepayment is six- to eight weeks. **Cancellation**-Due to custom nature of Plantation products, accepted orders are non-cancellable. **Prepayment and Balance Due**- An agreed percentage 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. **Title to Goods and Lien** - Title to goods passes to customer upon release to customer's care and possession. 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 accrue finance charges at the rate of 1-1/2% per month (18% per annum) until paid. **California sales tax**- As required by California law, Plantation will charge and collect sales tax from California customers, unless exempt. **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 to any further 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 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. Samples ordered prior to confirming an order are provided at nominal charge to cover costs, plus shipping. Upon Plantation's acceptance of an order, sample charges for that order may be 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 to be accepted.

### Residential and Commercial Warranties

**Manufacturing Defects**-Plantation warrants to the original customer that the Plantation product shall be free of defects in manufacturing, grading, and milling. **Finish Defects**-Plantation warrants to the original customer that the Plantation polyurethane finish shall not wear through or separate from the wood flooring for a period commensurate with the finish specified for use. From the original installation date: Plantation's residential air-cured polyurethane finish warranty is **five** years; residential UV-cured ceramic finish is **fifteen** years; commercial air-cured polyurethane finish warranty is **three** years; commercial UV-cured ceramic finish warranty is **three** years. Plantation oil finishes are NOT so warranted, as oil finishes cannot wear through or separate. **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 and maintained according to National Wood Flooring Association ("NWFA") standards and procedures. **Insect Infestation**- Plantation warrants to the original customer that the Plantation product shall be free of insect infestation. In the event of insect infestation discovered in the installed product and traced to the manufacturing facility, 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; interior relative humidity beyond range of 30-60%; 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 finished 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. **Dispute Resolution** – The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be subject to good faith negotiation in an effort to solve the matter. If the matter is not solved through negotiation, it shall be submitted for mediation. If the matter is not resolved through mediation, then it shall be submitted for final and binding arbitration. **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 Solano County, California. The venue for any mediation or arbitration arising out of the contract shall be in Solano County, California.