Warranty and Instructions for ordering with contract

Reclaimed Lumber Products (RLP) is the manufacturer providing this warranty and contract. 3424 North Can Ada Road Nampa, Idaho 83687 www.reclaimedlumberproducts.com

Material Disclaimer

RLP will use the type of wood from the specifications sheet. The wood will fall under standard grading practices of RLP. The customer needs to understand that wood is a natural product and often has variances. Coloring, knots, and grain patterns can vary even within one grading standard.

If products are to be built from reclaimed wood, customer should expect drastic variations from sample and within complete package. Any variation or defect is acceptable with reclaimed lumber if the product is structurally stable. These are examples of character marks that can appear in reclaimed lumber: mineral staining, color changes, species changes, weathering, odor, discoloration and staining, rough-sawn, cracking, nail holes, loose knots, tool marks, dents, thickness variations, splitting, and mixed grain patterns; voids may or may not be filled with epoxy, polyamide hot glue, and/ or wood putty. If customer has specific standards for items such as color or texture of wood, those standards need to be very clearly put in writing in advance.

Reclaimed wood doors and flooring may have parts that are not recycled materials such as dowels, glue, weather-stripping, and cores; this should be discussed prior to ordering if it is of concern. If material that is specified is reclaimed, all visible parts of product will be reclaimed material.

If customer has any special requirements or concerns about glue used, recycled content, NAUF, VOCs, LEED compliance, or anything else along these lines, then these requirements must be spelled out clearly in an additional contract separate from estimate and this form. Do not have expectations on recycled content for all product categories unless clearly stated for each product item ordered.

Origin and previous use of reclaimed lumber is not always clear. Lumber may come from a number of different sources, backgrounds, and age. RLP cannot be certain of all previous uses of materials. Since many of the buildings that the lumber came from were built prior to 1978, it is likely that at one time the boards could have had lead based paint on them. For more information on this go to http://www.epa.gov/lead/.

Doors and floors may not be sanded to finish smoothness desired by customer. Final sanding and rounding, smoothing of corners may be left for customer to choose level that they want product finished to. This is done so as to not remove character marks that customer may want to remain. RLP is not responsible for finisher not removing sanding or machining marks. It is strongly encouraged to remind finisher to check for cross sanding scratches, handling scuffs, softening and rounding corners, remove glue spots, cleaning and dust removal, and do thorough inspection prior to finishing.

Non-Refundable Deposit Money and Payment

Deposit is non-refundable except only under the following conditions: RLP returns the money and voids the contract, RLP fails to perform contract or build doors according to specifications sheet. If Buyer's changes or choices alter the original order then RLP reserves the right to request additional deposit money, and changes are likely to alter the pricing structure.

All orders for all products including hardware are non-returnable and non-refundable. Buyer is still responsible for full purchase price of order upon completion of manufacturing even if buyer defaults. The only conditions allowed for return are a valid warranty claim or if RLP ships product different than ordered.

If customer requests modifications after order is started and contract approved, any required modifications will be charged at shop hourly rate of \$65 per hour plus material costs. RLP may opt to not accept changes to an order after it has started, or RLP may change specified delivery date if changes are requested.

Full payment of order is due prior to shipping. RLP will not store finished goods that are ready to ship for longer than one week; goods must be shipped when ready to be shipped.

All payments past due will be charged the following fees: \$100 service fee, 18% interest on past due amount, all fees and associated costs for collection. All payment is due upon invoicing.

Privacy

RLP will not share customer names or information with other companies or other customers without customer's permission. RLP values and respects the customer's privacy.

As a disclosure, though, RLP may publish pictures of their work. If customer would like their products not to appear in any advertise, media, or internet, customer should notify RLP. RLP also greatly appreciates receiving pictures of the finished product after it is installed to help future customers visualize what their products may look like.

Ordering Directions for Doors

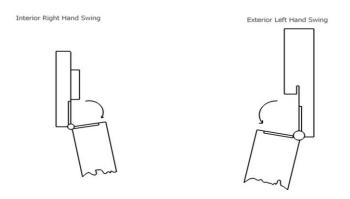
The parties agree that such construction will be completed pursuant to the items set forth on attached estimate. If items in specifications are not possible do to code requirements, material shortages, labor shortages, acts of nature, or discontinued like items will be substituted or order canceled. We make no warranty that our products meet unique code requirements such as fire door requirements or hurricane standards. It is the customer's responsibility to specify unique requirements.

If customer orders door slabs only, and not prehung, the slabs will not be bored, mortised, beveled, or sealed. The dimension will be the exact dimension specified on the bid sheet. All door slabs will not be built for specific swing direction.

This is what RLP will do for pre-hang: mortise for hinges; predrill of hinge screws; provide hinges and screws; drill holes for tube, knob, and deadbolt; provide jamb and stop; on exterior doors also provide threshold, weather-strip, and sweep; all jambs are pre-fitted but shipped knocked-down and disassembled. Our standard backset is 2 3/4" for 6" stiles and 2 3/8" for 5" stiles with a 2 1/8" hole bored, tube is bored with a 1" hole. We will always default to our standard practices unless requested in writing otherwise by customer and acknowledged by RLP such as: hole patterns, dimensions, and spacing; hinge sizes, placement, spacing, and type; reveal dimensions; rough opening dimensions; jamb and other pre-hang accessory's patterns, style, colors, models and material. To summarize RLP pre-hangs doors in their standard way and if the customer has any specific preferences they need to request that prior to ordering.

This is what RLP will NOT do (unless discussed prior and put in writing): pre-hang slabs unless requested; mortise for box locks; mortise for latch or strike plates; mortise for any additional hardware; mount any commercial hardware; mount any hardware; ship jambs assembled; finish/stain any product.

RLP considers the direction of door swing to be with one's back against the jamb and the swing direction to indicate the swing. For example, if one has their back to the hinges and facing the strike plate and the door is swung to their right then it is a right hand swing. RLP makes all doors and jambs to this specification including exterior and interior doors. It is the responsibility of the buyer to order accordingly. If then they should send a pictures and



1

diagrams of their door operations. Buyer is encouraged to verify all rough opening dimensions and swing directions prior to ordering. Our standard rough opening is two inches wider and three inches taller than the door slab. If the swing direction and sizes ordered are incorrectly ordered, buyer is still responsible for full order price.

All door sizes will default to final sizes specified in approved estimate prior to confirming order. Since it is common for sizes to change frequently during bidding process and prior to confirmation, customer should be absolutely certain that all specs and door sizes written on final estimate match their order. RLP will only honor door schedule that is approved on final estimate provided by RLP regardless of what other communication happened or plans sent; if changes are made a new estimate must be signed by customer.

Sizes and Quantities

RLP only warrants that product is the size and quantity that is specified on bid form. RLP makes no representation if the quantity is enough to do the project. For example, it is up to the customer to measure and calculate the correct square footage of flooring to order to complete the job. If additional quantities are needed after the initial order, customer is likely to incur extra set-up fees and shipping & handling. Future batches of product may not match perfectly to initial batch for characteristics, color, or milling. Customer also needs to check on their own if dimensions are appropriate for the application. For example, if ordering a door slab to be used as a sliding door, the customer should verify that it will fit in the open and closed position, fit on the track, and provide proper coverage over the opening. Manufacturer is not liable for quantities not being correct on take-offs from blueprints. Customer should always verify all specifications, sizes, and quantities prior to confirming order.

Shipping and Receiving

Shipping quotes shown on estimate are only a best guess. If quote does not include free shipping, actual rate will be quoted prior to final invoice upon accurate weight taken from completed order. Shipping rates can change drastically over a period of time and with additions to an order. If customer wants a firm rate that will not change, they need to request that prior to confirming order.

RLP will make an estimated completion date/ ready to ship date upon receiving deposit. RLP is not liable for delays in shipping once it has left RLP's facility. If timing is critical customer should plan in advance to make payment on time and schedule to receive shipment. Also RLP will not store finished product more than one week after it is completed and ready to ship. Payment and shipment must be made promptly upon completion of manufacturing.

Customer should be prepared to receive heavy crate from shipper. Crates can weigh from 200 to 5000 pounds. Most deliveries are made via large truck. If customer does not have means to receive and unload freight trucks, please notify shipper and RLP. Shipping companies will usually only deliver goods curbside. Material less than 8' long can be delivered with a lift-gate if customer does not have a dock or forklift, but customer needs to have a plan to move material from curbside into proper storage.

Customer must inspect all goods immediately upon receiving shipment. Make notes on shipping company's bill of lading or receipt and take pictures of any damage such as torn or broken packing material, broken bands, broken crates, water damage. Do not sign for shipment without opening and inspecting it first. Any shortages or damage on order must be documented, photographed and immediately reported to shipping company and RLP for any valid claim to be made. Customer must help RLP document the claim so that RLP can as effectively and quickly as possible rectify the problem. Any defects or cosmetic faults must be also documented and immediately reported to RLP.

Door Warranty Issues

RLP provides a one year, non-transferable limited warranty starting on day of shipping. Warranted items include warping beyond 3/8" in plane of door, loose glue line cracks that cause structural concern or defects that make the door unsuitable for use. RLP may attempt to first repair door or substitute like item; RLP may also opt to refund price paid for original door. Freight to return defective door is responsibility of customer; RLP will pay for freight for replacement door if item is under warranty. Any cosmetic defects will not be considered warranty items if common to style of door and wood. Cosmetic defects must be brought to RLP's attention immediately upon receipt of shipment. Customer must show proof of proper door care described below to make warranty claim. No other company, institution, or organization's expressed or implied warranties or standards are warranted or guaranteed by RLP.

-Doors must be properly stored flat with adequate ventilation. -Doors should not be in an environment with moisture, sunlight, or temperature changes prior to installation and sealing. For example, do not have doors delivered to a jobsite in the winter when paint and plaster have not dried.

-Installation must be suitable for door.

-Exterior doors must have adequate protection from the elements such as overhang protection from sun and moisture, no snow build-up, annual sealing maintenance.

-Seal all six sides including hinge mortises ASAP; this will void the warranty if not done upon delivery of doors.

-Perform regular finishing maintenance after installation.

Improper door care will void warranty. With warranty claim customer will be required to show proof of proper door care.

Items not covered by warranty:

- RLP will not pay for any finishing costs associate with warranty item. RLP is not responsible for any other costs, claims, or labor caused or resulting from defective door other than replacing door slab.

-RLP will not pay for any inconvenience, displacement, potential loss of income, or any other claims besides replacing original door in same condition as it was originally shipped.

-Door movement and operation that can be corrected with common installation practices are not warranted. -Minor joint cracks.

-Loose knots.

-This warranty is void if doors were improperly installed or cared for.

-Moisture damage.

- -Humidity damage such as bathroom.
- -Temperature, moisture or climate swings where door is to be installed will void warranty.
- -Sun damage.
- -Excessive trimming of door.
- -Panel movement less than 1/8" for panels up to 12" wide, i.e., ¹/₄" for 24" panel.
- -Doors not built with laminated stiles and rails.
- -Any door built under $1 \frac{1}{2}$ " thick with reclaimed lumber.
- -Warping in plane of door under 3/8".
- -Doors over 80" tall warping in plane of door under $\frac{1}{2}$ ".
- -Increase in overall height or width less than 1/16".
- -Any plank door, ie, door built as a solid slab without a panel system.
- -Any movement in door frame or jamb.
- -Warping of the door resulting from door frame or jamb.
- -Problems associated with building settling.
- -Application of any finishes or undesired results from any finishes.

Flooring Warranty and Installation

RLP provides a one year, non-transferable limited warranty starting on day of shipping. Warranted items include delaminating of engineered flooring. RLP also guarantees that moisture content does not exceed 8% upon delivery. RLP may attempt to first repair floor or substitute like item; RLP may also opt to refund price paid for original floor. Any cosmetic defects will not be considered warranty items if common to style of wood. Cosmetic defects must be brought to RLP's attention immediately upon receipt of shipment. Customer must show proof of proper care and installation to make warranty claim. No other company, institution, or organization's expressed or implied warranties or standards are warranted or guaranteed by RLP.

Flooring care and install:

laimed - Floor must not be delivered to jobsite until all painting and sheetrock work is complete.

-Solid wood flooring must have adequate time to acclimate prior to install.

-All products must be stored indoors and free of sun or moisture damage.

-Engineered floor is required to be glued down with appropriate wood flooring mastic over all surfaces.

-Engineered flooring also is required to have a moisture barrier applied on all concrete surfaces and/or below grade.

-Solid wood flooring is not warranted if installed over concrete, radiant heat, or below grade.

-All flooring requires proper sealing.

-We recommend you follow the guidelines of the National Wood Flooring Association.

Items not covered by warranty:

-RLP will not pay for any inconvenience, displacement, potential loss of income, or any other claims besides replacing original defective part of floor in same condition as it was originally shipped.

- RLP will not pay for any finishing, install or labor costs associate with warranty item. RLP is not responsible for any other costs, claims, or labor caused or resulting from defective floor other than replacing product. -Minor joint cracks.

-Loose knots.

-Moisture damage.

- -Humidity damage such as bathroom.
- -Temperature, moisture or climate swings where floor is to be installed will void warranty.
- -Sun damage.
- -Application of any finishes or undesired results from any finishes.

Issues Concerning Solid Wood Paneling and Raw Material or Lumber

RLP does not warranty paneling, beams or lumber. RLP only guarantees that they are made and delivered according to the specifications and quantity on the invoice. This product is a natural material and is sold as is. RLP does not guarantee that raw material will yield any particular amount.

Issues Concerning Hardware

RLP provides a five year, non-transferable limited warranty starting on day of shipping. Product is only warrantied for interior installation and if installed according to guidelines and instructions.

Thank you for your order!

