

## **K.D. Woods Company Terms and Policies**

### **Payment Terms**

- A 50% non-refundable deposit is required to initiate an order, with the balance due at production completion. An order is agreed to be placed with payment or payment and signed acknowledgment. A \$40 fee will apply for returned checks.

### **Small Order Handling Fee**

- Flooring orders of less than 350 square feet will incur a small order handling fee of \$95.00. Some small orders depending on their nature may incur small order handling fees of up to \$250, which will be noted on the Order Acknowledgment.

### **Expediting Fee**

- An additional fee of 15% will apply to any order requested by Buyer to be shipped in 10 days or less from the order placement date, subject to production availability.

### **Parcel Packaging Fee**

- Any order being shipped with a parcel service (UPS, FedEx, etc.) that requires cardboard packaging will incur a packaging fee of \$25 per package.

### **Change Order Fee**

- An additional fee of \$50.00 will apply to any order for which a request for changes is made by Buyer after the start of production. Any changes in the order by Buyer must be in writing.

### **Estimated Freight Charges**

- Estimated freight charges are subject to change at any time and will be billed based on the actual freight characteristics at the time of shipment.

### **Order Cancellation**

- Cancelled orders will result in loss of Buyer's 50% non-refundable deposit.
- All cancellations by Buyer must be in writing. All of Buyer's rights to the order will be forfeited if order is cancelled.

### **Storage Fee**

- If you are not able to immediately take your order, storage fees will be assessed and added to the order where necessary. Fees vary based on product and order size. Final payment of storage fees is required prior to shipping.

### **Order Forfeiture**

- Any order not paid for in full within 30 days of completion may be considered cancelled in the sole discretion of Seller. Buyer will forfeit all deposits and rights to the order if Seller cancels order for failure to pay.

### **Risk of Loss After Shipment**

- The risk of loss due to casualty or destruction shall be borne by Buyer upon Seller's tender of the materials to the carrier for shipment to Buyer, unless Seller is acting as the carrier for shipment, and then the risk of loss due to casualty or destruction shall be borne by Seller upon Seller's tender of the materials to Buyer.

### **Choice of Law/Jurisdiction**

- This agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.
- The Buyer and Seller agree that both jurisdiction and venue for any dispute arising hereunder shall be proper only in Franklin County, Pennsylvania.

### **Force Majeure**

- Seller shall have no liability to Buyer and shall have the right to suspend the shipment in the event of war, riot, flood, acts of God, fire, court order, strike, work stoppage, act of government or other causes beyond Seller's control.

### **Entire Agreement**

- This sales order constitutes the entire agreement between Seller and Buyer, and may not be changed except by writing signed by the parties.

## **INSPECTION & ACCEPTANCE**

**Within five (5) days of the receipt of the products, Customer shall inspect the products with regard to any shortages, damages or defects. Claims for corrections from Customer must be made in writing to K.D. Woods Company within five (5) days of receipt of the products, and if a claim is not made within said time period, the products shall be deemed accepted.** In case defects are found during such inspection, Customer shall notify K.D. Woods Company immediately but not later than ten (10) days after receipt of the products. The failure to provide said notice within the ten (10) day period shall be deemed acceptance of the products by Customer. Upon receipt of notice, K.D. Woods Company shall have the right to inspect and investigate to determine the validity of the defect. To the extent K.D. Woods Company determines that there is a defect for which K.D. Woods Company is responsible hereunder, then in such case K.D. Woods Company's sole obligation is to correct or replace the products to conform with the Specifications at the expense of K.D. Woods Company; however, K.D. Woods Company shall have no liability to correct or replace any items caused by Customer, including without limitation, as set forth in the Disclaimer provision below. In such case, K.D. Woods Company agrees to arrange for transportation and sufficient insurance to protect the products in transit, as well as the transportation of the repaired or replaced products from K.D. Woods Company's supplier, and such reasonable costs of such rework or return including a return for analysis of the products shall be borne by K.D. Woods Company.