



American Reclaimed Floors, LLC
Terms and Conditions

Terms 100% Satisfaction Guaranteed AMERICAN RECLAIMED FLOORS, LLC. is dedicated to providing a unique building experience through reclaimed antique wood. We set the highest possible standards for ourselves, guaranteeing you will be 100% satisfied with your reclaimed product investment. Throughout the whole process, from selecting the right materials for application to making sure your order arrives on time at our worksite, we are committed to providing you with superior quality reclaimed products. Tax Free Purchasing at AMERICAN RECLAIMED FLOORS, LLC.

-All purchases made with AMERICAN RECLAIMED FLOORS, LLC. are tax-free. Lead Times (custom manufactured products only) Normal lead times are 4-8 weeks or longer depending on products ordered; please let us know if you have special needs. Close to completion of your order, you will be contacted to arrange shipment/delivery.

Shipping & Delivery (All Products)

AMERICAN RECLAIMED FLOORS, LLC. will package your order according to its contents, method of freight and distance of travel to ensure that it arrives safely at your work site. If you have any special conditions, regarding how you would like the order shipped or how it is delivered to the work site, please contact us. Unloading at the Job Site (Most Large Products and Large Quantities)

upon delivery, the customer, or customer's representative will be responsible for unloading the order. It is advisable to have plenty of assistance and/or equipment available to help. All deliveries are curbside deliveries; drivers are unable to enter your home. You will also need to consider accessibility to your street or driveway. Orders are typically shipped via full-size semi trucks. In the event that the delivery truck cannot get to your home, special arrangements will be made. To contact a member of our team or any of our sales representatives please use our contact us page or you can call us directly at 503-474-8855, and we will be glad to help you. We encourage customers to come visit our facilities. If you are interested, please call us to set up an appointment. Estimate /Invoice/Order/ Cut list Verification Information Please be advised the estimate/invoice you accept is directly transformed into the order and cut-list that is used to manufacture the order. Please carefully examine the information specified on the estimate/invoice prior to its acceptance. Once an estimate/invoice is accepted and submitted to an order/cut-list the products manufactured/delivered will be in accordance with the information provided on the estimate/invoice /order/cut-list.

Terms and Conditions (Sales) All estimates and invoiced sales of AMERICAN RECLAIMED FLOORS, LLC., ("A.R.F.") Products ("Products"), both Products



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furnished by A.R.F., from inventory without alteration or modification by A.R.F. ("Basic Products"), and Products cut, milled or altered by A.R.F. to accommodate Buyers order ("Custom Products"), are subject to the following terms and conditions:1. Quotations and Orders(a) Orders of A.R.F.'s products,

("Products") based on A.R.F.'s invoiced order are subject to acceptance by Buyer's order upon the terms hereof, and if any terms or conditions set forth in Buyer's invoiced order

are at variance with the terms and conditions set forth herein, the terms and conditions set forth herein shall control.

1. Buyer's invoiced order must be accompanied with a non-refundable deposit equal to 50% of A.R.F.'s invoice ("Buyer's Deposit"). Prices quoted are subject to change without notice or withdrawal at any time prior to A.R.F.'s receipt of Buyer's Deposit.(b) All quotations are F.O.B. AMERICAN RECLAIMED FLOORS, LLC.s warehouse, Forest Grove, Oregon, unless otherwise specified.(c) Orders cancelled by Buyer prior to shipment will result in Buyer's forfeiture of Buyer's Deposit.

2. Sales all sales are F.O.B. A.R.F.'s warehouse in Forest Grove, Oregon unless otherwise specified. Delivery of Products of Delivery to Buyer or to the carrier shall constitute transfer of title, ownership, and possession to and of the Products at such point of delivery, and the Products shall thereafter be at the Buyer's risk. Buyer shall pay all shipping charges and any additional charges for special packaging requested by Buyer.

3. Payment Terms Terms for payment are Buyer's non-refundable 50% Deposit with submission of Buyer's order and the balance prior to the shipping date. Any account unpaid by the shipment date is subject to a service charge of 1- 1/2 percent per month on the unpaid balance, and shipment will be delayed until full payment is received. Any account not paid within sixty (60) days of the initial shipment date will result in a cancellation of Buyer's order and forfeiture of Buyer's Deposit unless other arrangement are made and agreed upon with A.R.F.

4. Shipping All shipping dates are approximate only and are subject to confirmation by A.R.F. at time of acceptance of order. Shipping is also subject to unavoidable delays caused by material shortages, strikes, accidents or other causes beyond A.R.F.'s control.

5. Returns except as hereinafter provided, for a period of 30 days after shipping date,



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Buyer may return any unused Basic Products. If those Basic Products are returned no later than 7 days after the Products were delivered to Buyer, AMERICAN RECLAIMED FLOORS, LLC. will replace the same with other Products or refund 50% of the purchase price of such Basic Products (the remaining 50% representing a non-refundable deposit), whichever Buyer shall elect. After such 7-day period, A.R.F. will only replace the Basic Products returned. If the price of replacement Products exceeds the price of the Basic Products returned, such excess price must be paid prior to reshipment date. The Buyer shall pay the cost of return and reshipment. No Basic Products may be returned after 30 days from

the shipping date. No return may be made of any Basic Product that has been installed, cut or altered by Buyer in any way. Custom Products cannot be returned.

6. Warranties (a) All Products are sold “AS IS” and A.R.F.’s sale warranties are solely that it is the owner of the Products sold Buyer and that the Products are delivered free from any security interest or other lien or encumbrance whatsoever. Products sold with old

paint or stain may have lead-based paint hazards.(b) THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY MADE BY A.R.F.AS TO ITS PRODUCTS, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

7. Limitation of Liability It is understood and agreed that any liability of A.R.F., whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed the return of the amount of the purchase paid by Buyer and under no circumstances shall A.R.F. be liable for special, direct, indirect or consequential damages. Buyer acknowledges and agrees that the price quoted for A.R.F.’s Products is consideration in the limitation of A.R.F.’s liability. No action arising from the purchase of A.R.F.’s Products may be brought by Buyer more than one year after the shipment date of such Products.

8. Waiver A.R.F.’s waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other term or condition.

9. Entire Agreement These terms and conditions constitute the entire agreement between A.R.F. and Buyer and such terms and conditions shall not be modified or amended except



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by a writing executed after the date hereof. These terms and conditions shall supersede any provisions, terms and conditions contained in any purchase order or other writing AMERICAN RECLAIMED FLOORS, LLC. may receive from Buyer, and the rights of the parties shall be governed exclusively by the terms and conditions hereof.¹⁰

Designation of Law and Forum In any action brought hereunder, the parties waive their right to a trial before a jury. The parties agree that the laws of the State of Oregon shall control in any dispute, and that such legal actions arising out of or related to the purchase and sale of AMERICAN RECLAIMED FLOORS, LLC.'s Products shall be brought in Washington County, Oregon. PLEASE NOTE: At the time you receive your order, you MUST check for damages and/or missing items, and note that accordingly on the bill of lading. It is a good idea to have a copy of your invoice with you, so you can verify you received all of the items ordered. If you do not check the materials yourself, please make certain that the person signing for them checks for damaged or missing items. If no damages are noted on the bill of lading, AMERICAN RECLAIMED FLOORS, LLC. cannot be held responsible for any damages or

shortages that occur.

Terms and Conditions (Web Site) Please read this document carefully. It contains important information about your rights and obligations. By accessing this web site user acknowledges acceptance of terms and conditions. AMERICAN RECLAIMED FLOORS, LLC., "A.R.F." respects your privacy online. When you choose to give personal information to A.R.F. over the internet, we will not sell, rent, or give it away. For your protection, we will never put your credit card information in an unencrypted email. Although A.R.F. has attempted to provide accurate information on the web site, A.R.F. assumes no responsibility for the accuracy of the information. All information on this web site is provided "as is" with all faults without warranty of any kind, either expressed or implied. A.R.F. reserves the right to change the products or services listed without notice. This web site may contain links to third party sites. Access to any other internet site linked to this site is at users own risk and A.R.F. is not responsible for the accuracy and reliability of the information contained on these sites. The inclusion of links does not imply an endorsement or affiliation.