

## terms of sale & general information

This document contains our understanding of the basic details of your order, pricing, and anticipated scheduling. You must carefully read this document, sign it indicating that you agree with and accept what it contains, then return it to us with the Deposit Payment. This Order confirmation serves as a contract between the customer and Meyer Wells it may be amended by written and accepted change order. No work of any kind will be done on your project nor any materials procured or reserved on your behalf until we receive the signed document and deposit, unless alternate terms are detailed and agreed to in writing.

*Production cannot begin before Meyer Wells has completed scope, received approved drawings, and a deposit has been received. Meyer Wells reserves the right to amend the due date if these requirements are not met 6 weeks from the date of deposit.*

### shop drawings

For each product ordered one set of comprehensive shop drawings and one shop drawing revision will be submitted to the client for approval; any additional shop drawing revisions made per client request will be billed at current shop rate. An estimate of additional charges will be provided by Meyer Wells and approved by client before being incurred.

### finish samples

One finish sample will be provided for client approval; any additional samples produced per client request will be billed at current shop rate unless alternate terms have been agreed to in writing. An estimate of additional charges will be provided by Meyer Wells and approved by client before being incurred.

### final balance due

Final balance is due upon pick-up or prior to shipping unless alternate terms are detailed and agreed to in writing. Past due balances will be charged the lesser of 1.5% per month or the highest rate permitted by law plus all collection costs, including reasonable attorney's fees and expenses.

### taxes

The Customer shall pay all sales, use, excise and other taxes applicable to the sale. Resale and/or exemption certificates must be forwarded to Meyer Wells and kept current for the duration of the contract.

### order changes and cancellations

Once we have received your signed Order Confirmation any change must be acknowledged by Meyer Wells via written change order, prepared by MW and signed by you, signaling your acceptance of any additional charges or changes to the schedule. Note that pricing may change if existing specs are changed or if quantities are adjusted. In the event of an order cancellation you will be liable for cancellation charges to be determined reasonably by Meyer Wells on a case by case basis.

### storage of completed work

Meyer Wells will store completed work free-of-charge for up to two weeks after the completion date stated on the Order Confirmation, thereafter \$50/ day storage charges will be incurred. Arrangements can be made for offsite storage, and all associated costs shall be the responsibility of the customer.

### claims

Risk of loss and damage passes to Customer once Meyer Wells relinquishes the product to a shipping carrier. Product shortages and damage must be noted on delivery receipts at the time of receipt by the Customer or Customer's agent. If the carrier damaged the Product while in transit, the Customer has sole obligation of seeking any recourse against the appropriate carrier. Claims against Meyer Wells for any potential shortages or errors must be made within seven (7) days of the date of delivery.

### title

Title to the Product shall remain with Meyer Wells until the Product is fully paid for.

### product images

Product images may be taken prior to shipment or delivery. The images will be the property of Meyer Wells and may be used for any purpose, including professional and educational use in electronic or print media with the customer's information undisclosed. Any NDA served and signed by both parties will supersede this condition.

### delivery and installation

All work is FOB our Seattle or Sumner locations as noted on each Order Confirmation. Meyer Wells does not deliver nor install work unless agreed to in writing. Delivery by third party is available and may be arranged by Meyer Wells. All associated costs are the responsibility of the customer. All deliverables shall be insured for the full replacement value. In the case of linear stock and architectural materials, delivery does not include unloading, which is the responsibility of the receiving party.

### natural character

The natural characteristics of the wood we work with include ongoing wood movement, cracks, knots, and color changes due to exposure to light and oxygen. Wood with character is more prone to movement than wood without character, due to the expansion and contraction of wood fibers going in many directions. Meyer Wells warrants that our product will be practical and useful, but cannot guarantee that the product will be free of character variation & changes inherent in natural wood with unique grain patterns.

### environmental parameters

The environment into which Meyer Wells' products will be installed must have an ambient hygrometry within the range of 35-55% relative humidity, and temperature between 55-80 degrees at all times in order to reduce the likelihood of abnormal failures due to an uncontrolled environment. *The customer accepts full responsibility for failures of wood that result from a product being placed in an environment outside of these specified ranges.*

### one-year limited warranty

Meyer Wells warrants both our workmanship & finishes for one-year against any abnormal failures.

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SIGNATURE

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PRINTED NAME

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DATE

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TITLE