

The CHARRED collection from reSAWN TIMBER co. consists of Cypress, North American Black Walnut, Red Oak and Reclaimed Hemlock that have been charred in the Japanese technique of shou-sugi-ban. It is essential that this unique material is understood and expectations are set prior to ordering. It is critical that every installer and end-users reads and understands this document BEFORE materials are ordered.

### APPLICATION:

Black Walnut, Red Oak and Reclaimed Hemlock materials are intended for INTERIOR application only - walls, ceilings, millwork (not suitable for flooring). Cypress products are suitable for exterior or interior applications. - walls, ceilings, millwork (not suitable for flooring).

### VARIATIONS:

The wood is burnt under controlled conditions however, due to the nature and grain pattern of wood and the hand crafted process of shou-sugi-ban, there will be a natural variation to the **color, pattern and thickness** of these materials. Each plank takes the burning process differently depending on the grain pattern and character of the wood. Product photos and samples provided by reSAWN TIMBER co. are meant to be a general guide to product appearance only. The color, grain pattern, character and profile will vary between individual boards on a project and will never be an exact match to samples/photos.

### JOINERY:

Prior to installation, individual boards will need to be checked for the integrity of the joinery. The variation in the level of burning may affect the tongue and groove and may require additional attention during installation. This is not a defect, but a natural part of the charring process.

### SPLITS:

The charring process may cause the face and/or ends of some boards to split. This is not a defect, but a natural part of the charring process. These splits can be cut off and the rest of the board can be used.

**We recommend ordering a waste factor of 15% with all CHARRED materials.**

### WEAR:

These materials are meant to age in place. Exterior materials can be sprayed down with a hose and brushed with a soft bristle but are not meant to be power washed. Over time, flaking of the charred surface may occur. Flaking of the HAI design will reveal black underneath as the char on HAI is approx. 1/8" thick. Except HAI and MOYASU, these products include exposed wood which will naturally patina over time. Exterior materials may require reapplication of top coat as weather, sun and wind affect these surfaces. We cannot guarantee against wear or color changes to any products which result from weather, sun, wind and/or the natural aging process of the wood. Please see CHARRED usage guide for details.

### INSTALLATION:

Materials should be installed in accordance with Cypress Siding Installation Guidelines from the Southern Cypress Manufacturer's Association - special attention to the section on storage and acclimation. These guidelines are available for download at [resawntimberco.com](http://resawntimberco.com).

**IT IS THE RESPONSIBILITY OF THE INSTALLER TO INSPECT THE PRODUCTS PRIOR TO INSTALLATION. If, BEFORE INSTALLATION OR DURING INSTALLATION, you discover any product that has obvious defects or does not match the order DO NOT PROCEED WITH INSTALL. STOP IMMEDIATELY and contact reSAWN TIMBER co.**

These materials are sold without warranty, either expressed or implied.

I have read and accept reSAWN TIMBER co.'s CHARRED collection disclaimer

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## TERMS & CONDITIONS OF SALE

### ORDER PROCESSING

**Price Quotes:** Prices quoted are good for 30 days unless noted otherwise. Shipping charges on the sales order are estimated at the time of order and will be adjusted and billed on the final invoice.

**Sales:** All sales are final. There are no returns, exchanges or cancellations.

**Return Check Fee:** Client shall pay a \$50.00 returned check (insufficient funds) fee, if applicable.

**Credit Card Transaction Fee:** 3% of order total to be added to invoice if payment by credit card.

**Order Confirmation:** Because every order is custom, both a signed order confirmation and a non-refundable deposit are required to initiate your order. Please review the sales order confirmation carefully for accuracy of dimensions, species, colors, treatments and finishes, quantities, prices, address for shipping, lead time, payment terms and any other information pertaining to the order. Client is responsible for quantity estimates. A signed sales order confirmation constitutes acceptance of our terms and conditions of the sale and acceptance of the sales order as it is written including material specifications. All material is guaranteed to be as specified.

**Payments:** Unless otherwise noted, an initial deposit of 50% of the total order is due prior to the commencement of all projects. Deposit payments are completely nonrefundable. No exceptions. The balance of payment is due within five (5) days of reSAWN notifying Client that work is complete and ready for shipping. Orders will not be shipped without receipt of final payment.

**Late Charges:** If final payment is not received within five (5) days of reSAWN notifying Client that work is complete and ready for shipping, late charges of 2% per month or any portion thereof, or the maximum amount permitted by law shall be added to the balance due to cover storage and handling.

**Change Orders:** A change order encompasses either additions or deletions to the original order. If additions requested require that the original schedule needs to be met, and if this is possible, a 20% premium will be charged. This premium may be adjusted if additions are early in the milling schedule. A new deposit may be required if substantial additions are made.

**Deletions:** Because of the custom nature of the products, deletions can cause problems. If the manufacturer has started preparation, a 20% fee will be charged for material handling and rough sizing costs. If the manufacturer has started milling operations, the customer is liable for all costs incurred including test runs. Any milled material will be charged at the quoted price.

**Lead Time:** Lead time estimates are given on the quotation and sales order confirmation. These are based on our best information at the time of the order and are not guaranteed. Lead time begins upon receipt of your deposit and signed sales order confirmation. reSAWN is not responsible for transit time issues by our shippers.

**Shipping:** Orders are shipped freight prepaid by Common Carrier or truckload Carrier. If your order arrives damaged due to shipping, please note the damage on the freight bill before signing the bill of lading and contact us as soon as possible. Do not un-bundle your order. We will handle the claim and replace any damaged material as soon as possible.

### MATERIALS

**Natural Material:** Products sold by reSAWN are made using natural materials and therefore, color variation, grain variation, mineral streaks, sap pockets, small knots, flecking or other variation can occur. We cannot guarantee against natural variations, nor the differences between the color, grain and appearance of product samples, surrounding field floor, millwork and other wood products, and the color, grain and appearance nor color changes to any products which result from UV light and/or the natural aging process of the wood. It is these intrinsic qualities that contribute to the uniqueness and character of every reSAWN product.

**Overrun:** Expect as much as 3% overrun on flooring orders and 10% overrun on molding orders. Overrun to be added to final invoice.

**Examination:** IT IS THE RESPONSIBILITY OF THE INSTALLER TO INSPECT THE PRODUCTS PRIOR TO INSTALLATION. As wood is a natural material, standard industry practice allows for up to 5% (10% for reclaimed) of product shipped to have milling, handling, finish and/or grade defects. If, **BEFORE OR DURING INSTALLATION**, you discover any product that has obvious defects outside this accepted allowance, **DO NOT PROCEED WITH INSTALL. STOP IMMEDIATELY and contact reSAWN TIMBER co.** Commencement of work by installer is considered an acceptance of materials. reSAWN accepts no responsibility for costs of products or labor when products with visible defects have been installed nonetheless.

### MISCELLANEOUS

**Rights and Usage:** Unless otherwise directed in writing not to do so, the client/Client permits the unrestricted right to reSAWN to use the client's/Client's name and any and all project photographs and images for the purposes of promotion in any and all media.

**Claim:** In the unlikely event of a claim under this contract, reSAWN or its designated inspectors have the right to conduct inspections of the materials in question. Any third party investigation of a failed installation will be at the expense of the responsible party. reSAWN and the client agree to be bound by the decision of the independent inspector. See manufacturer's warranty for full details.

**Attorney Fees:** If either party becomes involved in arbitration or litigation arising out of this contract or the performance thereof, the court or arbitration body in such litigation, or in a separate suit, shall award reasonable costs and expenses, including attorney fees and the court or arbitration body will not be bound by any court fee schedule but shall if it is in the interest of justice to do so, award the full amount of costs, expenses and attorney fees paid or incurred in good faith.

**FREIGHT QUOTE**

A freight quote is provided on the sales order confirmation. This quote is based on the purchase order information including order quantity and delivery address. Your purchase order should indicate delivery address & onsite contact name & phone number. This quote is for the STANDARD SERVICE for freight delivery unless otherwise noted. Any changes to the order or delivery address or additional services will require a revision to this quote.

**STANDARD SERVICE**

Standard Service is via Common Carrier on an enclosed Trailer or Semi Truck to a business address with a loading dock capable of receiving such a delivery. You are responsible for unloading materials from the tailgate. If there is no loading dock at the delivery address or if the loading dock is inaccessible, additional services may be necessary as detailed below. If you are uncertain about necessary services, contact reSAWN TIMBER co. for assistance.

When the delivery address does not have a loading dock, such as residential deliveries, you will be responsible for unbundling and unloading the materials in pieces from the tailgate - plan to have additional labor on hand to assist in swift unloading. For larger orders, it is recommended you have a forklift on hand with extensions capable of lifting a minimum of 1,500 lbs and 10' long pallets.

**WEIGHT & DIMENSIONS**

Wood planks are bundled and shipped on pallets approx. 4' X 4' X 12' long (16' long for most CHARRED products). Approx. weight is 3 lbs/sf of wood with each pallet carrying approx. 1,000 sf or a total weight of 3,000 lbs.

**ADDITIONAL SERVICES**

Indicate any additional services needed on the purchase order. These services require an additional fee which will be included in the freight quote on your sales order confirmation. If your shipment ends up needing any of these extra services and you did not indicate so in advance, you will be charged an additional fee for these services on your final invoice or, if post-delivery, at the time when reSAWN TIMBER co is charged by the carrier.

Residential Delivery - Carriers define a business zone as a location that opens and closes to the public at set times every day. If the delivery address is located in a residential zone, (among personal homes or dwellings) or if the shipment is being sent to a residence, you must indicate this in advance on the purchase order. There must be reasonable access room for the trailer or semi truck with clearance to turn around, a paved driveway and no tree limbs blocking the trailer. You are responsible for unloading materials from the tailgate.

Liftgate Service - A liftgate is a motorized platform attached to the back the truck that can lower a shipment from the truck trailer to the ground. The carrier's responsibility is only to drop the shipment curbside. You are responsible for moving the shipment from the drop point and should plan accordingly. Due to the length of some of our products, it may not be possible to unload materials using a liftgate.

Flatbed Truck - Larger orders and/or orders that cannot be unloaded from the back of the truck may require a Flatbed Truck with side unloading capability. This will require you to have a forklift onsite (not provided) with the capability to unload the pallets. You are responsible for unloading the materials.

Guaranteed Service - If you require your order to be delivered on a certain day or within a certain time frame, we can arrange for 'guaranteed service' for an addition fee.

**SERVICE TRANSIT TIMES**

Only "Guaranteed Service" transit times are guaranteed. All other transit times are reliable but not 100% guaranteed. reSAWN is not responsible for transit time issues by our shippers.

**TRACKING & SCHEDULING DELIVERY**

reSAWN TIMBER co. will contact you when your order is ready for shipping and will provide you with tracking information for your order once it ships. The freight company will arrange actual delivery day/time with the onsite contact you indicated on the purchase order. You are responsible for unloading your order at the scheduled time of delivery - be sure to have sufficient staff on hand to assist.

**INSPECT THE DELIVERY**

Inspect your shipment IMMEDIATELY upon receipt and with the driver present. If your order arrives damaged due to shipping, note the damage on the freight bill before signing the bill of lading and contact reSAWN TIMBER co immediately. Do not unbundle your order and do not proceed with installation.

**PRODUCT INSPECTION**

**IT IS THE RESPONSIBILITY OF THE INSTALLER TO INSPECT THE PRODUCTS PRIOR TO INSTALLATION.** As wood is a natural material, standard industry practice allows for up to 5% (10% for reclaimed) of product shipped to have milling, handling, finish and/or grade defects. **If, BEFORE OR DURING INSTALLATION, you discover any product that has obvious defects outside this accepted allowance, please contact reSAWN TIMBER co. immediately - DO NOT PROCEED WITH INSTALL.** Commencement of work by installer is considered an acceptance of materials. reSAWN TIMBER co accepts no responsibility for costs of products or labor when products with visible defects have been installed nonetheless. See manufacturer's Installation Guidelines for additional instructions on Inspection.

**STORAGE**

Store materials according to manufacturer's Installation Guidelines. **IMPORTANT:** Wood products must be acclimated to the jobsite prior to installation for a minimum of **3 days (72 hours)** and in accordance with manufacturer's guidelines for acclimation.