

Payment: Thank you for your order. Please note that an order must be **paid in full** before the order is shipped.

“As Is”  
Disclosure: **Products are sold “As Is” with natural variation.** PLEASE SEE DISCUSSION OF **NATURAL WOOD PRODUCTS** BELOW.

Unloading at  
Delivery  
Location: **The order will be delivered to the CURBSIDE of the Delivery Location – the CUSTOMER is responsible for moving the order inside the home, or to any other location.** PLEASE SEE **SHIPPING & DELIVERY** TERMS BELOW.

Order Check: At the time you receive your order, you **MUST** check for damages or missing items, and note any problems on the bill of lading delivered with the order. It's a good idea to have a copy of your invoice with you so you can verify you received all of the products you ordered. If you do not check the products yourself, please make certain that the person signing for the products checks for damages and missing items. Black's Farmwood is not responsible for any damages or shortages that are not identified on the bill of lading. PLEASE SEE **RETURN OF DEFECTIVE PRODUCTS** BELOW.

**Please carefully review the TERMS AND CONDITIONS on this page AND the following page. The TERMS AND CONDITIONS are an integral part of this agreement concerning your rights and obligations. Thank you.**

## Additional Terms and Conditions

**Natural Wood Products/Samples/Decorative Products.** Reclaimed wood is a natural product and may contain inherent aged characteristics including but not limited to the following: checking, natural color variation, nail holes, mortise holes, mineral staining, wane, tapering, etc. Dimensions of reclaimed wood are not as exact as in newly milled lumber and may have natural variance up two inches in any dimension. If any sample was shown Customer, that sample was used merely to illustrate the general type and quality of the products and not to represent that the products would necessarily conform to the sample. "Decorative" products have not been certified as structurally sound by a certified grader. Products not warranted against insect habitation (please ask us how you can remove any possibility of insect habitation).

**Change Requests.** We begin to process orders as soon as they are placed. Please contact us as soon as possible if you would like to make any changes to your order, and we will make every effort to accommodate your change request. However, we cannot guarantee changes can be made after your order is placed.

**Cut List Verification.** Please carefully examine the description of the products ordered before signing this Order Form. This Order Form is used as the cut list, which means your order will be manufactured in accordance with the information provided on this Order Form.

**Shipping & Delivery.** Please let us know in advance if you have any special needs or preferences on how you would like the order shipped or delivered. We will contact you close to the completion of your order to arrange shipment, delivery, and your final payment. We will package your order according to its contents, method of freight, and distance of travel. Customer shall pay all shipping charges and any additional charges for special packaging requested by Customer. Please be aware that freight drivers are unable to enter your home. We recommend that you arrange to have plenty of assistance and equipment available to move the order at the time of the delivery as weather or other conditions could damage any order left at the curbside. Please consider the accessibility of your street or driveway as orders are typically shipped on full-size semi trucks. If the delivery truck is unable to access your home, your order be transferred to a smaller truck if one is available (additional fees may apply, and the Customer is required to pay the freight carrier directly for any additional fees). If a smaller truck is unavailable, you will be asked to pick up the order at the freight carrier's trucking terminal.

**Transfer of Title – Risk of Loss – Insurance.** The delivery of your order to the freight carrier constitutes a transfer to Customer of title, ownership, and possession of the products ordered. The risk of loss for the products shall pass to Customer upon delivery of the order to the freight carrier. You may purchase shipping insurance directly from the freight carrier, and at your request we will obtain a quote for you. We arrange for shipping your products with a commercial freight carrier as a courtesy, unless you wish to make your own shipping arrangements.

**Delivery Time.** The delivery time stated above is an estimate and is not guaranteed. Shipping is subject to unavoidable delays caused by material shortages, strikes, accidents, or other causes beyond our control. Most products will ship within two business days upon completion of an order and payment of the total amount due (some products may require extensive packaging and will therefore take longer to ship).

**Prices Subject to Change.** Prices quoted are subject to change without notice or withdrawal at any time prior to the date this Order Form is accepted and signed by Black's Farmwood, Inc..

**Cancellation/Late Payment.** If an order is cancelled prior to shipment, your deposit will not be refunded. If your order is cancelled after the order is shipped, you are responsible for 100% of the total amount due. Any order that has not been paid in full as of the date the order is ready to be shipped is subject to a service charge of 1 ½% interest per month on the unpaid balance, and shipment will be delayed until full payment is received. Any order not paid within 60 days of the initial shipment date will result in a cancellation of the order.

**Return of Defective Products Only.** Products that are not defective may not be returned. If you notify Black's Farmwood that you received a defective product within 7 days after your order was delivered to you, we will replace the defective product or refund 50% of the purchase price of the product, whichever alternative you prefer. If you notify Black's Farmwood that you received a defective product after 7 days, but before 30 days, after your order was delivered to you, we will replace the damaged product. We will not replace any products or refund any deposit if we are not notified of a defective product within 30 days after your order is delivered. The Customer is required to pay for the cost of returning the product to Black's Farmwood and for the shipping costs of any replacement products. No products may be returned after 30 days from the shipping date. You may not receive a replacement product or refund for any product that has been installed, cut, or altered in any way.

**Disclaimer of Warranties.** Black's Farmwood, Inc. warrants only that the products sold to Customer are as described in this Order Form - no other express or implied warranty is made concerning the products. THE PRODUCTS SOLD UNDER THIS ORDER FORM ARE PURCHASED BY THE CUSTOMER "AS IS" AND BLACK'S FARMWOOD DOES NOT WARRANT THAT THEY ARE OF MERCHANTABILITY QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE.

**Limitation of Liability and Action.** Customer understands and agrees that Black's Farmwood, Inc. liability shall not exceed the total purchase paid by Customer. Black's Farmwood, Inc. shall not be liable under any circumstances for special, direct, indirect, or consequential damages. Customer acknowledges and agrees that the price quoted for Black's Farmwood, Inc. products is consideration for the limited liability of Black's Farmwood, Inc.. No action concerning our products may be brought more than one year after the products are delivered to Customer.

**General.** The law of California shall govern the terms of this Order Form, and any action concerning the purchase of Black's Farmwood products shall be brought in Marin County, California. Black's Farmwood, Inc. waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other term or condition. The terms and conditions of this document constitute the entire agreement between Black's Farmwood, Inc. and Customer, and such terms and conditions shall not be modified or amended except by a writing executed by the parties. These terms and conditions replace and supersede all prior written and oral agreements or statements by and among the parties.