TIMBERLANE

Because every "Welcome Home" moment should be extraordinary

TERMS & CONDITIONS

1. **Dimensional/Style Accuracy:** Timberlane will manufacture Wood, Endurian® and Resilience Shutters per the specifications on the approved proposal only, regardless of any attachments, drawings, purchase orders or blueprints that are provided unless specifically referenced and attached on the original authorized quote. All width dimensions designated on the approved proposal represent the shutter pair width - (for example, 1 pair width @ 40" = 2 single shutters @ 20" each.) The thickness of all Board and Batten Shutters is (+/-) 15/16" and for all other shutters is (+/-) 1 5/16" (excluding Fundamentals and Resilience). Dimensional tolerances are (+/-) 1/8" for length and width, and (+/-) 1/16" for thickness. **It is the customer's responsibility to verify that the information contained in the quote is accurate.**

2. **Payment: All shutter orders require a 50% deposit at placement of order with the balance due prior to shipping** (three business days prior to shipping if payment is made by a personal check). **If a credit card was used for the original deposit and no additional instructions were given, the balance will be automatically processed on the day of shipping on the same credit card used for the deposit.** Hardware only orders must be prepaid in full at the time the order is placed. **Acceptable forms of payment include: MasterCard, Visa, Discover, Checks and Money Orders.** Due to the custom nature of our products, once a shutter order or custom hardware order has been received, it cannot be cancelled. The customer is responsible for the full cost of the order as detailed on the original authorized proposal. Should a cancellation be approved, a 6% processing fee will be collected from the original deposit. Timberlane, Inc. ("Timberlane") will not accept dimension or style changes to an order after the order has been approved by the customer and submitted to Timberlane. Change orders, if accepted, will be billed accordingly based on the scope of the change and will require pre-approval.

3. **Order Abandonment:** All orders require the full balance of payment prior to being shipped unless other arrangements have been made. If payment is not received when the order is ready to ship (original shipment date), it will be held and good faith efforts to receive final payment will be made. After 60 days, Timberlane, Inc. will mail a formal letter (return receipt) to the address on file which will serve as the final notification; it will contain a remittance deadline of no later than 90 days from the original shipment date. If the order remains unpaid for more than 90 days, we will consider your order abandoned. All abandoned orders will result in the forfeit of any initial deposits and the shutter order will be liquidated. If special requirements need to be made, you must contact Timberlane, Inc. as early as possible to make necessary arrangements. The granting of special arrangements is not guaranteed, and each request is reviewed on a per-order basis.

4. **Taxes and Other Charges:** All Taxes (including sales tax, use tax, or any tax, fee, or charge) shall be paid by the Buyer along with the price quoted or invoiced. Should the Buyer have a Tax-Exempt Status, Buyer shall provide Timberlane, at the time of the Contract is submitted, an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge. Failure to provide acceptable documentation will result in the collection of any tax, fee or charge as stated in this clause. The sales tax listed in this quote is an Estimated Sales Tax. Final Sales Tax will be calculated and applied at time of shipment and may vary from amount listed in this document.

5. **Shipping Date:** The shipping date discussed during the formation of this quote is an estimate. **Ship date calculations are based upon the submission date of a completed order and the production schedule at that time.** No order will be released into production until all required paperwork is fully executed and submitted to Timberlane for processing, EXCEPT "Custom Color Approval Forms" when applicable*. Timberlane shall not be liable for any delay or failure to perform its obligations hereunder, due to but not limited to, any strikes, lockouts, secondary boycotts, labor organization stoppages and harassments, damages caused by fire, lightning, earthquake, other natural disasters, or other casualty, and any other conditions beyond the control of Timberlane. On rare occasions there may be delays caused by out-of- stock materials or temporary factory overload. Timberlane will not be held responsible for any consequential charges incurred in the event of a late shipment and strongly recommends that you (the customer) **do not schedule any installation services until you have received notification from a Timberlane Customer Service Representative that your order has shipped.**

   *Shutters which include Custom Color Matching will be produced upon receipt of all standard paperwork with the exception of the "Custom Color Approval Forms". Once the sample is received, the estimated shipping of the entire order will be based on our Custom Color Matching process, which is approximately thirty (30) days from the date

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that Timberlane receives the color sample from the customer. Please review our Custom Color Matching process for additional information and timing.

6. **Delivery:** Orders are shipped via ABF Freight or common carrier (a trucking company). **Please verify that the shipping address shown on the attached proposal is correct.** Changes to the "ship to" address after the order has left our facility will result in a re-consignment charge that you (the customer) will be required to pay prior to receiving the shipment. **If additional delivery assistance or details are needed, please contact your account executive prior to signing this proposal as additional fees will apply.**

7. **Inspecting Your Delivery: It is the customer's responsibility to open and inspect the entire shipment immediately upon delivery, regardless of when the product is to be installed.** Upon delivery, the customer must inspect the order to determine if there is any damage. If damage is found immediately during the unloading, customer should mark the damages on the 'delivery receipt' supplied by the freight company. If, due to the size of the order, the customer is not able to inspect all of the goods received, or the truck is unable to wait for the inspection, the customer must indicate on the driver's 'delivery receipt', that there is possible damage to shutters. Timberlane will not be responsible for any concealed damage that is discovered beyond three (3) days from original 'delivery receipt' under any circumstances. Customer shall retain all original packaging including wood skid until the customer has accepted the inspected order without any defects. Should the shutters need to be returned to Timberlane and the customer no longer has the packaging or the wood skid, the customer will be charged for the replacement of these items.

8. **Unpackaging Your Shutters:** Shutters which have a factory finish applied must be unboxed and removed from the protective plastic wrapping within 3 days of receipt of your order, regardless of when the shutters are to be installed. Failure to do so could result in damage to the factory finish. Finish damage to shutters that were not removed from their packaging within the 3-day time limit is not covered under the manufacturer's warranty.

9. **Returns:**
   a. **Shutters: Shutters are not returnable for any reason due to their custom nature.**

   b. **Hardware: All hardware returns must be pre-approved and have a Return Authorization Number (RA#) issued by Timberlane's Customer Service Department.** To arrange for a hardware return approval and an RA#, please call us at (800) 250-2221. The RA# must be clearly marked on the outside of any carton with return hardware. Returns received without an RA# clearly marked on the outside of the carton will be subject to a $25.00 research fee. **Custom hardware and discontinued hardware are not returnable for any reason.** Hardware must be returned in its original condition. Credit will not be given for incomplete returns or for hardware that is damaged. **Unsealed hardware packages received for return will be subject to a 10% repackaging fee. Additionally, hardware returns that are received after 30 days from the original purchase date will be subject to a 10% restocking fee.** All fees associated with a hardware return are independent of each other. **Hardware returns will not be accepted after 90 days from the original purchase date.**

10. **Arbitration:** In order to insure the equitable, efficient and cost-effective resolution of any disputes, claims or controversies that may arise or stem from this purchase transaction, the parties to this transaction, hereby agree that, at the sole election of Timberlane, any and all such disputes, claims or controversies shall be resolved exclusively by binding arbitration under the following rules:
    a. Each party shall select an individual to represent their respective interests in the selection of a sole, neutral arbitrator. Those two representatives shall, within twenty (20) days after their appointment, agree on a third person who will be the sole, neutral arbitrator.
    b. Arbitration must commence within sixty (60) days after the selection of the arbitrator and a decision rendered within five (5) days after the hearing.
    c. The Arbitration shall take place in Montgomery County, Pennsylvania, and any questions regarding discovery or the admissibility of evidence at the arbitration shall be resolved by the arbitrator.
    d. The costs and expenses associated with the arbitration, including fees of the arbitrator, shall be shared equally between the parties.

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e. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

11. **Controlling Provisions:** These terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order or other writing the parties may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. Timberlane makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally.

12. **Purchase Orders:** If this quote is accepted and the customer's order form, including any ancillary documents relating to the customer's order form, are used, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by the customer shall be deemed to note customer's assent to the foregoing.

13. **Capping Your Investment:** Shutters (with the exception of radius top shutters) must have either aluminum or copper capping properly installed on the top of each shutter at the initial installation of the shutters and capping must remain in place for the entire warranty period in order for shutters to be covered under the product warranty. Capping is included with your order. Shutters installed without capping will not be covered under the manufacturer's warranty.

14. **Warranty:** By signing this document you agree to accept the conditions of the product warranty. Complete warranty information is available upon request or by visiting www.timberlane.com/resources.

CUSTOMER APPROVAL: I acknowledge that by signing, I have reviewed all Terms and Conditions outlined by Timberlane, Inc.

Customer Signature: _____

Date: _____

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