Diversified Wood Products Addendum to Sales Acknowledgement Terms & Conditions of Sale

NOTE: Customer has 24 hours from receipt of Order Acknowledgement to notify Diversified Wood Products of any error, omissions, or changes to their order. After 24 hours, the order and terms of sale are deemed to be accepted and accurate.

All sales by Diversified Wood Products ("DWP") are subject to the following terms and conditions:

- 1. DWP shall not be liable for any delay in performance or failure to perform if the delay or failure is caused by an event beyond its reasonable control.
- 2. Due to the custom nature of the orders placed with DWP, shipping dates on invoices are only approximate shipping dates. While every effort will be made to meet a customer's delivery date, delivery on a specific date cannot be guaranteed.
- 3. Some of the samples we send are not from the actual veneer flitch from which your product was or will be produced. If you need a sample from the actual flitch it must be requested in advance of your order and must be referenced in your purchase order.
- 4. DWP retains a security interest in all goods shipped to customer until payment in full has been received.
- 5. Claims for shortages or damaged goods must be made within three (3) calendar days after merchandise is received. Repack damaged goods in ORIGINAL configuration and materials and contact DWP for instructions before attempting to return such goods.
- 6. The customer shall notify DWP immediately on receipt of any nonconforming goods, whereupon HTV shall, at its option, either repair the goods, replace the goods, or give the customer a credit for the price of the goods. The customer's repair of goods without DWP's express approval constitutes acceptance of the goods as if they were conforming, and DWP is not liable for the expense of the repair.
- 7. Cutting or finishing any panels voids any future claim against the workmanship of the product. DWP will not accept any returns on cut or finished panels.
- 8. If your order is late, we will not assume shipping costs automatically. Each order is reviewed individually, and we will be fair and reasonable. Any added expense as the result of expedited shipping is the customer's (buyer's) responsibility.
- 9. After the Order Acknowledgement is accepted by customer, it cannot be cancelled or changed after the order is placed into production.
- 10. All orders are FOB Our Dock.
- 11. All returns, other than those for non-conformance to order specifications, are subject to a 35% restocking charge. Custom orders, woody edge, laminate and PSA panels are not returnable.
- 12. All returned check payments are subject to a \$50.00 fee.