

The Vintage Wood Floor Company, Inc. - Terms and Conditions
Beams, Dimensional Lumber and Barn Siding

1. All products are sold **AS IS**. The Vintage Wood Floor Company, Inc. makes no representation or warranty as to its products, express or implied including, but not limited to, warranties for implied for a particular purpose or merchantability. Products may be returned only if the products do not meet the actual specifications stated on the front of this contract. No products may be returned if the product has been installed, cut or altered in any way. All defective product(s) must be returned freight prepaid within thirty (30) days of material delivery. Any product found to be a manufacturing defect will be replaced. The Vintage Wood Floor Company, Inc. will not be liable for any labor or expense due to removal or replacement of flooring, beams or other products.
2. All products are manufactured from reclaimed/recovered wood, as such product sold with existing paint or stain may have lead-based hazards.
3. Wood is a natural product and will have color variations from board to board, as well as, imperfections including, but not limited to, cracks, knots, wormholes, nail holes, chips, splinters, color variation and mineral deposit streaks. Each plank of wood sands differently and can exhibit significant differences in color and grain pattern. The samples shown are meant to be consistent to the species and specific grade of wood purchased; actual color may vary.
4. Purchaser is aware that The Vintage Wood Floor Company, Inc. suggests a **15% - 20%** waste factor on all barn siding and dimensional lumber. In the event that the ordered quantity is not sufficient and additional lumber becomes necessary to complete a job, a **\$ 350.00 minimum and (1) – (2) weeks lead time** will be enforced. Purchaser is also aware that due to the natural characteristics of wood and the fact that any/all additional orders may be pulled from different batches, The Vintage Wood Floor Company, Inc. is **not responsible** for variation in overall characteristics.
5. Beams and/or dimensional and/or barn siding is reclaimed and will show signs of previous use, including, but not limited to, mortise holes, peg holes, bolt holes, nail holes, and metal. Unless otherwise noted above, The Vintage Wood Floor Company, Inc. makes no representations and/or warranty regarding the fumigation of the material. Antique reclaimed beams may vary from specified measurements from up to one inch in either and/or both width and height. The Vintage Wood Floor Company, Inc. is not liable for the structural integrity of any supplied materials unless otherwise noted in this contract.
6. Purchaser is aware that jobsite temperature and moisture conditions may adversely effect wood products and therefore purchaser expressly agrees that The Vintage Wood Floor Company, Inc. shall not be responsible for any expansion, shrinkage, cupping, buckling or other reaction to moisture, or dryness without regard to the size, grade, or previous condition of the material.
7. The Vintage Wood Floor Company, Inc. takes no responsibility for the installation of the products sold under this contract. Installation is the responsibility of the Customer and any contractor hired by the Customer.
8. Customer understands that any liability of The Vintage Wood Floor Company, Inc. whether in contract or tort, under any warranty or otherwise, shall not exceed the return of the amount of the purchase price paid by Customer and under no circumstances shall The Vintage Wood Floor Company, Inc. be liable for special, indirect or consequential damages.
9. This contract may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party to be bound.
10. This contract contains the entire agreement of the parties relating to the rights granted and obligations assumed in this contract. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.
11. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of California, and the Parties submit to the jurisdiction of and venue in the County of Orange in any legal proceeding necessary to interpret or enforce this contract.
12. In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees pursuant to California Civil Code section 1717 and all other litigation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

Customer Signature: _____

Date: _____