

# NAKAMOTO FORESTRY

## Terms and Conditions of Sale

### Quotations

Quotations are valid for 30 days unless noted otherwise. Shipping charges on the Quotation are estimated and may be adjusted on a final Invoice. We recommend a 10~20% waste factor depending on the project.

### Order Confirmation

A signed Proposal, a sample board of the specified product signed for approval by the customer on the label, and a minimum 50% non-refundable deposit are required to initiate an Order. We will not accept an Order unless the client has seen a physical sample, from us, with the same finish as the product ordered. Note that we attempt to replicate orders to samples approved by the customer, but since a sample is such a limited field, production parameters are different from sample making parameters, and due to variation in each piece of wood, the order will never be a perfect match. Our grading consistency is unmatched. However, each board has a different color variation and each board takes oil differently. Please review the Proposal carefully to confirm specifications and quantities. A signed millwork Proposal constitutes acceptance of our current Terms and Conditions of the sale, and acceptance of the order as it is written.

### Lead Time

Lead time estimates are provided on the Proposal and email or verbal order confirmation. These are based on our best information at the time, but may change. Lead time begins upon receipt of ALL three of the following and spans to the ready to ship date from our shop: customer deposit or full payment, countersigned Proposal, and sample signed for approval. Nakamoto Forestry North America is not responsible for finish manufacturer lead times or delivery carrier transit times.

### Change Orders & Deletions

A change order includes additions or deletions to the original order. If additions are requested and the original schedule needs to be met, a 20% premium may be charged for the additional portion, and an additional non-refundable deposit may be required if the increased volume is substantial as determined by the seller. If we have started the finishing process or purchased required materials, the customer is liable for all costs incurred. Any completed order portion will be charged at the quoted price.

### Final Payment

Final payment, including shipping charges and sales tax if applicable, is due upon completion of the order and prior to the order leaving our shop. Clients are invited to inspect their order in person prior to shipment. There is a storage fee of \$200 for orders held at our facility for more than seven days. If final payment is not received within 30 days of completion of the order, a 2% of order value per month (\$200 minimum) charge will be added to the final Invoice to cover storage and handling.

### Shipping

Orders are shipped on skids freight prepaid by a common carrier with which we have contracted rates in order to obtain a discount. All prices are F.O.B. (Incoterms exWorks) Portland Oregon unless otherwise noted. If the order must be transferred to another truck to deliver the shipment to the job site, if the delivery is re-routed after the order leaves our shop, etc., any additional charges will be billed to the customer after delivery. There is an additional fee charged by the carrier for residential delivery. We ask the carrier to call in advance to inform of the delivery window. Please note that the customer is responsible for off-loading of the order from the delivery truck, including any necessary labor and/or equipment. Lift gate service is not possible for lengths of over 8 feet, and we do not build skids compatible with manual pallet jacks. The units of lumber are crated and banded with steel strapping, and can either be offloaded by forklift or by hand. If by forklift you will need two forklifts or an A-frame (48" high sawhorse rated for 2k#) to support one side during unloading. If by hand it will take 2 people about 20 minutes per 500SF to offload, so is not normally possible for over 1kSF. If the order arrives damaged due to shipping, the Consignee must specifically note any damage on the freight bill before signing, take photos, and contact us within 72 hours by email. Do not un-bundle the order, since the freight line may return it to us. If we ordered logistics we will process the claim and replace any damaged material as soon as possible. After completion of the order we reserve the right to either ship the order to the customer or tarp and store it outside our facility until the customer wants it shipped.

### Acclimation & Installation

Although our wood is air and sun dried for maximum stability, all product must be acclimated in the location where the siding will be installed prior to installation. The acclimation time varies in different geographic locations and orientations, but two weeks minimum is generally recommended. We recommend installation and any onsite finishing by qualified professional wood siding contractors. 9/16" thickness product should be face-nailed with headed 2" minimum SS-316 stainless ring or screw-shank nails to minimize movement after installation. Installation should be screen-wall for exterior, and seasonal movement taken into consideration on clearances. Proper flashing and caulking standards should be followed. We recommend that installers wear dust masks, especially with the Suyaki products. Nakamoto Forestry North America assumes no responsibility for installation issues or problems resulting from installation of our products. This means that the customer accepts full responsibility for such issues, including lost labor, removal labor, reinstallation or touch-up labor, material losses, etc., for any reason, including, but not limited to, the following:

- Lack of familiarity with the characteristics of yakisugi ("shou sugi ban")
- Failure to properly inspect and reject material prior to installation
- Failure to properly apply colors or finishes
- Failure to follow installation and maintenance standards and manufacturer recommendations
- Failure to use a licensed and competent contractor

### Guarantee

We guarantee our products to be as listed on the Proposal and per our grade specifications. We grade to our own standards due to uniqueness of the product. Before installation, inspect the order completely. If for any reason you are not satisfied with the material, subject to the restrictions and exceptions contained herein, please contact us as soon as possible and we will do our best to remedy the

Phone +1-503-512-6780, Fax +1-503-828-3665

info@nakamotoforestry.com

Office 3010 SE 54<sup>th</sup> Avenue, Portland Oregon 97206 USA

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situation. Nakamoto Forestry North America guarantees that siding or paneling shipped prefinished has been finished according to the finish manufacturer's specific instructions.

## Warranty and Exclusions

Nakamoto Forestry North America warrants to the original purchaser, that the siding or paneling is free from major manufacturing defects in dimension, grading, and millwork, for 12 months. If any portion of the original purchaser's siding or paneling should fail with respect to the provisions of this warranty, Nakamoto Forestry North America, at its sole option, will repair, refinish, or replace said portion at no cost to the original purchaser, with the same or equivalent product. If Nakamoto Forestry North America is unable to correct the failure after a reasonable number of attempts and if requested, we will refund the purchase price for the portion of the material that failed. Claims must be filed and documentation verifying purchaser and date of purchase will be required. Nakamoto Forestry North America reserves the right to have a representative inspect the material and to have samples removed for technical analysis. Nakamoto Forestry North America's Warranty is not transferable. No installer, retailer or distributor, or employee of Nakamoto Forestry North America, has the authority to alter the obligations or limitations of any Nakamoto Forestry North America warranty.

Wood is a natural product and will continue to expand, contract, and otherwise move over time. Properly installed wood may therefore experience some dimensional movement over time, which is not covered by this warranty. Color and grain variations in wood are a natural occurrence due to species, age, or character of wood, and exposure to heat, UV light, or sunlight. For these reasons, new and/or replacement material will never exactly match samples, photos, or existing installations. Nakamoto Forestry North America is not responsible for color, grain, or finish variation of product or samples for the end user attempting to match other wood products such as millwork, fenestration, or moldings. Naturally occurring wood characteristics such as variations in grain, color, mineral streaks and knots are not considered defects, as long as they are within grading rules. Normal exposure to interior light or sunlight, or moisture, will bring about changes in shading of any wood material as it ages. These are not product defects. Damage due to water and/or moisture, including, but not limited to broken or leaking pipes, extreme weather or natural disasters, indentations, scratches, stains or damage caused by negligence, fire, water, moisture, excessive heat, excessive dryness, erosion, sand or other abrasives, animals, insects, weather conditions or natural disasters, color variations, naturally occurring wood characteristics, failure to follow all the manufacturer's written installation and/or maintenance instructions, improper maintenance, insufficient protection, misuse or improper alterations of the original manufactured product is excluded from our warranty.

No warranties apply to any products designated as seconds, off-goods, custom, or non-standard items, and any such product is sold "as is." This writing is the complete and exclusive statement of the express warranties provided herein and is in lieu of all other express and/or statutory warranties by the manufacturer, to the extent provided by the law. Nakamoto Forestry North America assumes no liability for incidental or consequential damages. However, some states do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. The sole remedy provided herein is the repair, refinish, replacement or refund of defective products.

## Governing Law

These Terms and Conditions will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

## Venue

Any action or proceeding seeking to enforce any provision of the Terms and Conditions or based on any right arising out of the Terms and Conditions must be brought against any of the parties in Multnomah County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

## Attorney Fees

If any arbitration, suit, or action is instituted to interpret or enforce the provisions of the Terms and Conditions, to rescind the Terms and Conditions, or otherwise with respect to the subject matter of the Terms and Conditions, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

## Severability

If any provision of the Terms and Conditions is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of the Terms and Conditions will not be impaired in any way.