

# Trestlewood Product Liability and Return Policy

July 10, 2012

Most Trestlewood products are manufactured from reclaimed wood or processed from new wood in a way designed to give them characteristics similar to reclaimed wood. We view this as a tremendous net advantage – you will have a hard time finding new wood which comes close to matching Trestlewood’s uniqueness, character and overall quality. At the same time, some of the very characteristics that give reclaimed wood its appeal create issues whose practical implications need to be considered. Our approach is to try to be up-front with you about the physical characteristics of our wood (as we understand them) and then let you decide how and where to use it. We also try to be up-front with you about Trestlewood, the company. To this end, we invite you to read “*About Trestlewood*” a brief summary of who we are and who we are not.

## PRODUCT LIABILITY

**With the exception of the limited protection specifically provided herein, all Trestlewood products are sold as-is, with no warranties express or implied.**

Trestlewood makes no warranties or representations relative to the fitness of its products for a particular use or in a particular location. Trestlewood further makes no representations about likely yield percentages or waste factors for your use/application. It is your responsibility to verify the suitability of Trestlewood products for your project and to determine appropriate quantities to order to account for yield/waste issues. We encourage you to physically inspect products before ordering them whenever possible.

**Product specification sheets and proposal terms are the primary vehicles used by Trestlewood to communicate information about the physical characteristics of its products.** While samples, photos and other secondary sources of product information can often help you visualize characteristics described on specification sheets and in proposal terms, they should not be relied upon to reach conclusions about product characteristics which are inconsistent with or add to information on specification sheets or in proposal terms.

You should not rely upon statements (verbal or written) made by Trestlewood employees or partners which are inconsistent with or add to information on product specification sheets, proposal terms or Trestlewood policy documents (including this *Product Liability and Return Policy*.) Such statements are not authorized by Trestlewood.

Trestlewood specification sheets and proposal terms focus on Trestlewood product characteristics, not on the practical implications of those characteristics for your application. Where specification sheets or proposal terms mention specific possible practical implications of Trestlewood product characteristics (and/or set forth possible approaches for addressing such implications,) such notes are intended to provide a “heads up” that you should carefully consider when deciding how and where to use Trestlewood products. Nothing in a Trestlewood specification sheet or proposal term should be interpreted as in any way guaranteeing or warranting the result of a specific method of (1) addressing a practical implication of a product characteristic or of (2) installing or using a Trestlewood product. Trestlewood in no way represents that its specification sheets and proposal terms capture all of the physical characteristics (or even all of the important physical characteristics) of its products, let alone all of the potential implications of those characteristics for your application.

As a service to its customers, Trestlewood will sometimes make available information originating from others (research, articles, user feedback, etc.) which might be helpful in the process of deciding how to install or use Trestlewood products. Trestlewood makes no representations or warranties relative to the accuracy of this information or its applicability to your specific situation.

Trestlewood does not represent its products to be free of metal, dirt, paint (including lead-based paint), lead, insects/bugs or other contaminants. Even when Trestlewood attempts to remove metal from and/or metal detects a

product, you are responsible for verifying that the material is fit for sawing or other processing. Paint on antique wood is often lead-based paint. Antique wood without current evidence of paint could have been painted at some point in the past and, hence, could have remnants of paint/lead. Trestlewood may, at customer's request, kiln dry the customer's material or apply borate, fumigants or other treatments in an attempt to reduce the potential for insect/bug issues. These services do not create a guarantee or warranty that the material is or will be completely insect/bug free. Unless specifically noted as being fumigated/treated, Trestlewood products are generally not fumigated or otherwise treated for insects/bugs. Trestlewood accepts no liability or responsibility for damage, injury or harm to people and/or property resulting from the processing or use of Trestlewood products.

Products with (1) chemical treatments of which you are not informed or (2) mold/fungus issues existing at the time of product shipment will be viewed as being a materially different product from that described on a relevant product specification sheet whether or not such a specification sheet actually exists (see Product Returns and Order Cancellations – item 1.) As with other nonconforming products, you must notify Trestlewood of treatment or mold/fungus issues within 10 days of product shipment. Trestlewood accepts no liability or responsibility for mold/fungus issues which arise after your receipt of Trestlewood products.

**Trestlewood responsibility for products which do not conform to applicable specification sheets (including the chemical treatment and mold/fungus special cases addressed above) is limited to the replacement of product or the refund of purchase price (see Product Returns and Order Cancellations.) Trestlewood accepts no other liability or responsibility for rejected and/or defective products.**

## **PRODUCT RETURNS AND ORDER CANCELATIONS**

In the event that you are not satisfied with a Trestlewood product or you desire to cancel an order placed with Trestlewood, the following specific rules apply in determining product return and/or order cancellation options:

- 1) If, at the time of shipment, a product is materially different from that described on a signed proposal or applicable specification sheet referenced thereby and Trestlewood is notified of the problem within 10 days of product shipment, Trestlewood will, at its option:
  - a) Replace the product that does not conform to the specification sheet or proposal term or
  - b) Refund the purchase price of the product that does not conform to the specification sheet or proposal term.

**Trestlewood accepts no liability or responsibility for rejected and/or defective products other than the above-mentioned replacement of product or refund of purchase price.**

- 2) If a product is not materially different from that described on a signed proposal or specification sheet referenced thereby and Trestlewood is notified of the customer's desire to return the product within 10 days of product shipment, or Trestlewood is notified of customer's desire to cancel all or a portion of an order that has not yet shipped, handling depends on whether the product is a custom or standard product.
  - a) Custom products: cannot be returned or canceled; in determining product return/order cancellation options, any product that is cut to specific dimensions to satisfy the requirements of an order is to be considered a custom product even if the product would otherwise qualify as a standard product.
  - b) Standard products: can be returned or canceled, subject to a 25% restocking/order cancellation fee (in the case of a product return, customer is responsible for returning the product, in good condition, to Trestlewood.)
- 3) Products cannot be returned more than 10 days after shipment.
- 4) Products that have been processed or altered in any way cannot be returned.
- 5) Products to be returned or canceled must be returned or canceled through the proper channels. Product returns/order cancellations must be handled by (and any credits/refunds issued to) the customer to whom Trestlewood sold the product. Trestlewood has no contractual relationship with or obligation to parties other than those with whom it has entered into a direct agreement by means of a signed proposal.