



2202 NORTH PACIFIC STREET  
ORANGE, CA 92865-2616  
714.998.6446 PH  
714.998.6260 FX  
PACIFICHARDWOOD.COM  
FLOORLAYERS.COM

## Terms and Conditions of Sale

**CREDIT POLICY:** Amounts not paid when due will be charged a late payment fee of one and one-half percent (1-1/2%) per month on all amounts over 30 days past due. Buyer hereby expressly and irrevocably agrees to submit to the exclusive jurisdiction of, and acknowledges that the exclusive proper venue for all actions or legal proceedings brought to enforce the terms and conditions of this document is in, the Orange County Superior Court, Orange County, California, which is where the contract for sale was entered into and will be performed; and that such court may exercise personal jurisdiction over Buyer. Buyer further agrees that Seller shall be entitled to recover reasonable attorney fees and any other expenses incurred to collect this account. Should any portion of Buyer's accounts become past due Seller has the right to declare all invoices due and payable.

**NSF POLICY:** According to California Civil Code, Chapter 522 Section 17109, any person who writes a bad check or any order for payment of money which is dishonored for lack of funds is now civilly liable and can be sued for 3 times the amount of the checks or \$100.00 whichever is greater plus the amount of the checks and court costs.

**DISCOUNT POLICY:** Discounts are allowed and calculated on lumber only.

**CLAIMS POLICY:** Buyer shall promptly inspect the products upon receipt, shall notify Pacific Hardwood Co., Inc. and/or Engineered Flooring Manufacturers LLC (PHC/EFM) in writing of any nonconformity or defect within 5 days following receipt by Buyer, and shall keep the shipment intact until inspected by our representative. No claim will be considered if goods have been cut, glued, finished, installed, marked or damaged in any manner by Buyer. If Buyer does not notify PHC/EFM, Buyer shall be conclusively presumed to have accepted the products and to have waived any claims.



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**CANCELLATION:** Orders shall not be canceled except upon mutual agreement. There will be no cancellation on products that have been milled to your specifications.

**RIGHT TO REFUSE TO MAKE DELIVERIES:** Seller may at any time decline to make any shipment or delivery, or to perform any work except upon receipt of full cash payment.

**DELAYS:** Every order accepted is subject to and the Seller is excused for any delay in performance due to riots, accidents, strikes, climactic conditions, car shortage, stoppage of labor, unavoidable casualties or any other causes interfering with, obstructing or blocking the usual routes of transportation or the production and shipment of lumber by the Seller, whether similar or dissimilar to those above mentioned, and no claim for loss or damages shall be allowed.

**INDEMNIFICATION:** Buyer will defend and hold harmless PHC/EFM from any third party claim resulting from Buyer's actions or omissions which involve product sold by PHC/EFM, including without limitation installations, labor standby time pending delivery, and damage to product and delivery.

**MATERIAL SAFETY DATA:** Information pamphlets available upon request.

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_