



NEW YORK | LOS ANGELES
 MADERASURFACES.COM
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DISCLAIMER

Natural Materials

Wood is a natural material that varies in color, grain pattern and over-all appearance and texture. There are color and pattern variations in all wood. This is characteristic of a living tree. All wood will go through natural color changes from the effects of oxidation and ultraviolet light. In some species such as American Cherry, Walnut and some exotics this color change is more pronounced. Many MADERA hardwood floors are colored by smoking (fuming) and other treatments that create color by reacting with naturally occurring compounds in the wood. Natural variations in the concentrations of those compounds from board to board may be significant and result in color variation that exceeds the variation in the untreated wood. This enhanced color variation is considered part of the appeal of this coloring technique. While's MADERA's samples and product imagery are intended to accurately represent the particular material's characteristics, color, and overall appearance, they do not show all possible variations. This is particularly true for reclaimed wood products, which can have an extreme amount of variation due to the impacts of natural elements and human activity. Please expect nail holes, cracks, checks and staining in addition to the standard variations described above. If a client is concerned about the condition of a particular product, please contact MADERA to verify its appropriate use and finish before purchase.

Acceptance and Returns

MADERA guarantees that each product meets the specifications outlined in the product description with respect to species, grade, character, dimensions, moisture content and finish. However, it is the client's responsibility to confirm that the material delivered to their job site meets these specifications before installation. Installation of the product acknowledges the client's acceptance of the material. MADERA does not accept returns of materials after they have been accepted or if they have been altered in any way or installed.

Pricing

All prices either as indicated on the MADERA website or a written quote prepared by MADERA are guaranteed and valid for 30 days. An estimate prepared by MADERA is not guaranteed and is meant to give a client an estimated cost for product and services.

Payment

All orders require a sixty percent (60%) deposit at the time an order is placed. This is because all orders are custom milled. This deposit is NON-REFUNDABLE if you decide to cancel your order for any reason. The balance of the invoice must be paid in full



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with funds that have cleared prior to delivery of the order. Rush and short-lead orders (under two (2) weeks) must be paid in full at the time the order is placed. All payments are non-refundable and extra material cannot be returned for a refund. Acceptable payment methods are Check, Bank wire transfer, ACH Bank Transfer or Credit Card. Credit card payments are subject to a 3.4% convenience fee.

Taxes

The client is responsible for payment of all taxes, city and state, unless they provide MADERA with a valid tax exemption ID.

Shipment and Risk of Loss

MADERA can arrange to have your order shipped by common carrier to a specified address. Freight charges will be included in the invoice for you to pay. Risk of loss and title transfers from MADERA to the client upon delivery of the goods to the carrier for shipment. However, we will process on your behalf any claims against the carrier if your order is damaged or lost during shipment.

Delivery Schedule and Storage Fee

MADERA will make all reasonable efforts to schedule shipment of your order on or before the date shown on your invoice (if applicable). If you postpone the shipment date by more than thirty (30) days after your order has been completed, your order will be moved to an offsite warehouse and you will be charged a storage fee of \$75 USD per 500 SF, per month. Any storage fees accrued must be paid by the client before the order is delivered. Ownership of unclaimed orders that exceed twelve (12) months will be transferred back to MADERA unless the client and MADERA agree in writing to extend the storage of the order. Delivery dates are estimates and MADERA will not be responsible for shipment delays caused by the carrier, your inability to accept the goods on the delivery date or other causes beyond our control (force majeure). Should you not accept delivery on the date agreed upon with the shipping company, you will be responsible for all applicable redelivery charges, storage fees and charges incurred for the cancelled delivery.

Site Conditions and Installation

The client is responsible for ensuring proper site and storage conditions to avoid damage to any MADERA products and for proper installation. MADERA expressly disclaims any responsibility for problems due to improper site and storage conditions or improper installation. The installation of all MADERA products must follow NFWA guidelines, including the maintenance of the correct relative humidity at the installation



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location, and clients must use a NWFA-accredited installer. In addition to the NWFA practices and guidelines, MADERA requires strict adherence to MADERA's guidelines (installation, acclimatization, protection and maintenance) as outlined in MADERA's Wood Floor Manual. The failure to comply with these requirements voids any warranties, express or implied.

MADERA WARRANTY

MADERA products come with a structural warranty, guaranteeing that all products are free from manufacturing defects in milling and lamination for the lifetime of the product, subject to the limitations set forth in the MADERA Limited Warranty. Please see MADERA's website to review the complete terms of MADERA's Limited Warranty.