

Wellborn + Wright, Limited Warranty – Wood Products

TERMS AND CONDITIONS

The following terms and conditions apply to all orders received and all services, articles, materials, goods or other products (collectively “Product”) sold or provided by Wellborn + Wright (“W+”) to the undersigned customer (the “Customer”).

PRODUCT LIABILITY

THE PRODUCT IS SOLD AS-IS, AND W+ EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE VIRGINIA UNIFORM COMMERCIAL CODE. W+ makes no representations about likely yield percentages or waste factors for use or application and it is the Customer’s responsibility to verify the suitability of the Product for the Customer’s purposes and to determine the appropriate quantities to account for yield or waste issues. If the Product is made from reclaimed lumber, the Customer acknowledges and agrees that this is a natural product and variations between provided samples and the final Product may occur. Any variation or defect is acceptable in the industry with reclaimed lumber if the Product is structurally sound. Examples of industry acceptable variations and defects include but are not limited to: mineral staining, tool marks, weathering, discoloration, rough-sawn, cracking, mixed grain patterns, and/or nail holes.

Product Specification Sheets and the Estimate Sheet (together, the “Specification Terms”) are the primary vehicles used by W+ to communicate information about the physical characteristics of the Product. While samples, photos and other secondary sources of Product information can often help the Customer see examples of characteristics described on the Specification Terms, they should not be relied upon to reach conclusions about the Product characteristics that are inconsistent with or add to information on the Specification Terms. The Specification Terms focus on W+ product characteristics, not on the practical implications of those characteristics for application. Any possible practical implications of W+ product characteristics (and/or possible approaches for addressing such implications) are intended as suggestions and not as guarantees for use. Nothing in the Specification Terms should be interpreted as a guaranty or warranty that the result of a specific method of (1) addressing a practical implication of a product characteristic, or (2) installing and/or using the Product. W+ in no way represents that the Specification Terms capture all of the physical characteristics of the Product, or all of the potential implications of those characteristics for application. As a service to the Customer, W+ may at times 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 the Product, but W+ makes no representations or warranties relative to the accuracy of this information or its applicability to the Customer’s specific situation.

The Customer acknowledges and agrees that between the parties, W+ owns all rights, including copyrights, associated with the Specification Terms, including but not limited to drawings, sketches, data, and other technical documents, samples, catalogues, leaflets, and illustrations (the “Copyrighted Material”). The Customer agrees not to reproduce, distribute, publish, or use any of the Copyrighted Material in any manner that would violate the intellectual property rights of W+.

Statements (verbal or written) made by W+ employees or representatives which are inconsistent with or add information to the Specification Terms or other W+ documents (including these Terms and Conditions) should not be relied upon, as such statements are not authorized by W+.

METAL, INSECTS, LEAD PAINT, AND CONTAMINANTS DISCLAIMER

W+ does not represent that the Product will be free of metal, dirt, paint (including lead-based paint), lead, insects/bugs, or other contaminants. W+ accepts no liability or responsibility for damage, injury or harm to people and/or property resulting from the processing or use of the Product. Since most reclaimed material is salvaged from structures dating pre-1978, the material that constitutes the Product may have come into contact with or contain lead-based paint (for more information on this, go to <http://www.epa.gov/lead>). Even when reclaimed material goes through W+'s metal detection/removal process, the Customer is responsible for verifying that the material is fit for sawing or other processing.

While W+'s process typically includes kiln drying and other industry standards to prevent insect/bug issues, these services do not create a guarantee or warranty that the Product is or will be completely insect/bug free. W+ may, at the Customer's request, apply borate, fumigants or other treatments in an attempt to reduce the potential for insect/bug issues. Unless specifically noted as being fumigated/treated, the Product is generally not fumigated or otherwise treated for insects/bugs. While kiln drying typically prevents any mold/fungus issues. W+ accepts no liability or responsibility for mold/fungus issues which arise after the receipt of the Product.

W+'s liability with respect to the Product shall in no event exceed, in the aggregate, the lesser of: (i) W+'s cost of correcting the defects in the Product or replacing the same with non-defective Product, or (ii) the purchase price for the Product. Under no circumstances shall W+ be liable for special, direct, indirect, or consequential damages.

The Customer agrees to defend, indemnify, and hold harmless W+ and its members, managers, employees, successors, and assigns, from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, in connection with any third party claim, suit, action, or proceeding arising out of or related to the Product.

PAYMENT TERMS

All orders of \$5,000.00 (USD) or less shall be paid in full upon submission of the Customer's Purchase Order. For all orders greater than \$5,000.00 (USD) but less than \$10,000.00 (USD), an initial payment of \$5,000.00 (USD) shall be paid upon the submission of the Customer's Purchase Order, with any balance due and payable on the Shipping Date as set forth on the Estimate Sheet (the "Shipping Date"). All orders of \$10,000.00 (USD) or more shall be paid as scheduled within the Estimate Sheet, and the balance shall be due and payable on the Shipping Date. Once made, all payments made are nonrefundable.

Any amount unpaid when due shall be subject to a service charge equal to one and one-half percent (1.5%) per month on the unpaid balance, and shipment will be delayed until full payment is received. Any account not paid within sixty (60) days of the Shipping Date will result in cancellation of the Customer's order and forfeiture to W+ of all payments made. The Customer shall also be liable to W+ for all costs of collection, including without limitation reasonable attorney's fees.

Prices quoted are subject to change without notice or withdrawal at any time prior to W+'s receipt of the Customer's Purchase Order initial payment. The Customer shall be responsible for all federal,

state, or local taxes applicable to the Product and W+ may add such taxes to the purchase price. All quoted lead times are not guaranteed until the initial payment is received, at which time the lead time agreed upon and outlined in the Specification Terms begins. Payment types accepted include check, wire or ACH transfers, as well as certain credit cards (with a 4% processing fee).

SHIPPING

Except as hereinafter provided, the Product will be shipped F.O.B. Destination (as specified by Customer) on the Shipping Date. If the Customer has notified W+ prior to the Shipping Date that the Customer is not ready for receipt of the Product, then W+ will deliver possession of the Product to Storage At Wellborn, LLC at 3801 Carolina Avenue, Richmond, Virginia (the "Warehouse"), on the Shipping Date and the Customer hereby agrees to the Terms and Conditions with Storage At Wellborn, LLC, a copy of which has been provided to Customer.

Delivery of the Product to the Customer's Destination or the Warehouse, as the case may be, shall constitute transfer of title and ownership of the Product to the Customer at such point of delivery, and the Product shall thereafter be at the Customer's risk.

Unless special shipping instructions are received from the Customer substantially in advance of the Shipping Date, W+ will use its reasonable judgment as to the best means of shipment and routing consistent with the nature of the Product and the delivery schedule. All costs of shipping will be paid by the Customer.

W+ will not be responsible for any delays or non-performance directly, or indirectly, caused by governmental regulations or requirements, natural disasters, acts of God, war, terrorist activities, unavailability of energy, materials, or supplies, work stoppages, slow downs, boycotts, and other causes beyond W+'s reasonable control, whether or not similar in nature to any cause specified above.

CHANGE REQUESTS

In the event that the Product as set forth on the Specification Terms needs to be altered, a change request must be submitted by the Customer and approved by W+. The approval of change requests shall be in the sole and absolute discretion of W+ and any such approval may result in additional costs to the Customer.

GOVERNING LAW AND JURISDICTION

Any legal action arising out of or related to the Product or the relationship between W+ and the Customer shall be brought exclusively in state or federal courts located in the City of Richmond, Virginia or the United States District Court for the Eastern District of Virginia, Richmond, Division, and the parties consent to the personal jurisdiction of the state and federal courts therein and waive any objection that such courts are an inconvenient forum. Any dispute between the parties shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions.

W+'s waiver of any of the terms and conditions herein shall not be construed as a waiver of any other term or condition. In the event that a court should find any of these terms and conditions to be

invalid or unenforceable, then the remaining terms and conditions shall be enforced and binding as if the invalid or unenforceable term was not contained herein. These terms and conditions shall be binding on successors and assigns of the parties.

WITNESS the following signatures, effective as of the last date of the signatures below. The parties agree that photocopies and electronically transmitted signatures constitute original signatures and that a photocopy or electronically transmitted version of these Terms and Conditions containing signatures (whether original or otherwise) is binding on the parties.