



Revient, LLC
201 Elkin Highway Unit H
North Wilkesboro NC 28659

STANDARD TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (“Agreement”) between Revient customer (referred to herein as “Buyer”) are applicable to any order placed with and accepted by Revient (referred to herein as “Supplier”):

1. SCOPE OF AGREEMENT.

Supplier, upon acceptance of a Purchase Order placed by Buyer, will supply the products and services specified in the Purchase Order to Buyer, pursuant to the terms and conditions of this Agreement and Supplier’s acceptance of such Purchase Order submitted by Buyer is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Buyer’s purchase orders, invoices, acknowledgements or other documents.

2. SUBMITTING ORDER, PRICE, AND TERMS.

- (a) Buyer agrees to make all key project players (including, but not limited to, owners, architects, engineers, contractors and installers) aware of Revient product characteristics and supplied with these Terms.
- (b) Buyer is responsible for verifying that they are ordering the correct product, in the correct quantities (including extra material for culling/cutting on site), and in the correct sizes for the project. Once the material ships, the Buyer owns the products and are totally responsible for order accuracy, product damage, and install.
- (c) Items in stock in limited quantity will generally be sold to the first Buyer who satisfies all order requirements. If Revient cannot supply any items quoted on an estimate or invoice for any reason, Buyer will be offered alternatives.
- (d) Unless otherwise expressly stated in an Estimate, all prices exclude shipping and taxes. Prices are FOB North Wilkesboro, North Carolina. NC sales tax of 7% will be added to the order unless the Buyer provides a current Streamlined Sales and Use Tax Agreement Certificate of Exemption with identification number indicating they are tax exempt.
- (e) A signed and returned Estimate constitutes a Purchase Order. With submission of a Purchase Order, Buyer must include a 50% non-refundable deposit. The remaining 50% purchase price amount in its entirety is due 30 calendar days from the date of the invoice and prior to the shipping date (whichever is sooner).
- (f) Buyer shall provide notice within five (5) business days of the occurrence of any event which materially affects Buyer’s ability to perform its obligations under this Agreement including but not limited to: (i) the material default of any supplier or sub-contractor; (ii) labor strike or dispute; or (iii) material uncured default with respect to any debt obligations of Buyer.
- (g) Buyer is solely responsible as the Re-Supplier of the material past the point of purchase from Revient.
- (h) Revient accepts cash, check, and wire transfer for payments. If Buyer should wish to use a credit or debit card, there will be a 3% transaction fee added to the bottom line.**

3. SHIPPING AND DELIVERY

(a) Unless otherwise noted, all orders will be shipped Free On Board (FOB), meaning the Supplier will load at the point of shipment, and the Buyer incurs the costs of shipping and all responsibility of the order past the Supplier's loading dock. The title to the goods will pass to the Buyer at the supplier's loading dock. The Supplier will recommend carriers upon request, but the Buyer is solely responsible for the final selection of the carrier and full payment of shipping and handling costs past the Supplier's loading dock. The Buyer is responsible for unloading the order at the point of delivery. All shipping dates are subject to confirmation by the Supplier at time of acceptance of order.

(b) Where products are quoted delivered or a shipping quote is provided, prices/shipping quote assume that (a) Revient retains the right to choose how, when and with whom the products are shipped; (b) delivery location is a commercial one and is easily accessible to an 18-wheel semi-truck with 48' trailer; and (c) Buyer will furnish any equipment/manpower necessary to safely unload products at delivery location. Revient does not collect any other states sales tax and it is the Buyer's responsibility to pay appropriate sales taxes, tariffs, duties, fees, etc for delivered orders.

(c) PLEASE NOTE: At the time an order is received, the customer MUST check for damages and/or missing items, and note that accordingly on the bill of lading. If no damages are noted on the bill of lading, Revient will not be held responsible for any damages or shortages that occur after the order crosses Revient's loading dock. If Buyer should find that the order is incorrect in any way, they must notify Revient within 2 days of receiving the order and Revient will promptly replace or correct any errors in material shipped once both parties agree on a satisfactory solution.

4. RECLAIMED PRODUCT WARRANTY.

(a) **AS-IS:** All products are sold "AS IS" and are delivered free from any security interest or other lien or encumbrance whatsoever. Revient expressly disclaims any warranty, guarantee, indemnification, liability and/or protection which is not explicitly provided in this Agreement.

(b) **VARIANCE:** Revient materials come from a variety of sources and often vary significantly from piece to piece (and even within a piece.) No two pieces are alike. Buyer should expect some variability in reclaimed wood dimensions. Dimensions are typically nominal unless otherwise noted.

(c) **DRYING & ACCLIMATION:** Unless otherwise noted, Revient material is not kiln-dried (KD). The moisture content can vary significantly depending on the time of year, weather, storage location, etc. Buyer should consider kiln drying, air drying or other method to lower moisture content prior to product installation/use where an increased likelihood of shrinkage or other stability issues would be undesirable. Appropriate time for acclimation is critical for flooring products, and solely the Buyer's responsibility.

(d) **WHAT TO EXPECT WITH RECLAIMED WOOD:** The possible presence of dirt, metal, paint (including lead-based paint), lead, salt and other minerals, mildew, mold, chemicals, oil, insects/bugs and other contaminants may occur. Buyer is responsible for verifying that the material is fit for sawing and other processing; Revient is not responsible for any damages or inconveniences caused by the use of the material sold to Buyer. It is the nature of reclaimed wood to have nail holes, mineral stains, cracks, splits, creature features, and uneven milling thicknesses and widths. The Buyer is aware that these characteristics may be present and the Supplier is not subject to be held liable for any inconveniences or additional costs this may cause the Buyer. Where lengths are specified, Revient reserves the right to send fewer and longer pieces for field cutting to lengths required.

(e) **SPECIFYING ORIGINAL PATINA:** Weathered, as-is, and original patina (i.e. not re-sawn) timbers can be mixed species (unless labeled otherwise) and can come from a variety of sources. Weathered timber characteristics (coloring, degree of weathering, original surfacing, metal, holes, checking, etc) can vary widely from piece to piece. Weathered/as-is/original patina timber measurements should be considered targets for which Buyer would like Revient to aim. Revient reserves the right to (a) vary up to 1" from listed height and/or width and (b) send and charge for full lengths of timbers in stock. Some timbers will likely be cut from larger timbers, giving them one or more fresh-sawn faces. If Revient needs to vary more than 1" in height/width in order to fill Buyer's list, it will approach Buyer with proposed substitutions. Buyer will be invoiced based on the dimensions of the actual pieces supplied.

(f) In accordance with **State of California Proposition 65**, Revient hereby provides the following warnings about wood dust and wood products (Buyer agree to pass these warnings on to its customers and all key project players):

WARNING: Drilling, sawing, sanding or machining wood products generates wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection.

WARNING: Reclaimed and other wood products may contain substances known to the State of California to cause cancer, birth defects, and/or reproductive harm.

5. LEAD TIMES

Lead times are dependent on products ordered; the Buyer must let the Supplier know of any special needs at the time the order is placed. The lead time expressed to the Buyer is Revient's best estimate (as of the date of the estimate). Buyer understands that several factors including but not limited to kiln schedules, machine maintenance, holidays, material sourcing, and other factors may impact the actual production schedule.

6. LIMITATION OF LIABILITY.

(a) In no event shall either party be liable hereunder for incidental, special, indirect, consequential, or punitive damages even if advised in advance of the possibility for such damages and vendor's total liability for damages under this Agreement and the Order shall be limited to the total fees due hereunder for the Invoice upon which a claim is based.

(b) Other than the warranties set forth in this section, Supplier makes no warranty of any kind, expressed or implied or otherwise whatsoever, that the services performed or any items supplied will be merchantable or fit for any particular purpose or use.

7. INDEMNIFICATION.

The Buyer, shall indemnify, defend and hold harmless the indemnified party, as The Buyer, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on The Suppliers (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Order or this Agreement. Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct.

8. GOVERNING LAW.

The Order and this Agreement shall be governed by the laws of the State of North Carolina, without reference to conflicts of law principles. Any legal suit, action or proceeding arising out of or relating to the Order or these this Agreement shall be commenced in a court in North Carolina.

9. FORCE MAJEURE.

Neither party shall be liable for any failure to perform or delay in performance of this Agreement to the extent that any such failure arises from acts of weather, war, civil insurrection or disruption, riots, government act or regulation, strikes, lockouts, labor disruption, cyber or hostile network attacks, inability to secure transport, or any cause beyond such party's commercially reasonable control.

10. ENTIRE AGREEMENT.

The Order, this Agreement and the operative provisions of any quotation issued by Supplier and any purchase order issued by Buyer, sets forth the entire agreement and understanding among the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of every and any nature among them. No proposal, purchase order, order confirmation, acceptance, or any other document provided by either Party to the other, nor any electronic click-wrap, terms of use or similar online consent or acceptance language accompanying or set forth as a prerequisite to any electronic interface or utility associated with any Work, shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be ineffective.