



TerraMai - Reclaimed Woods From Around The World
 8400 Agate Road
 White City, OR 97503

people: 800.220.9062 / 541.973.2301
 fax: 541.973.2308
TerraMai.com

Date	Bid #	Job Name	Account Manager
25-July-2013	5613	Buzz Saw - F - Teak	Matt Nichols
Bill To Address		Ship To Address	
Buzz Saw Inc. Woody Miller 222 Oak Street Redwood City, CA 22222 phone: (222) 222-2222 email: woody@buzzsaw.com		Buzz Saw Inc. Woody Miller 222 Oak Street Redwood City, CA 94061 phone: (222) 222-2222 email: woody@buzzsaw.com	
Needs Lift Gate: No	Residential Delivery: No		Notify On Arrival: No

Materials Bid			
Product Description	Quantity	Price Per Unit	Extended Price
TerraMai Flooring - Teak - FJ - 5-1/2" (FTKU-6FJ-NA-XB) TerraMai Reclaimed Teak Flooring. Asian teak reclaimed from vintage structures in Southeast Asia. Milled to the following net dimensions: 5/8" (15.9mm) thick x 5-1/2" (140 mm) face width x 6' (182.8 cm) solid and finger-jointed lengths (up to 3 pieces per 6' length). Material scaled to net dimensions, square edge tongue and groove profile, pre-filled, back-relieved, end-matched, unfinished. Holes pre-filled with teak and/or teak sanding dust mixed with glue. 22 sf per box. FSC-certified 'recycled' - Cert# SCS-COC-001014.	1,012.00 (Sq ft)	\$22.00	\$22,264.00

TerraMai products will contain evidence of prior use and character, which can include fastener holes, oxide stains, insect bore holes, brine or wine staining, loose or missing knots and seasoning checks. Products sold with "as-is" faces may contain nail and other metal fasteners, various residue, insect or fungal infestations, weathering, wane, and inconsistent dimensions.

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. California Health and Safety Code Section 25249.6

Notes:	Sub-Total	\$22,264.00
	Sales Tax	\$1,614.14
	Shipping, Handling & Insurance	\$687.18
	Total	\$24,565.32
	Deposit	\$12,282.66
	Balance Due	\$12,282.66

In signing this Materials Bid, Purchaser agrees to purchase material as specified above and at the prices quoted herein, subject to TerraMai's Sales Agreement (version April 2013) and TerraMai's Storage & Insurance Agreement (version April 2013), both of which are found below. Once TerraMai receives the signed Materials Bid and Deposit, Purchaser understands that a legally binding agreement exists between Purchaser and TerraMai. This quotation is valid for 30 days from date of bid. Materials are subject to availability and prior sale.

Customer Signature:	Date:
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Payment Instructions

In order to begin work on your order, please remit: \$12,282.66

Please indicate your payment information by checking the appropriate box below.

<input type="checkbox"/>	I will send a check (please make check payable to 'TerraMai'. For fastest service, please scan the check and email to your TerraMai Account Manager.
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<input type="checkbox"/>	<p>I will send a wire transfer:</p> <p>New Resource Bank 405 Howard St #110, San Francisco, CA 94105 ABA/Routing#: 121044369, phone (415) 995-8100</p> <p>Beneficiary: TerraMai 8400 Agate Road White City, OR 97503 Beneficiary Account: 200-258-2, phone: (541) 973-2301</p>	<p>Wire Instructions Requiring a SWIFT Code:</p> <p>Beneficiary Bank Wells Fargo, CA Swift Code: WFBIUS6S</p> <p>Beneficiary: New Resource Bank 405 Howard St. Suite 110 San Francisco, CA 94105 Account Number: 4121305221 TerraMai - Account Number 200-258-2</p>
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<input type="checkbox"/>	<p>Please charge the following VISA or MasterCard for the amount noted above. (Due to the cost of credit card processing fees, we are not able to accept credit cards on orders of \$10,000 or more).</p> <p>Card Number: _____</p> <p>Expiration Date: _____</p> <p>Name on Credit Card: _____</p> <p>Billing Address for Card: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Cardholder's signature: _____</p>
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<input type="checkbox"/>	<p>Please call me for my payment information:</p> <p>Name and phone information: _____</p>
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Note on final payment

Any final payments are due five business days prior to shipment (10 days prior to shipment if shipment is international).



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Sales Agreement

This Sales Agreement sets forth the terms and conditions under which TerraMai materials are purchased. Please speak with your TerraMai Account Manager if you have any questions regarding this contract.

Material Specifications and Take-Offs

TerraMai wants material orders to be exactly correct as per Purchaser's requirements. Therefore, please be sure to verify all material specifications and take-offs including dimensions, grade, quantity, etc. TerraMai does not take responsibility for the accuracy of this quotation in regards to Purchaser's specifications, grade, quantities, etc.

Imperial (English) and Metric Measurements

TerraMai materials are milled either to imperial (English) dimensions or to metric dimensions. Materials milled to metric dimensions are typically quoted on our Materials Bid in both imperial (English) and metric with metric being the overriding dimension.

Material Variability and Samples

Reclaimed wood is a natural substance. Unlike many industrially manufactured goods, TerraMai materials typically show unique intrinsic character which adds to the beauty of our woods. This character may include, amongst other things, a variety of colors, knots, texture, grain patterns, surface checking, oxide staining, as well as holes from insects, nails and bolts.

TerraMai's samples will be substantially similar to the materials Purchaser receives. However, due to the nature of wood in general and reclaimed wood in particular, samples typically can NOT contain all the variations that will be present in the final material. If Purchaser has any questions about this, please consult with your TerraMai Account Manager prior to placing an order.

Lead Times and Expedite Fees

An order is considered placed with TerraMai once both the signed Materials Bid and Deposit are received.

Any lead times indicated on the Materials Bid are thoughtful estimates but need to be further confirmed to Purchaser as follows:

- Typically within 48 hours of order placement, TerraMai will email Purchaser an Order Acknowledgement confirming the order
- As soon as possible thereafter, TerraMai will email Purchaser an approximate date of shipment.

TerraMai will make all reasonable efforts to perform according to these dates but these delivery dates are estimates only. TerraMai will not be held liable for failure to deliver as estimated.

If Purchaser requires TerraMai material sooner than the estimated delivery date, please contact your TerraMai Account Manager to see whether the order can be expedited. Expedite fees typically range from 15-30%.

Shipping, Handling & Insurance

TerraMai ships materials FOB one or more of our plants/warehouses. The material is considered "shipped" and ownership passes from TerraMai to Purchaser when the materials are:

- Released to a Common Carrier, or
- Picked up by Purchaser or Purchaser's agent directly from one of our plants/warehouses, or
- Shipped to TerraMai's "Ship to Storage" (see separate Storage and Insurance Agreement below).

Unless noted otherwise, this Materials Bid provides Purchaser a fixed fee to cover all shipping, handling and insurance costs. Your shipment is insured by TerraMai for the full value. In the event there is any shipping damage, please immediately send full details and pictures to us by email (CustomerService@TerraMai.com) so that we can rectify the situation as quickly as possible.

In the case of international shipments Shipping, Handling & Insurance fees do NOT cover any import or custom duties levied upon Purchaser's import of these materials unless otherwise noted in the Bid.

Please note that if the Ship To address on your signed Materials Bid is incorrect and the material needs to be delivered to a different address, additional charges will apply.

Partial Shipments

Although TerraMai ships most orders as a single shipment, on occasion TerraMai makes partial shipments. In such cases, each partial shipment is considered a shipment in its own right (for purposes of payment needed five business days – ten in the case of international shipments - prior to shipping, seven day material acceptance period, etc.). In the event partial shipments are made for the Purchaser's convenience (and were not anticipated in the Materials Bid), additional Shipping, Handling & Insurance fees will apply.

Packaging

Packaging methodology is dependent on the type and quantity of materials as well as the shipping method. Here are a few guidelines

- Shipments originating in the United States typically require a forklift for unloading.
- Direct international shipments by container to you typically are NOT palletized (so as to conserve shipping and other costs) and therefore usually require hand unloading.

Material Acceptance

Please thoroughly inspect the material immediately upon its arrival. From the date the material arrives, Purchaser has seven days to inform TerraMai of any discrepancy between the specifications of the material received and the specifications as shown on the Materials Bid. In the event Purchaser feels the material does not conform to specifications:

- Purchaser must, within this seven day inspection period, notify TerraMai by email (please send to CustomerService@TerraMai.com) of any discrepancy.

1. Please clearly explain in what way(s) the material does not conform to the specifications

2. Please include pictures illustrating the problem

3. Please refrain from installing, finishing, or in any way whatsoever altering the material as TerraMai cannot accept any returns once the material has been altered

- TerraMai Customer Service will promptly contact you in order to resolve the issue.

- If TerraMai finds that the material shipped does not match the Materials Bid, TerraMai may at its option:

1. Replace or remill the non-conforming material (Purchaser will be asked to return the non-conforming material to TerraMai with shipping paid by TerraMai), or

2. Credit Purchaser for the non-conforming material once received back at TerraMai in a condition deemed acceptable to TerraMai (Purchaser will be asked to return the non-conforming material to TerraMai with shipping paid by TerraMai).

- Note that TerraMai is not able to accept return of material that conforms to the specifications of the Materials Bid.



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Payment Terms

Payment terms are as follows

- Orders of less than \$10,000 (aggregate of Materials, Taxes, and Shipping, Handling & Insurance) are payable 100% at the time of order. These orders are payable by check, wire transfer or by credit card.
- Orders of \$10,000 or more are payable by check or wire transfer (due to the cost of credit card processing fees – typically 4% of the charged amount, we are not able to accept credit cards on orders of \$10,000 or more)
 - Orders expected to ship within two weeks are payable 100% at the time of order.
 - Orders NOT shipping within two weeks are payable 50% at the time of order with the balance due five business days prior to shipment (ten business days prior to shipment if shipment is international).

TerraMai charges California and New York customers (without a resale certificate) the state mandated rate of 7.25% California sales tax and 8.88% New York sales tax. California and New York customers are responsible for any additional local/regional sales tax, if applicable. Additionally, shipments to Hawaii and Canada are subject to certain mandated sales taxes and/or import taxes.

Installation of Material

TerraMai cannot and does not take any responsibility for installation issues or problems resulting from installation of any TerraMai materials. This means that Purchaser accepts full responsibility for such issues which can include, amongst other issues, lost labor, removal labor, reinstallation labor and/or cost of wasted materials for any and all reasons including, but not limited to the following:

- Failure to properly inspect and reject material prior to installation.
- In the case of flooring, failure to follow National Wood Flooring Association installation (NWFA), and maintenance guidelines for hardwood floors and/or failure to use a licensed hardwood floor installer.
- In the case of non-flooring applications, failure to follow professional best practice installation standards.

Modifications

In the event a dispute regarding this sale arises between you and TerraMai, the dispute shall be settled using licensed arbitration within Siskiyou County, CA. Costs and expenses of the arbitration shall be born equally by you and by TerraMai.

Resolution of Disputes

If a dispute arises regarding any sale between Purchaser and TerraMai, the dispute shall be settled using licensed arbitration within Jackson County, OR. Costs and expenses of any such arbitration shall be born equally by Purchaser and by TerraMai.



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STORAGE & INSURANCE AGREEMENT

As a service to you, TerraMai will store and insure your TerraMai materials for up to 12 months under the following terms and conditions:

Storage and Identification

Your TerraMai materials will be stored directly on TerraMai's premises or in a similarly controlled storage space as determined by TerraMai. Your materials will be clearly marked with identifying information.

Ownership

TerraMai will take all reasonable precautions to keep Purchaser's materials safe from loss or damage. Purchaser's materials will be insured for the full purchase price paid for the materials, but such insurance is not to be construed as TerraMai retaining any ownership over said materials.

Insurance and Safe Keeping

Your materials will be insured for the full purchase price that you paid for the materials for all risks of loss or damage.

Liability

In the event of loss or damage, TerraMai will not be liable for any loss of profit, special, indirect, consequential, or other damages whatsoever.

Release of Materials

Upon proper authorization, Purchaser's materials will be released for shipment, provided that Purchaser has paid in full any remaining charges on Purchaser's account, including storage fees and all Shipping, Handling & Insurance fees.

Billing

TerraMai requests that Purchaser provide a valid credit card in order to process any storage and insurance fees remaining on Purchaser's account. If you prefer to pay these charges by check or wire transfer, please let TerraMai know ahead of time.

Storage and Insurance Fees

- Materials worth less than \$25,000; \$150 per month or portion thereof
- Materials worth \$25,000 to \$50,000; \$250 per month or portion thereof
- Materials worth more than \$50,000; one-half of 1% of the purchase price per month or portion thereof (e.g. \$250,000 worth of materials incurs storage charges of \$1,250 per month)
- Minimum charge is for three months and will be charged when materials are first shipped to storage. Subsequent months will be automatically billed to Purchaser's credit card on file at the beginning of each month.

Abandonment

If Purchaser's materials remain in storage for more than 12 months, TerraMai will make every effort to establish contact to arrange shipment or to extend this Storage and Insurance Agreement. If, after good-faith efforts to contact Purchaser, we are unsuccessful and provided that it has been at least 15 months since TerraMai shipped said materials to storage, TerraMai reserves the right to dispose of Purchaser's materials without any remuneration to you.