



**RECLAIMED WOODS  
FROM AROUND THE WORLD**

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
7-March-2017	18764	Buzz Saw Inc - F - Mission Oak	Jenny Garcia

Bill To Address	Ship To Address
Buzz Saw Inc Woody Miller 222 Walnut Way Redwood, CA 22222 United States phone: (222) 222-2222 email: wood@buzzsaw.com	Buzz Saw Inc Woody Miller 222 Walnut Way Redwood, CA 22222 United States phone: (222) 222-2222 email: woody@buzzsaw.com
Needs Lift Gate: Yes	Residential Delivery: No
	Notify On Arrival: No

**Materials Bid**

Product Description	Quantity	Price Per Unit	Extended Price
<p><b>#1 - TerraMai Mission White Oak Engineered Prefinished Flooring/Paneling.</b></p> <p>Wear layer made of FSC-certified reclaimed oak from industrial shipping in the eastern U.S. Wear layer 1/8" (3 mm) thick over an FSC-certified wood substrate.</p> <p>Milled to the following net dimensions: 1/2" (12.7 mm) total thickness x 4-1/2" (114 mm) face width x 1' (30.5 cm) to 7' (213.4 cm) random lengths (with overall average of 3' long).</p> <p>Material scaled to net dimensions. Three-ply, single-strip construction. Tongue &amp; groove profile with micro-bevel. End-matched.</p> <p>Prefinished with a UV-cured acrylic polyurethane.</p> <p>Character may include occasional prefilled nail and other holes, prefilled surface checking, sound tight knots and other signs of prior history and use. Prefilled with black epoxy.</p> <p>FSC Mix 100% - SCS-COC-001014.</p>	1,669.50 (Sq ft)	\$17.75	\$29,633.63

<b>#2 - Contractor Discount</b> Trade discount for 500 or more square feet of material.	1,669.50 (Sq ft)	(\$1.80)	(\$3,005.10)
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Customer Notes:  Production Lead Time: 0	<b>Sub-Total</b>	\$26,628.53
	Sales Tax	\$1,997.14
	Shipping, Handling & Insurance	\$0.00
	<b>Total</b>	<b>\$28,625.67</b>
	Deposit	\$28,625.67
	<b>Future Balance Due</b>	<b>\$0.00</b>

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 October 2014) and TerraMai's Storage & Insurance Agreement (version April 2013), both of which are found below. Once TerraMai considers the order placed (usually upon receipt of 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: \$28,625.67

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 overnight the check to the following address and email the tracking number to your TerraMai Account Manager.  TerraMai Attn: Finance 8400 Agate Road White City, OR 97503
<input type="checkbox"/>	I will send a wire transfer: Specified Bank Bank Street City, State Zip ABA # XXXXXXXX  International: SWIFT BIC# XXXXXXXX  Beneficiary: TerraMai 8400 Agate Road White City, OR 97503 Beneficiary Account: XXXXXXXX
<input type="checkbox"/>	Please call me for my payment information:  Name and phone information: _____

### 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 - October 2014

*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 CANNOT 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 your order.

### Order Placement, Lead Times and Expedite Fees

An order is considered placed with TerraMai once both the signed Materials Bid and Deposit are received by TerraMai. Additionally, TerraMai may choose to consider the order placed upon receipt of ONE or more of the following:

- Signed Materials Bid
- Purchaser's Purchase Order
- Deposit

The Materials Bid then in effect will be the controlling document for any order placed with TerraMai, regardless of whether or not a signed Materials Bid has been received by TerraMai. Please note that once an order is placed, it is not cancellable by Purchaser. However, due to the nature of reclaimed wood (limited material supply, etc.) amongst other things, TerraMai may elect not to accept an order or to cancel an already placed order.

Any lead times indicated on the Materials Bid are thoughtful estimates of the time it will take TerraMai to prepare your order prior to shipment, but needs 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 or declining to accept 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 ship 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 ship date, please contact your TerraMai Account Manager to see whether the order can be expedited. Expedite fees typically range from 15-30%.

### 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). If final payment is received by TerraMai less than five days prior to the scheduled ship date, the shipment will likely be delayed.
- In the event (i) Purchaser decides that it no longer wishes to receive the materials it ordered and provides TerraMai with notice of such prior to tendering final payment, or (ii) final payment is not received by TerraMai within 30 days of its scheduled due date, Purchaser shall be responsible for and pay TerraMai 80% of the aggregate of Materials, Taxes, and Shipping, Handling and Insurance (the "Materials Bid Amount") as liquidated damages. The parties agree that quantifying losses arising from Purchaser's decision or delay under this paragraph is inherently difficult insofar as such may impact TerraMai's ability to resell the materials or require it to store the materials for an extended period of time, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon TerraMai's experience in the reclaimed wood industry and given the nature of the losses that may result from such a decision or delay. Purchaser understands and agrees that its decision or delay under this paragraph will allow TerraMai to retain the deposit held by it, demand and collect any further amounts needed to realize 80% of the Materials Bid Amount, and dispose of the materials Purchaser ordered as it sees fit without remuneration to the Purchaser. Purchaser also understands and agrees that collection of liquidated damages is not subject to the 'Resolution of Disputes' paragraph contained herein.
- The foregoing liquidated damages paragraph shall only apply in those situations where 100% of the Materials Bid Amount has not already been received by TerraMai.

TerraMai charges certain customers (without a resale certificate) mandated tax rates as follows;

- California – 7.50%
- Hawaii – 4.712% (0.5% with a resale certificate)
- New York – 8.875%
- Canada – 13.00%

Please note that any additional taxes including local/regional taxes are the responsibility of the Purchaser.



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### 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, first note the exception on the Delivery Receipt and do NOT sign for it as "Clear". Unless the exception is noted, TerraMai has no recourse to the shipper and any damage will be the responsibility of the Purchaser. Afterwards and within 48 hours, please send full details and pictures to TerraMai by email (CustomerService@TerraMai.com) so that we can address 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 be billed to the Purchaser and a delay in Purchaser's receipt of the material will almost certainly result.

### 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 and will be billed to the Purchaser.

### 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.

### 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.

### Add-Ons

In the event Purchaser, having already received material from TerraMai, finds that the quantity is not sufficient to complete the installation:

- Such shortfall is the Purchaser's responsibility and not TerraMai's
- In the event Purchaser wishes to purchase additional "Add-On" material from TerraMai to complete the installation, please know that TerraMai CANNOT assure Purchaser that Add-On material will blend in or look identical to the original material. Additionally, because of the need for extra set-up and other expenses on what may well be a small amount of Add-On material, the price per unit of the Add-On material may well be significantly higher than the original price. Additionally, standard lead-times will typically apply.

For the above and other reasons, Purchaser is urged to initially order sufficient material – with a good allowance for waste - to avoid the need for Add-On material.

### Modifications

Please note that no one other than the CEO of TerraMai is authorized to modify or amend this Materials Bid or make additional oral or written agreements or promises.

### 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. The cost of the arbitrator shall be born equally by Purchaser and by TerraMai, but any other costs or expenses associated with arbitration shall be the sole responsibility of the individual or entity incurring the cost or expense.



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## Storage & Insurance Agreement - April 2013

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

At the time Purchaser's materials are placed in storage, ownership passes to Purchaser and the materials become Purchaser's sole property.

### Insurance and Safe Keeping

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.

### 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 Purchaser.