



[www.YankinsReclaimedWood.com](http://www.YankinsReclaimedWood.com)

Info@YankinsReclaimedWood.com

P.O. Box 387, Truckee, CA 96160

(530) 587-3700 office

(530) 582-7401 fax

## Doing Business with Us

*All orders for products purchased from Yankin's Reclaimed Materials (YRM) are subject to the following terms and conditions:*

### Salvaged Wood Products

Reclaimed and salvaged wood are natural materials and can contain inherent aged characteristics including but not limited to the following: checking, natural color variation, nail holes, mortise holes, mineral staining, wane, tapering, etc. Dimensions of reclaimed wood may not be as exact as in newly milled lumber and may have natural variances of up to an inch in any dimension.

### Lead Time

Lead times are normally 30-60 days, and are quoted based on our best information at the time of our quote. Actual lead-time begins upon receipt of your deposit AND signed Quote/Order Form.

### Price Quotes

Price quotes are valid for 30 days unless otherwise noted in writing by YRM and are subject to change without prior notice.

### Quote/Order Form

Please carefully examine the description and the quantity of the products ordered before signing the Quote/Order Form. A deposit of 50% of the total order amount is required to place an order. Once your deposit is received and the form is signed and accepted by YRM, this Quote/Order Form is final, which means your order will be sawn and finished in accordance with the information provided on this Quote/Order Form.

### Payment Methods

Final payment is due in full before shipment and may be made by personal check, company check or cashier's check. Please allow up to 5 days prior to shipment for your personal or company check to clear our bank.

### Shipping and Delivery

Please let us know in advance if you have any special needs or preferences on how you would like the order shipped or delivered. We will contact you before the completion of your order to arrange shipment, delivery, and your final payment. We will package your order according to its contents, method of freight, and distance of travel. All shipments are FOB Zip code 96129 in Northern California. Customer will pay all shipping charges and any additional charges for special packaging requested. Customer is responsible for unloading the order upon delivery and we recommend that you arrange to have plenty of assistance and equipment available to unload and move the order at the time of the delivery. Please consider the accessibility of your street or driveway as orders are typically shipped on full-size semi trucks.

### Transfer of Title – Risk of Loss – Insurance

The delivery of your order to the freight carrier constitutes a transfer to Customer of title, ownership, and possession of the products ordered. The risk of loss for the products will pass to Customer upon delivery of the order to the freight carrier. You can purchase shipping insurance directly from the freight carrier, and at your request we will obtain a quote for you. We arrange shipping for your products with a commercial freight carrier as a courtesy, unless you wish to make your own shipping arrangements. Customer is responsible for contacting a freight forwarder and preparing all documentation for International shipment.

### Delivery Time

The delivery time stated above is an estimate and is not guaranteed. Shipping is subject to unavoidable delays caused by material shortages, strikes, accidents, or other causes beyond our control. Most products will ship within two business days upon completion of an order AND receipt of final payment of the total amount due.

Orders held at YRM beyond 30 days after the estimated shipment date will incur a storage fee 1% per month of the total invoice value.



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### **Damage**

If an order arrives damaged during shipping, Customer should note the damage on the freight bill before signing the bill of lading and contact the carrier and place a damage claim immediately.

### **Cancellation/Late Payment**

If your order is canceled before shipment, your deposit will not be refunded. If your order is canceled after the order is shipped, you are responsible for 100% of the total amount due. Any order that has not been paid in full as of the date the order is ready to be shipped is subject to a service charge of 1 ½% interest per month on the unpaid balance, and shipment will be delayed until full payment is received. Any order not paid within 60 days of the initial shipment date will be canceled.

### **Return of Defective Products Only**

Products that are not defective may not be returned. If you notify YRM that you received a defective product within 15 days after your order was delivered to you, we will replace the defective product at no charge. We may request that you email digital photographs of the defective products. We will not replace any products or refund any deposit if we are not notified of a defective product within 15 days after your order is delivered. Customer will pay for the cost of returning the product to YRM and YRM will cover the shipping costs of any replacement products. You will not receive a replacement product or refund for any product that has been installed, cut, or altered in any way. YRM may, at its sole option, choose to refund the purchase price instead of replacing the defective material.

### **Disclaimer of Warranties**

YRM warrants only that the products sold to Customer are as described on our signed Quote/Order Form - no other express or implied warranty is made concerning the products. The products sold under this Quote/Order Form are purchased by Customer "as is" and YRM makes no warranties or representations relative to the fitness of its products for a particular use or in a particular location. YRM further makes no representations about likely yield percentages or waste factors for your use/application. It is the Customer's responsibility to verify the suitability of YRM products for your project and to determine appropriate quantities to order to account for yield/waste issues. YRM does not represent its products to be free of metal, dirt, other contaminants or insect habitation. Even when YRM removes metal from and/or uses a metal detector on an item, Customer is responsible for verifying that the material is fit for further processing or installation. YRM accepts no liability or responsibility for damage, injury or harm to people and/or property resulting from the processing or use of YRM products. We encourage you to physically inspect products before ordering them whenever possible.

### **Limitation of Liability and Action**

Customer understands and agrees that YRM's liability will not exceed the total purchase price paid by Customer. YRM will not be liable under any circumstances for special, direct, indirect, or consequential damages. No action concerning our products may be brought more than one year after the products are delivered to Customer.

### **General**

The laws of the State of California shall govern the terms of this Quote/Order Form, and any action concerning the purchase of YRM products shall be brought in Placer County, California. YRM waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other term or condition. The terms and conditions of this document constitute the entire agreement between YRM and Customer, and such terms and conditions shall not be modified or amended except in writing executed by both parties. These terms and conditions replace and supersede all prior written and oral agreements or statements by and between the parties.