

*Austin Joinery*TM

Purchase and Warranty Information

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Contents

The Custom Order Process	1
Austin Joinery Product Warranty	2
Use & care	2
Warranty Durations, Terms and Exclusions	3
Interior Use Furniture Warranty Durations, Terms and Exclusions	3
Exterior Use Furniture Warranty Durations, Terms and Exclusions	4
Doors.....	4
We are not liable for:.....	4
Warrantied door warp for:	6
Repairs, modifications, refinishing, touch ups to furniture, freestanding or built-in, pre-existing construction Warranty Durations, Terms and Exclusions.....	6
Mechanical Components (drawer slides, hinges, locks, etc.) Warranty Durations, Terms and Exclusions.....	6
Shipping Methods, Fees and Policies	7
Installation of Built-In Furniture	7
Client Requirements	7
Normal Install Marks.....	8
Damage	9
What we do not do.....	9
Payments.....	9
Samples	9
Tolerances.....	10
Hardware.....	10
Purchase and Payment Information.....	10

The Custom Order Process

- Contact us with an idea, vague or specific.
- We'll discuss the project.
- Austin Joinery will give you a FREE quote and concept drawing of your custom design.
- A Sales Order is signed.
- A deposit will be charged to your method of payment.
- We design your idea in one of our CAD programs.
- You approve the design.
- Our craftsman will start to work on your vision. We'll update you through the process.
- When applicable, you will receive finish samples during the construction phase of your project.
- When your project is built our craftsman applies the finish you selected to your project.

- The remaining balances owed are paid when Austin Joinery completes building your idea.
- Your purchase is ready for pick-up, delivery, install or shipment.

Austin Joinery Product Warranty

Use & care

Austin Joinery LLC d/b/a Austin Joinery furniture can provide years of satisfactory service provided that the following care is taken.

Regularly inspect the furniture for loose or broken parts. Pay particular attention to load bearing components and attachment points; for example, chair legs and table leg attachment points. Any noted instability must be repaired prior to further use.

Follow the Use & Care directions posted at www.AustinJoinery.com as well as amplifying comments written on your Invoice.

Keep all hardware secure. Furniture hardware will naturally loosen with use. Use caution when moving or working around furniture. Latent damage may occur if: chair or table legs are bumped during vacuuming or other activities; furniture is dropped during moving or storage. Failure to follow these recommendations may lead to personal injury and or damage to the furniture. Austin Joinery is not responsible for injuries caused by improper maintenance or use of furniture.

THE WARRANTY Austin Joinery Sales Order provides you, the original purchaser, with the limited warranties on the Austin Joinery product described herein. These warranties apply to the original purchases and apply only under conditions of normal use, and subject to certain limitations and exclusions.

WARRANTY LIMITATIONS AND EXCLUSIONS Because of the craftsmanship and/or the use of natural materials in Austin Joinery products, minor variations will occur from piece to piece. These warranties do not cover such minor variations or differences between samples and your item(s). Austin Joinery warranties do not cover products sold "as is," or purchased from a secondary source; for example, work built by another vendor that has been brought to Austin Joinery for repair or refinishing. Modifications of any type not made under contract by Austin Joinery void this Warranty.

THE REMEDIES PROVIDED IN THIS BROCHURE ARE EXCLUSIVE AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ARE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS AND LIABILITIES, WHETHER IN CONTRACT OR IN TORT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED HEREIN. IN NO EVENT SHALL AUSTIN JOINERY BE LIABLE FOR SPECIAL OR CONSEQUENTIAL OR OTHER DAMAGES.

The parties acknowledge that the foregoing is not unconscionable under the standards of the Texas Business and Commerce Codes or Uniform Commercial Code (U.C.C.) and are consistent with the standard terms and conditions of sale between the parties. This warranty is valid only in the contiguous United States products purchased on or after 9/1/2018.

Warranty type is based on intended use as specified herein in this warranty statement.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow the exclusions and limitations on incidental and consequential damages or the limitations on implied warranties, so the described limitations may not apply to you. However, proper care and use are essential for preserving your rights under this warranty. For complete use and care

instructions, please refer to the Care and Cleaning section of the Austin Joinery website or, contact Austin Joinery for Care and Cleaning information you are unable to find on the website.

WARRANTY SERVICE If you have an issue with your Austin Joinery product that you feel is covered by this warranty, contact Austin Joinery immediately. Austin Joinery shall not be responsible for injury or additional damage resulting from delayed warranty claims or continued use of the furniture after a warranty claim is made but repairs have not been completed by Austin Joinery. Austin Joinery may decline to cover delayed warranty claims or continued use after a warranty claim that results in additional damage to the furniture. The sole remedy provided by Austin Joinery under this warranty will be to repair or replace the defective part or product or to issue a refund. Austin Joinery reserves the sole right to decide the appropriate remedy. If we decide to replace the defective part or product, only the defective part or product will be replaced. If we decide to replace a product we no longer sell, we will replace it with a comparable product. Refunds, if any, will be adjusted for the product's use and age. If your product is repaired or replaced, the limited warranty will not be renewed or extended. Should you have any questions or concerns, please contact Austin Joinery at: sales@austinjoinery.com (512) 990-9993

GENERAL WARRANTY COVERAGE Products produced by Austin Joinery are warranted to be free from material defects in workmanship, materials, and construction from date of delivery, as written on your delivery Invoice, for the terms listed below in the Warranty Durations, Terms and Exclusions section.

GENERAL EXCLUSIONS: Our products are not warranted against normal wear and tear, damage resulting from improper use, accidents, abuse, neglect, improper storage, or damage or appearance changes resulting from improper care or storage. For complete information regarding use and care, please refer to the Austin Joinery Care and Cleaning available on the Austin Joinery website or contact Austin Joinery.

Many of our products are made using natural materials; therefore, variations in size, shape, and color can be expected.

These warranties are not transferable.

Austin Joinery reserves the right from time-to-time to omit or modify in writing the following Warranty Durations, Terms and Exclusions. Such variations in warranty coverage are rare, but occur from time-to-time as a result of the made-to-order, custom products Austin Joinery offers. Such changes shall be made in writing and prior to a customer placing an order (typically written on the Sales Order). Sales Orders signed and dated will be serviced in accordance with the Warranty enforce at the time the Sales Order was signed and dated by the Client.

The following Warranty Durations, Terms and Exclusions shall include both freestanding and built-in furniture constructed by Austin Joinery.

Warranty Durations, Terms and Exclusions

Interior Use Furniture Warranty Durations, Terms and Exclusions

1 year warranty on furniture construction and finishes for interior use.

Warranty does not cover expansion, contraction, or the effects of extreme high/low humidity, sunlight or temperature in the client's home or business.

Warranty does not cover any subcontracted components as specified on the Sales Order, client project plans or written Customer correspondence.

Warranty does not cover rust or tarnishing resulting from scratches or abrasions to metal components or finishes, or changes in patina.

Warranty does not cover bubbling, cracking, discoloration or delamination of interior use finishes where the item was placed in an area that receives more than 4 hours of direct, daily sunlight through windows that are not screened, shaded or have a UV filtering property.

Warranty does not cover loose fitting, wobble or cracking as the result of not properly inspecting and tightening mechanical fittings that require regular inspection. For example, but not limited to the example, seasonally checking the nut and washer securing the hanger bolt on a table leg or chair that may loosen with the seasonal movement of joined wood surfaces and should be seasonally inspected and tighten, when required.

Wood furniture may have one or more of the following characteristics, which are not considered quality defects: variations in grain and color, knots, mineral streaks, pitch pockets. Warranty does not cover darkening of wood or finish, which occurs naturally with age.

Doors, Repairs, Refinishing and Touch Ups carry additional warranty restrictions which can be viewed in later sections of this Warranty Agreement.

Warranty is granted to the original purchaser only.

Project delays may void or alter some warranties; particularly hardware warranties. Please ask Austin Joinery for details.

Our Warranty does not cover any subcontracted components as specified on the Sales Order for custom builds.

Exterior Use Furniture Warranty Durations, Terms and Exclusions

Exterior Use Furniture carries the same warranty terms and exclusions as Interior Use Furniture but has a 6 month warranty.

Doors

Doors carry the same warranty as listed above with the following exclusions or additions to warranty terms.

Interior Door. Defined as a door, whether sliding or hinged that is exposed to climate-controlled air at all times on and all sides and is not exposed to unfiltered sunlight for more than 4 hours per day. Interior doors are covered under Interior Use Furniture Warranty Durations, Terms and Exclusions with the following exclusions or additions to warranty terms.

Exterior Use warranty. Defined as a door, whether sliding or hinged that is NOT exposed to climate-controlled air at all times and on all sides and is exposed to unfiltered sunlight for more than 4 hours per day. Exterior Doors are covered under Exterior Use Furniture Warranty Durations, Terms and Exclusions with the following exclusions or additions to warranty terms.

Spontaneous Glass Breakage. Spontaneous breakage occurs when the glass develops a crack without sign of impact. We warrant sealed glass units installed in exterior doors (excluding laminated glass, and special glazings) for spontaneous breakage in accordance with our corresponding Interior Use and Exterior Use Furniture Warranty durations.

We are not liable for:

Normal wear and tear, including normal wear and tear of weather-strip; and natural weathering of surfaces or variations in the color or texture of wood or finish; surface cracks that are less than 1/32" in width and/

or 2" in length; for knotty alder, knotty cherry, pecan/hickory, red oak, white oak and juniper: surface checks that are less than 1/8" in width and/or 5" in length, and knot placement, quantity, or size.

Problems due to misuse or abuse; failure to follow the care and maintenance instructions; or as a result of any cause beyond our reasonable control (e.g. fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control).

Problems related to: improper re-finishing of all surfaces (front and back) and edges (top, bottom, and sides) of the door slab and frame; variation or unsatisfactory results in sheen or texture resulting from the field application of paint or any other finishing material.

Failure to provide an adequate overhang for exterior doors; damage caused by extreme temperature buildup where storm doors are present; for specific information pertaining to your structure, consult your contractor or other building professional. **BOTTOMLINE:** Wood is wood, whether a fence or a door. If exposed to large amounts of direct sunlight, dramatic changes in temperature or weather you should expect your door to age much like a fence that is constantly exposed to these elements. Overhangs, regular inspections and refinishing are the key to slowing the aging process and preventing irregularities such as warping from developing.

Bow or misalignment in the frame or jamb in which the door slab is hung (if such is purchased from Austin Joinery and not pre-hung).

Slight expansion or contraction due to varying environmental conditions; slab movement (shrinkage or swelling) of 1/4" or less due to temperature and humidity.

Wood decay for wood components and wood decay for any wood components (including pine) that come in direct contact with soil. Note: superficial mold/mildew does not indicate wood decay. Problems related to water and/or air infiltration due to improper assembly; installation errors or flaws in building design and construction; installation must be in strict conformance with the installation instructions provided by the manufacturer of the door entry system.

Structural integrity issues or other problems caused by improper field fitting of the hardware, improper sizing of the door slab, or other assembly problems on work not performed by Austin Joinery.

Slight imperfections or wavy distortions in the glass that don't impair structural integrity. Note: wavy distortions in the glass (e.g. related to laminate interlayer or heat strengthening of glass) are not considered a defect. Slight color variations in glass are not considered a defect.

Screen damage due to normal wear and tear, misuse, abuse, or insect or animal activity.

Condensation or damage as a result of humidity or moisture penetration (Note: unless due to insulating glass failure, most condensation problems are related to excessive humidity levels in a structure; contact a heating/air conditioning specialist for help).

Damage or poor product performance resulting from installation into a condition that exceeds product design standards and/or certified performance specifications and/or does not comply with applicable building codes.

Hardware, accessories or inserts that are not provided by us.

Discoloration or rusting of decorative metal accent options, such as grilles, straps, etc.; discoloration of wood sills provided by us.

Cost for labor, removal or disposal of defective product(s), installation or finishing of the replacement door or component.

Incidental or consequential damage. Some states/ provinces do not allow the exclusion or limitation of incidental or consequential damages, so this may not apply to you.

Warrantied door warp for:

Barrier Door. Defined as any hinged or sliding door you can walk through, whether interior or exterior.

- Greater than 3'6" wide or 8' 0" high. No guarantee for warp or cracking.
- Less than 3'6" wide and less than 8' 0" high are warrantied in accordance with these Warranty Terms unless specific exclusions are annotated in writing on the Sales Order or associated design documents. Warp which does not exceed 1/4" in the plane of the door slab itself shall not be deemed a defect if after multiple inspections it is determined the warp is due to seasonal movement of the wood or due to other factors that not covered by this Warranty. Typically 2-3 site visits are required to measure moisture content of the door and to measure warp in plane of the door. In the event a warranty claim is filed, Austin Joinery, in its' sole discretion, will determine the proper course of action and remedy.

Cabinet doors. Defined as any hinged or sliding door installed on cabinetry.

- Greater than 30" wide or 60" high. No guarantee for warp.
- Any hinged cabinet door constructed wider than its' height. For example, you request us to build a hinged cabinet door that is 30" wide but only 20" high. This puts a lot of stress on the hinged portion of the door frame and shall not carry a warranty against warping or cracking.

Repairs, modifications, refinishing, touch ups to furniture, freestanding or built-in, pre-existing construction Warranty Durations, Terms and Exclusions

No warranty, guaranty or statement of stability, strength, safety, or craftsmanship is granted, claimed or implied on any furniture Austin Joinery is contracted to repair, modify or touch-up that Austin Joinery did not originally build.

AUSTIN JOINERY IS NOT AN APPRAISER. Any discussion of value, history, or related matters shall be considered anecdotal. We have no training or certification in determining the value of what you are asking us to repair. Both parties agree the value of what is to be refinished, modified or repaired is equal to or less than the value on the sales order.

A six month warranty is granted on the finish (paint, stain, protective coat) Austin Joinery is contracted to apply. This warranty on the finish is limited to work involving the complete replacement of the existing finish and shall not extend to finishes that are applied on existing finishes i.e. touch-ups or top-coats.

BOTTOM LINE TO OUR REFINISHING AND REPAIRS CUSTOMERS: We will do the best work possible for you; however, we did not build your furniture and cannot possibly know what corners someone may have cut during the original build or on-going care.

Mechanical Components (drawer slides, hinges, locks, etc.) Warranty Durations, Terms and Exclusions

Warranty and returnability of the mechanical components is subject to the third-party vendor's terms and may carry a different start date of coverage and duration from the Austin Joinery warranty. Generally speaking we will honor hardware warranties from the date we purchased the hardware on your behalf through the expiration date of that hardware's warranty. Some exclusions may apply. Contact Austin Joinery about your project for details. Fees may apply if you request Austin Joinery to install that replacement hardware.

Shipping Methods, Fees and Policies

Austin Joinery offers the following types of delivery services:

Austin Joinery delivery/installation. This is our most common method of delivering your finished project.

White Glove Delivery Service. This service applies to deliveries Austin Joinery cannot complete in-house. We will arrange for your furniture to be brought into your home, placed, and assembled. All packaging materials will be removed by delivery personnel. Delivery personnel cannot move your existing furniture, attach anything to walls, or connect electronic equipment unless such services have been discussed prior to delivery with your salesperson. Shipping damage shall be noted at time of delivery.

Curbside Delivery Service. The furniture will be crated by the Austin Joinery or the delivery company and delivered curbside by a third-party furniture delivery service. You are then responsible for inspecting the delivery curbside before accepting the delivery, unpacking and disposing of the shipping materials, and placing the furniture in your home. You must note damage upon receipt on the Bill of Lading as well as notify Austin Joinery with photos of the damage.

Customer Pick-up. If you choose to pick up your furniture yourself, please contact our shop in advance to arrange a pick-up time. Be sure to also confirm with us what you need to bring to properly transport your purchase. You will be responsible for inspecting and receiving the project before it leaves our shop. WE WILL NOT ACCEPT DAMAGE CLAIMS AFTER THE PROJECT LEAVES OUR SHOP.

IN ALL CASES, AUSTIN JOINERY IS NOT RESPONSIBLE FOR MAKING SURE FREESTANDING FURNITURE FITS INTO YOUR HOME. IF YOU ARE UNCERTAIN WHETHER OR NOT YOUR PURCHASE WILL FIT INTO YOUR HOME PLEASE LET US KNOW WHEN PLACING YOUR ORDER. FOR A FEE WE WILL SEND SOMEONE BY YOUR RESIDENCE TO MAKE SURE YOUR PURCHASE WILL FIT INTO YOUR HOME AND ASSUME THAT LIABILITY BEFORE WE BUILD YOUR PROJECT.

Installation of Built-In Furniture

Client Requirements

- Provide reasonable access to 110V/15A power
- Provide parking for truck and trailer. In the event such parking is not available parking fees to may apply.
- In the event of inclement weather, provide reasonable access to overhead cover to avoid delays.
- When available, provide us space to stage parts and equipment for your installation. To expedite your installation, when possible, we typically pre-stage parts and equipment the day prior to installation so we can complete your project expeditiously and inconvenience our clients as little as possible.
- Based on our agreed upon date/time of install, schedule dock times.
- Verify your landlord has no insurance documentation requirements. Let us know if this is not the case, so we can provide appropriate documentation in advance. It is not uncommon in commercial buildings for the landlord to want to a copy of our General Liability policy naming the landlord as additional insured. Please be advised some landlords charge a processing fee for required documentation. We will add the fees we incur onto your final invoice. Delays or re-delivery at the schedule time of delivery for not verifying these requirements may result in additional fees.
- Be available during the installation. Ideally, that means you or your agent is onsite during the entire installation to answer our questions and inspect our work.

At a minimum it means:

- We are able to reach you throughout the install to answer our questions.
- If we can't reach you during the install of your project we will, at our sole discretion, modify the project or, halt work. Fees for later modifying the project because you don't like the decision we made or, for additional site visits to finish the project may apply.
- You **MUST** be available at the end of the install to inspect our work. At the beginning of the install we will tell you when we expect to be complete. Be available or let us know when you will be available within our normal shop hours. We will do the best we can to accommodate your schedule. We want to wrap up the project to your satisfaction. Chasing you down will not achieve that goal.
- When we deem our work complete we will ask you to inspect the project and make final payment.
 - If you note issues we will correct them immediately or schedule a time to come back to correct the discrepancies before accepting payment. Re-visits to complete the project do not count against the 3 day window to "blue tape" the project.
 - If you opt to not be available for that appointment we will bill you and expect final payment in full. If you then point out issues after-the-fact we will expect payment in full before meeting to discuss discrepancies. We will also charge you additional trip fees to meet with you because our original bid was to perform a final inspection i.e "punch out" in fewer visits.
- Upon completion of the project you will have 3 calendar days to "blue tape" the built-in project for scratches or imperfection. This 3-day window applies to built-in projects only. The term "blue tape" refers to the Client marking the project with tape of any visible color where minor imperfections, putty marks that require additional sanding, uneven seams or reveals, or other minor discrepancies are noted. It DOES NOT include missing components, warranty items, parts that appear broken due to misuses, gouges, or any other major discrepancy that would be immediately noticeable to any reasonable person. Completion of the project is defined as either:
 - you or your assigned agent signing the final Invoice accepting the project or,
 - we deemed our work complete and you were not available at the scheduled time to inspect our work.

BE THERE TO INSPECT OUR WORK. IF YOU DON'T HAVE A SCHEDULE THAT PERMITS YOU TO MAKE YOURSELF AVAILABLE DURING THE INSTALL OF YOUR PROJECT THEN DELEGATE THE TASK TO SOMEONE YOU CAN TRUST (YOUR AGENT). IF YOU CAN'T DO THAT THEN YOU PROBABLY SHOULDN'T PLACE THE ORDER. WE TAKE PRIDE IN OUR WORK AND WANT TO DO RIGHT BY OUR CLIENTS. WE CAN ONLY DO THAT IF YOU ARE ACCESIBLE TO COMMUNICATE YOUR EXPECTATIONS.

Normal Install Marks

- Wall and ceiling scuffs immediately adjacent to the points of connection of face frames, cabinetry and mouldings are normal. We do not touch those surfaces up.
- Caulk lines where your installed project joins to the adjacent wall or cabinetry. We do not paint caulk lines.

Damage

- We cover all surfaces we work on or adjacent to with Ramboard or blankets. If you note damage to a wall, the floor, a window or the ceiling it is your responsibility to bring it to our attention upon completion of the project. WE WILL NOT ACCEPT RESPONSIBILITY FOR DAMAGE YOU BRING TO OUR ATTENTION AFTER WE HAVE COMPLETED THE PROJECT NOR WILL WE ACCEPT RESPONSIBILITY FOR DAMAGE TO ANY ITEM WE ARE UNABLE TO MOVE (See the What We Do Not Do section below). Completion of the project is defined as either:
 - you or your assigned agent signing the final Invoice accepting the project or,
 - we deemed out work complete and you were not available at the scheduled time to inspect our work.

What we do not do

- Move electronics, media equipment, existing cabinetry or furniture.
- Connect electrical, media, plumbing or any other connection require specific licensing or training
- Schedule dock times
- Move cable, ethernet or electrical outlets
- Remove any decorations or fixtures attached to the wall where we are working

Payments

- Unless agreed to otherwise in writing, all balances are due upon completion. Completion of the project is defined as either:
 - you or your assigned agent signing the final Invoice accepting the project or,
 - we deemed out work complete and you were not available at the scheduled time to inspect our work.

Failure to make full and immediate payment upon installation of your project will result in late fees specified in the Purchase and Payment section of this document as well as the possibility of Austin Joinery or its' agent(s) or member(s) filing all appropriate liens or noticed in accordance with our rights under Texas statutes for late or missing payments.

Samples

Projects with a custom-mixed stained finish. The client may select up to three stain colors they wish to receive samples to select from. These samples will be shipped to the client as one unit. Selections not shipped as one unit may result in additional shipping fees. Requests for more than three samples may result in additional labor, shipping and material charges.

Projects with a customer-specified stained finish. Austin Joinery will apply the customer-specified stain on sample material for client approval. Color changes may result in additional labor, shipping and material charges. For example, if you specify the sample as Minwax Dark Walnut on your cherry wood project, we will apply that stain on a piece of sample cherry for you to review and approve. Understand that when you specify a specific stain color and or brand we go out and buy that product in order to fulfill your request. If you then decide you want to try another stain color you will be charged for additional materials, labor and shipping expenses we incur while making more samples that were not part of the original budget.

Custom projects with a painted finish. Clients may select the brand, color and sheen of the paint Austin Joinery will apply. The manufacturer's paint chip will be considered the "sample" Austin Joinery will match

to. Client requests for additional samples or color changes may result in additional labor, shipping and material charges.

Custom Finishes. Faux finishes and distressed finishes are some examples of Custom Finishes. Clients requesting custom finishes will receive one sample of the custom finish. Changes to custom finish color, texture, material, sheen, or distressing may result in additional material or labor charges. Due to the subjective nature of some custom finishes the Client acknowledges custom finishes may vary slightly in their acute details from the sample. For example, distressed finishes may have client requested dings or burn-throughs in more or less areas than the sample.

Tolerances

Freestanding Furniture. Austin Joinery and Customer agree the construction of freestanding furniture within 1/4" of length, width, depth and height design specifications shall be deemed within tolerances.

Built-In Furniture. Due to the frequent irregularity of walls, floors and ceilings, Austin Joinery and Customer agree the construction of built-in furniture [attached to residence/property] that is fitted by Austin Joinery to the space shall be deemed within tolerances.

Hardware

Hardware will be installed in accordance with the manufacturers guidelines. The Customer is responsible for utilizing the hardware within its' design performance parameters. To find those details request them from Austin Joinery so we can forward you the information or, visit the manufacturer's website for details.

Due to the wide range of hardware offerings Austin Joinery frequently does not include :

- certain hardware as part of the sales order, but offers to install it at no additional charge if selected or provided by the Customer on or before the day of installation. This offering is exclusively for hardware of the "bolt-on" nature that is complete and can be simply aligned and screwed on. It does not apply to any hardware that requires modification, repair or additional design of the project.

Example of hardware being installed at no additional charge: the Customer provides us with some knobs and proper length screws on the day of installation of her built-in cabinet that she wants installed on the cabinet doors we will do so at no additional charge.

Some, but not all, examples of hardware that will carry additional installation fees:

- the Customer contacts us after installation is complete requesting that we come back to install the additional hardware;
- the Customer did not provide us with screws for the knobs resulting in us making an additional trip to purchase and install the knobs with the proper screws;
- provided us with some cabinet door pulls that requires modifying the cabinet doors or drawers in order to complete the installation of the hardware.

WE OFFER NO WARRANTY OF ANY KIND ON MATERIALS YOUR PROVIDE!!!!

YOU CAN AIDE US IN AVOIDING THE ABOVE LISTED SCENARIOS BY DELIVERING CUSTOMER-SUPPLIED HARDWARE FOR YOUR PROJECT TO US WHILE YOUR PROJECT IS BEING BUILT IN OUR SHOP. NOT ON THE DAY OF DELIVERY!!!

Purchase and Payment Information

Austin Joinery™ is a Texas limited liability company (LLC) doing business as (d/b/a) Austin Joinery™. Credit card charges should appear on your statement as Austin Joinery™ LLC. All transactions, statements, promises, warranties or guarantees by Austin Joinery™ are assumed by both parties (Customer and Austin Joinery™ LLC) to be made by Austin Joinery LLC.

Signing the Sales Order provided to you by Austin Joinery LLC at the time you placed your order is acknowledgement by both parties that they have read, understand and will adhere to this statement of Purchase and Payment Information also known as the Sales Agreement(SA), the Sales Order(SO), or Purchase Information as well as the Warranty Durations, Terms and Exclusions.

For purposes of this Purchase Information, Warranty Information, the Sales Order, the term Customer shall be deemed to also mean Purchaser, Buyer, Client.

Austin Joinery™ may contact you to confirm an Online order before we begin construction. In the event we are unable to reach you using the contact information you gave us we will not build your purchase until we hear from you. We do this to: i) add a layer of protection for our customers from online fraud, ii) make sure we have your order correct before building your purchase.

Online orders that do not ship immediately will have an authorization hold for the total amount of the purchase (plus any tax and shipping costs) placed on the method of payment when the order is placed. This authorization hold will then be released when final payment is made via the same or other method of payment.

A signed sales order and deposit are required on all custom orders or refurbishment work. The deposit is non-refundable and shall not be subject to charge-back, reversal of charges by the customer or, refund by Austin Joinery™. The deposit shall be applied to the balance owed by the customer to Austin Joinery™ upon pick up, shipment, abandonment by the customer, or delivery of your completed purchase.

Full payment is required before delivery, pick up, abandonment by the customer, or shipment.

All purchases from Austin Joinery™ are FINAL. See the Warranty Information section of this document for further details.

If the customer opts to issue a check as final payment, Austin Joinery™ may delay delivery, shipment or pick up until the check has been deposited and has cleared.

Following the signing of a Sales Order by the customer, notification of cancellation of an order by the Customer does not entitle the Customer to any refund of deposit, design fees or other funds applied to the Sales Order. Austin Joinery will account for labor expenses incurred, returnable materials and other expenses incurred prior to the time of cancellation and issue a refund net of those costs within 10 business days.

Change requests or delays caused by the customer to a signed Sales Order may cause the customer to incur additional fees and time delays.

Unless agreed otherwise in writing, designs, plans, drawings, and product photos taken or received by Austin Joinery™ remain the property of Austin Joinery™. Austin Joinery™ may use the designs, plans, drawings, product build photos and final product photos for marketing, sales and future project construction purposes.

Austin Joinery™ will attempt to notify you, the customer, via phone or email when your order is complete. An attempt to notify you of your order being complete shall be deemed by both parties as proper notification. Orders must be picked up by you or scheduled by you for delivery within 10 calendar days of Austin Joinery notifying you of completion. Orders not picked up from Austin Joinery™ or scheduled for delivery by you within 10 calendar days of completion shall incur a minimum \$10 per day storage fee, plus storage expense fees. This minimum fee is subject to the size, weight, and fragility of storing your project. Austin Joinery™ shall not be obligated to store a customer's completed purchase indefinitely. Unless agreed otherwise in writing, upon the passage of 15 calendar days from the date Austin Joinery completed your order and gave you notification of completion, Austin Joinery™ shall assume the purchase has been abandoned by you, the customer, and all warranties void and remaining balances owed to Austin Joinery™ immediately

collected using the means of payment provided by you at the time your order was placed. The warranty shall not be reinstated if the Customer takes possession of the project after abandoning the project.

In the event the means of payment you provided at the time you placed your order is no longer valid, expired, void, has an insufficient remaining limit or, is incapable of processing the remaining balance owed, an Eighteen Percent (18.00%) annual percentage rate (APR) shall be applied to your outstanding balance until such time the amount owed by you is paid in full. The rate of interest on the outstanding balance shall be calculated on a daily basis. It shall be calculated as 18.00% in the numerator divided by 365 in the denominator, then multiplied by the amount owed. This rate of interest owed plus the balance owed shall be calculated and compounded on a daily basis. In the event this rate is deemed to be unlawful the highest rate acceptable by law shall be in effect as deemed by a Court or arbitrator.

By signing the Sales Order the Customer agrees that both Austin Joinery™ LLC and the Customer shall be bound by laws under the Texas UCC (Uniform Commercial Code). Any dispute, controversy or claim arising out of the Sales Order, the Purchase Order, the Quote, the Receipt, the Austin Joinery website, or any related document will be submitted to expedite binding arbitration in front of a single arbitrator in accordance with the American Arbitration Association (the "AAA") with its Commercial Rules pertaining to the Texas UCC (Uniform Commercial Code) with Expedited Procedure. All parties will attempt to agree upon a mutually acceptable arbitrator; however, if the parties are unable to agree upon an arbitrator, then an arbitrator shall be selected in accordance with the Arbitration Act. This binding arbitration is the sole and exclusive remedy for any and all disputes between the parties, and each party expressly waives its entitlement, if any, to have any such controversy claim or dispute heard before a court or jury. The arbitrator shall be empowered to award damages, attorneys' fees and costs of arbitration to the prevailing party but shall not be authorized to award punitive or consequential or any other damages. The arbitrator's decision will be final and shall not be appealable. The arbitration will take place in Travis County, State of Texas unless otherwise agreed between the parties in writing.