



SOELBERG | INDUSTRIES

TERMS & CONDITIONS

General: All products sold by Soelberg Industries to the customer are made to order upon the acceptance of the conditions set forth in the customer quotation. Any additional terms and conditions not included nor consistent with these Conditions of Sale will not apply to any products sold, unless agreed upon in writing by Soelberg Industries prior to the order acceptance. Employees or independent sales representatives of Soelberg Industries are unauthorized to make verbal commitments or promises that extend beyond the written agreement.

Liability: Soelberg Industries manufactures all orders to the specifications provided by the customer. Therefore Soelberg Industries is not liable for any third party design, engineering, fabrication, and installation services required. Soelberg Industries WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, LOST PROFITS, OR ANY OTHER LOSSES OF CUSTOMER, OR ANY THIRD PARTY IN ANY WAY RELATING TO PRODUCTS. Soelberg Industries may provide design or installation advice to assist with the purchase of products, however it is the customer's responsibility to meet all building code requirements set forth. Soelberg Industries has no liability for claims that may arise from improper fabrication, modification and installation of product. Customer is responsible for the proper care and handling from the time the product is received. Improper storage and handling will void product warranty.

Order Process: All orders should be submitted using the Soelberg Industries customer quote request form at (soelbergi.com/texture/quote/). This insures all required information is received to provide an accurate quote. A detailed quote and drawing will be submitted for customer approval based upon the information provided. An authorized signature and deposit is required to confirm quote to an order and receive a ship date. At the time of confirmation, customer approves all **quantities, dimensions, patterns, and finishes**, and is responsible for any changes thereafter. Any changes will require an updated quotation and drawing approval and may incur a 5% change order fee. Orders are considered accepted after receipt of all signed documentation and receipt of deposit. Soelberg Industries products are made to order and therefore we cannot accept cancellations or returns, unless agreed to in writing by an authorized agent of Soelberg Industries. The material deposit is non-refundable even in the event of an approved cancellation. In such case, Seller shall be entitled to payment from Buyer for all costs incurred in excess of the original deposit.

Note: Soelberg Industries does not sign and accept terms of purchase orders and / or contracts by customer.

Pricing: All published prices quoted by Soelberg Industries or by our sales representatives are in US dollars and are valid for 30 days from time of quotation. Changes to dimensions, quantities, patterns, and finishes will result in a price adjustment and nullify the original price quote. All prices are subject to change on account of specifications, quantities, shipment arrangements or any other terms and conditions, which are not part of the original price quotation. All prices are subject to change at any time. **Exception:** All freight quotes are subject to the actual freight cost and can change at any time.

Expedited Orders: A "Rush Fee" will be applied to all expedited orders and will be noted on the order confirmation. This fee must be approved and is non-negotiable. Soelberg Industries makes every effort to accommodate Expedited Orders, however it is subject to current production capacity.

Sales and Use Tax: All orders are subject to any sales and use tax required by any federal, state, or local government. Such tax shall be added to the invoice at time of order unless proper exemption certificates are provided. All increases in, and all new taxes, excises or other governmental charges hereafter imposed on the production, sale, or transportation of the product sold, shall become part of the price payable by Buyer. Paid sales tax cannot be refunded for any reason.

Payment: Buyer agrees to the seller to pay the agreed purchase price and all applicable taxes, fees, and shipping charges set forth in the customer quotation. A 50% non-refundable deposit is required to secure production of orders. The remaining balance is due prior to order being shipped. **Exception:** Any expedited orders, orders paid by check, or orders less than \$1500.00, require full balance in order to begin production. All orders paid for using credit card will be subject to a 3% transaction fee applied at the time of purchase. Because all orders are made to order no cancellations will be accepted after time of deposit. Finished orders that exceed 90 days without final payment will be deemed abandoned, deposit will be forfeited and order destroyed without notice. If at any time, final payment for product is not made and it becomes necessary for Soelberg Industries to incur cost of collection or suit to collect final balance, customers agrees to all such costs.

Freight: Buyer is responsible for all costs of freight. Freight quotes are an estimate only. Final freight charges will be determined at time of shipment based on final weight, dimensions, and any special conditions, such as lift gate, and or residential delivery. Any additional freight charges incurred after shipment has been released by seller, such as change of address, lift gate, or redelivery will require additional fees paid by Buyer.

All Shipping dates provided by Seller are an estimated ship date only. Soelberg Industries makes every effort to ship by desired date, however will not be liable for delayed shipments. Any delay in shipments does not relieve customer of full payment for the product. Delay in shipment by customer may result in a storage fee of up to \$50 per day if order is left past 30 days. Shipment will not be processed until all fees are paid. All products are shipped FOB Orem, UT or London, KY. All risk of loss or damage passes to customer at time of transfer from seller to shipper. **It is the customer's responsibility to inspect all shipments for damage at the time of receipt and notify shipper.** In the event of freight damage, notation should be made before providing signature of receipt. **Seller will not take liability for any shipping damage.** See *shipping agreement with quote*.

Claims: Immediately upon delivery, Buyer must open crate and thoroughly inspect goods for product accuracy, shortages, damage, and defects prior to signing the bill of lading. This must occur regardless of any visible signs of external damage to the crating material. "Hidden" damage due to improper stacking of freight and mishandling of the freight may occur during the shipping process. This is Freight Damage and NOT the responsibility of the Seller. If damage is found, Buyer MUST sign for the freight as DAMAGED on delivery receipt and driver must acknowledge that Buyer is signing for damaged freight. Buyer should immediately notify Seller of damage or shortage. Buyer must submit copy of delivery receipt noting damage or shortages and pictures of any crate damage and product damage. Buyer may also choose to refuse shipment due to damaged freight. Buyer's refusal of damaged freight does not release buyer or seller of the contract. Buyer will be responsible for costs associated with replacing the damaged product. It is the responsibility of the buyer to file any and all freight claims resulting from this process. Seller has no liability after the products are shipped from Seller's production facilities.

Product Variations: Soelberg Industries utilizes materials and processes that may create slight variations in color, pattern, and texture that are inherent to the custom appearance of the product. It is recommended that the buyer or end user should purchase sufficient quantities to complete a specific project at one time to minimize variations. WE CANNOT GUARANTEE PATTERN MATCH FROM PANEL TO PANEL FOR PANELS NOT ORDERED AT THE SAME TIME. Some of products are made from natural materials that can change over time and will vary in size, shape, color, density and texture within a single sheet. Sheets may have slight irregularities including but not limited to dips, shiny spots, bubbles, inclusions and inconsistent texture. The variation is part of the aesthetic beauty of natural products.

Samples: Soelberg Industries offers samples for purchase for submittals and approval. Custom samples and any samples not stocked will require a 3-5 day manufacture time. The sample should be used as a production target. Samples in Fire Rated and Formaldehyde Free cores are not available. Any samples outside of the standard sample offering are subject to full square foot charge.

Storage & Handling: In the event that any products need to be stored before installation, all products should be kept flat in the original shipping crate. All products should be stored indoors and away from excessive heat sources or moisture. All products should be handled with care to preserve the manufacturer's warranty.

Fabrication: Because Soelberg Industries products are made to order, it is encouraged that products be ordered to exact dimensions from the factory when possible. In the event that products need to be fabricated on site, it is recommended that only qualified contractors perform necessary fabrication. Soelberg Industries will not be responsible for any changes or modifications to products made in the field.

Warranty: Soelberg Industries warrants all of its 3D laminated components for a period of five years against defects and or workmanship occurring in the manufacturing process. Warranty is subject to the terms and conditions stated in this document.

Products are also guaranteed against delamination or any surface discoloration for the period of five years from the date of order. **Exception:** Products installed around a fireplace will not be warranted against delamination. It is the customers' responsibility to comply with all building codes and recommendations from the fireplace manufacturer when considering products to be installed near a fireplace.

All products are covered under this warranty as specified and do not include any damages or defects resulting from normal use, installation, flood, fire, or any other Acts of God outside of the manufacturer's control.

This warranty is limited to repair or replacement of products sold by Soelberg Industries within 30 days of notice of claim. Soelberg Industries has the right to request pictures of, or actual physical proof of said defect. Replacement of defective products can result in color variance from original product due to variation in texture, color, and sheen changes from the laminate manufacturers and is not considered a defect. Soelberg Industries reserves the right to substitute or discontinue laminate colors at any time. Soelberg Industries does not pay for nor reimburse for the cost of onsite finishing, installation, repairs or replacement of defective products.

Limitation of Liability: It is understood that the manufacturers liability will not exceed the amount of the purchase price of the original product deemed defective. Under no circumstances will the manufacturer be liable for any special, indirect, or consequential damages.

Photography: Seller has the right to photograph or document the final installation of the product and use as it sees fit in future marketing material. Every effort will be made to work with customer to provide project credit.

Contact Customer Support:

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