



Purchase Agreement

PURCHASER has reviewed and accepts estimate, bid or sales order and agrees to the terms and conditions set forth below. This estimate is valid for 30 days & is based on current information. All bids are made on the assumption that the sub-floor for the project is solid, level & in good condition. **VAIL VALLEY HARDWOODS** shall have clear access to the work areas & all work areas broom cleaned and ready for the floor layers and/or finishers when they arrive. Unless explicitly specified otherwise, this contract **DOES NOT** include sub-floor preparation. Additional labor or materials necessitated by job conditions at the time of installation will be billed on a time & materials basis and can delay the job.

VAIL VALLEY HARDWOODS requires a 100% materials deposit prior to placing all orders. Payment for installation/finish: 100% balance due 15 days after completion of installation/finish. However, if install and finish are not done during the same period, 100% installation is due 15 days after installation and 100% finish is due 15 days after finishing is complete. Invoices not paid within terms will be assessed a late fee of 1.5% per month or an annual rate of 18% on the unpaid balances together with all costs and reasonable attorney's fees required for the collection of the unpaid balances. **PURCHASER** also agrees to pay any additional costs of collection including attorney's fees.

PURCHASER understands that any changes which may be made to the agreed upon plans and specifications may result in additional costs for labor, materials or both. **PURCHASER** agrees to pay such additional costs upon presentation of billing by **VAIL VALLEY HARDWOODS**. **BOTH PARTIES** agree no modification to this contract shall be enforceable unless it is in writing and signed by both parties. All prices that are based on plans or measurement provided by **PURCHASER** are subject to increase in the event of any inaccuracies or changes therein. All quantities, measurements and waste factors in this proposal must be carefully reviewed and, if necessary, increased or decreased according to **PURCHASER'S** specifications.

Wood is a natural product created from a living tree which is naturally inconsistent. **PURCHASER** understands flooring products are subject to: shade or dye lot variations from our display samples. We do not guarantee absolute resemblance to the original sample. Stain will absorb differently on heavy and open grained sections of the wood. Color changes over time due to the effect of the sun.

PURCHASER understands the installation site should have a relative humidity of 35% --- 55% prior to delivery, during & after installation of any wood flooring. If these conditions are not maintained all warranties will be void. Depending on the final finish used on the wood flooring, **PURCHASER** must ensure that the proper cleaning and maintenance solutions are being used or all warranties will be void. We are not responsible for indentations, scratches, stains or damage caused by negligence, moisture, excessive heat or dryness, abrasives, pets, insects, spiked heels etc.

PURCHASER understands that in-floor-radiant heating systems must be 100% functional with working thermostats before the wood flooring installation begins. The surface temperature of wood flooring should never be hotter than 82°F per our manufacturers. Warranties, if any, are voided by overheating of the floor. ***This is the Contractor's or Purchaser's responsibility.***

VAIL VALLEY HARDWOODS uses professional installers & finishers who will leave the job site in standard condition. As with all construction projects there will be dust etc., which may require a construction clean which will be the owner's responsibility. **PURCHASER** accepts responsibility for materials delivered to job site in good order by **VAIL VALLEY HARDWOODS** or its suppliers and agrees to provide protection against theft and damage from the elements. **VAIL VALLEY HARDWOODS** will not be held responsible for damages or loss to property during installation/delivery when other trades are working on site.

SHOWROOM: 824 CHAMBERS AVENUE, UNIT B-8 / EAGLE, COLORADO 81631
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Before PROTECTION: A walk through with **VAIL VALLEY HARDWOODS** and on-site supervisor to sign off on wood flooring is required. **PURCHASER** hereby releases **VAIL VALLEY HARDWOODS** and its employees, owners, agents, officers, and directors from all liability or damages resulting from any and all work performed on the premises after the walk-through, including, but not limited to: painting, dry-walling, construction, moving furniture or appliances, and other various activities that could affect a new wood floor.

Protecting of wood flooring is not included (except otherwise agreed to). If protection is included in your estimate, it is for one time covering of the floor with protection only and not ongoing maintenance of the protection during construction. Customer will be responsible for the removal and replacement of all personal items (lamps, artwork, small items). All reconnections of plumbing, electrical, AV or computer equipment is the responsibility of the client.

Limited Warranty:

VAIL VALLEY HARDWOODS agrees to furnish the materials specified in the contract and to complete all work called for in a professional and workmanlike manner, according to standard practice in the industry. **VAIL VALLEY HARDWOODS** disclaims any and all other warranties, whether express or implied by operation of law or otherwise, regarding its labor.

PURCHASER understands, acknowledges, and agrees that the only warranty provided to **PURCHASER** with regard to products and materials is the express warranty from the manufacturer (the "**Manufacturer's Warranty**"), and that there is no warranty whatsoever from **VAIL VALLEY HARDWOODS** for any flooring, finish, or other product or materials supplied under this Agreement. **VAIL VALLEY HARDWOODS** hereby expressly disclaims any and all warranties, whether express or implied by operation of law or otherwise, including without limitation warranties of merchantability and fitness for a particular purpose, regarding products or materials.

VAIL VALLEY HARDWOODS makes no warranty (whether express or implied, including any warranty of merchantability or fitness for a particular purpose) on any finish applied on the jobsite by other than **VAIL VALLEY HARDWOODS** personnel. If flooring is to be installed or finished by anyone other than **VAIL VALLEY HARDWOODS** personnel, **VAIL VALLEY HARDWOODS** relinquishes responsibility for materials upon delivery to the jobsite or finishing company.

Consequential Damages:

PURCHASER understands and agrees that in no event shall **VAIL VALLEY HARDWOODS** be liable for incidental or consequential damages or other losses arising out of this Contract or this transaction.

Returns and Cancelled Orders:

Once a custom order is placed, it is custom for that project. No cancellations, quantity reductions or other changes will be accepted. This order will need to be paid in full. Returns on non-custom orders are only allowed when it is expressly allowed in writing by **VAIL VALLEY HARDWOODS**. If a return is allowed, a restocking fee, return shipment fee and a fee for some portion of the order will be determined by **VAIL VALLEY HARDWOODS** and will be due from the **PURCHASER**. Please note that many of our vendors do not accept returns. Only full-unopened cartons and material in saleable condition will be accepted and must be returned within 15 days from receipt of product. Custom orders are non-refundable.

Arbitration:

The parties hereby agree to submit all controversies, claims and matters of difference arising under this Contract to arbitration. Without limiting the generality of the foregoing, the following will be considered controversies for this purpose: (a) all questions relating the interpretation, performance, or breach of this Contract, (b) all questions relating to any representations, negotiations and other proceedings leading to the execution hereof, (c) all statutory, common law and other claims arising out of the foregoing,

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(including all claims relating to and liabilities arising under environmental laws), and (d) all questions as to whether the right to arbitrate any such question exists. Arbitration hereunder will be by one independent and impartial arbitrator in Denver or Vail Colorado (as specified by **VAIL VALLEY HARDWOODS**) and will be governed by Colorado law, without regard to Colorado's conflicts of law rules. Arbitration will be conducted in accordance with the then---applicable Commercial Arbitration Rules of the American Arbitration Association. The costs of the arbitration, including the fees of the arbitrator, will be borne equally by the parties.

THE PARTIES ACKNOWLEDGE THAT RESOLUTION OF DISPUTES BY MANDATORY BINDING ARBITRATION IS THE SOLE AND EXCLUSIVE REMEDY OF THE PARTIES, AND THE PARTIES WAIVE TRIAL BY JURY.

Where a conflict exists between the terms of this contract and any Subcontractor Contract provided from Purchaser, the terms of this contract shall prevail.

Disclaimer: Upon delivery you accept full responsibility for this product. After delivery VAIL VALLEY HARDWOODS shall not be responsible for damages, including damages occurring at the job---site, nor does it insure the product.

Thank you for providing us the opportunity to work with you.

YOUR SIGNATURE ON THE ESTIMATE IS AGREEING TO THESE TERMS.

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