

Haute Plank, Inc.

Sales Terms and Conditions

These Sales Terms and Conditions ("Agreement") govern all sales of hardwood flooring and related products ("Products") by Haute Plank, Inc. ("Seller") to any purchaser ("Buyer"). By placing an order, submitting payment, or otherwise confirming an order, Buyer agrees to be bound by the terms herein.

1. **Orders and Deposits.** All orders are considered custom and are produced or allocated specifically for Buyer. Orders are non-cancelable and non-refundable once payment or deposit has been made. A minimum deposit of seventy five percent (75%) of the total order value is required at the time of order placement unless otherwise agreed in writing. The remaining balance must be paid in full prior to release or shipment of the Products from Europe. A balance invoice will be sent out 10 days prior to carrier pickup, if balance in full is not received prior to carrier pickup, order will not ship and a five hundred dollar (\$500.00) storage fee will be added to final invoice, order and deposit will be forfeited after 30 days of non payment. Once final payment is received, order will be placed on the next container with space available.
2. **Custom and Special Orders.** All custom and special orders are final upon payment. Buyer acknowledges that due to the nature of custom hardwood manufacturing, variations in color, tone, texture, and finish may occur. Such variations do not constitute defects and are not grounds for rejection, cancellation, or refund.
3. **Delivery and Risk of Loss.** Estimated delivery timelines are provided in good faith but are not guaranteed. Delays caused by suppliers, freight carriers, customs, or other factors beyond Seller's control shall not constitute breach of contract. Risk of loss passes to Buyer upon shipment of goods. Any claims for transit damage must be made directly to the carrier.
4. **Payment and Late Fees.** Payments not received by the due date are subject to late fees and may result in suspension or cancellation of pending orders. Seller reserves the right to withhold future shipments until all outstanding balances are paid in full.
5. **Non-Refundable Policy.** All deposits and payments are non-refundable. Orders canceled by Buyer, for any reason, will result in forfeiture of all amounts paid. If an order is canceled after production has begun, Buyer remains responsible for the full purchase price.
6. **Communication and Conduct.** Seller will provide reasonable updates regarding order status and delivery. Repeated or excessive communications, including multiple daily calls, texts, or emails, may constitute harassment and interfere with Seller's operations. Such conduct is considered a material breach of this Agreement. Seller reserves the right to cancel any order and retain all deposits if Buyer engages in harassing or abusive communication.
7. **Delays and Force Majeure.** Seller shall not be liable for delays or nonperformance caused by events beyond its control, including but not limited to natural disasters, supply chain disruptions, government actions, or transportation delays.
8. **Limitation of Liability.** In no event shall Seller be liable for consequential, incidental, or special damages, including loss of profit or goodwill. Seller's liability, if any, shall not exceed the total amount paid by Buyer for the specific order giving rise to the claim.
9. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona. Any disputes shall be resolved exclusively in the courts of Maricopa County, Arizona.
10. **Acceptance.** By submitting payment, providing a deposit, or otherwise confirming an order with Haute Plank, Inc., Buyer acknowledges that they have read, understood, and agreed to all terms and conditions herein. Electronic payment or acceptance of an invoice constitutes a legally binding signature and agreement to these Terms and Conditions.

Buyer Signature: _____ Date: _____

Printed Name: _____

Haute Plank, Inc. Representative: _____ Date: _____