



## Terms and Conditions of Sale

### 1. Order Acceptance:

1. DM Braun may accept or reject any order in its sole discretion. Acceptance does not require an order acknowledgment and may occur by confirming order via e-mail, preparing drawings or files requested by customer, commencement of manufacture, or other performance. No order is binding until accepted as above, and DM Braun may reject any order prior to acceptance without liability. No terms or conditions other than those listed herein will be accepted unless confirmed in writing by DM Braun.

### 2. Prices:

1. Prices are subject to change without notice. All quotations, unless otherwise specified, are valid for 30-day acceptance only.

### 3. Terms:

1. All sales are subject to our terms of sale. By placing an order, you are agreeing to our terms of sale. Providing a deposit is considered placing an order.
2. When an estimate becomes an order and our production process begins (including drawing preparation), it is not eligible for cancellation. Orders may be canceled only by mutual agreement and subject to DM Braun-determined cancellation charges, and any specification changes after order acceptance will incur a DM Braun-determined charge.
3. All orders require a 50% deposit, with balance due prior to shipment of the product, unless otherwise agreed upon by DM Braun and the client.
4. For orders less than \$7,500 a 100% deposit is required. Orders between \$7,500 and \$100,000 require 50% deposit with final 50% due before shipment. Orders over \$100,000 require 40% deposit, 30% progress payment (typically due midway between deposit date and estimated shipment date), and final 30% due before shipment. Freight charges will be included in our estimates and added to the final payment balance due.

### 4. Taxes:

1. California sales tax will be added to invoices for shipments within the state. DM Braun will not collect taxes for orders outside of California, except in states that it is considered to have an economic nexus. If taxes are not collected by DM Braun, the responsibility for payment of those taxes remains with the buyer.

### 5. Freight:

1. All shipments are FOB Factory, with all freight charged to customer. Risk of loss passes to Customer when the goods are provided by DM Braun to the common carrier at that location. Our bill of lading is acknowledgement by the transportation company accepting shipment in good condition. Responsibility of shipment is that of the carrier. Any claim for damage or shortage must be itemized at the time of receipt of shipment and any claim must be made by customer to delivering carrier.
2. DM Braun will endeavor to ship as scheduled, but all dates, including any buyer-requested delivery date, are approximate, subject to DM Braun's acceptance and adjustment, and DM Braun shall have no liability under any theory for any delay or failure to deliver caused by circumstances beyond its control, including without

limitation acts of God or public authority, labor disturbances, accidents, fire, flood, extreme weather, carrier failures or delays, material shortages, or supplier delays.

3. If Customer delays, refuses, re-routes, or suspends shipment, Customer must pay DM Braun's invoice per the payment terms and pay any additional fees or charges incurred by DM Braun including storage.
4. Customer is responsible for all delivery charges, including off-loading, lift gates, pallet jacks, and similar services. If the client does not have unloading capabilities such as fork lift or loading dock and requires delivery on a truck with a lift gate, we must be informed of this at bid time or at order entry. The extra cost of lift gate service will be added to the freight cost and is not included by default.
6. Returned Goods:
  1. No material will be accepted without prior written authorization from DM Braun. Customer is responsible for return shipping. Re-stocking charges apply and are determined by DM Braun and may exceed 50% of purchase price. Buyer must prepay all freight charges.
  2. Custom items are non-returnable.
7. Warranty: See next section.
8. Arbitration to settle disputes
  1. All disputes shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Venue for any arbitration proceeding shall be in Orange County, California. The parties consent to the venue and jurisdiction of the courts of Orange County, California. Concerning any and action or proceeding arising from any controversy or claim under of in relation to this order or contract or modification thereof.
9. Notes
  1. It is the responsibility of the buyer to select fabrics which comply with local fire codes.
  2. All exterior wood is finished using a penetrating sealer, unless otherwise specified by the buyer. Wood needs to be re-finished every year to maintain initial color. DM Braun does not warrant against wood weathering naturally. Weathering on wood is normal after 1 year. The sun, rain, snow, and other weather conditions will always change the appearance of any wood over time.
  3. Customer is responsible for conformance with plans and specification and for any field dimensions required. Drawings for approval may be requested. DM Braun does not accept sub-contractor agreements. All orders are shipped via common carrier, curbside delivery. Customer is responsible for offloading.



## DM Braun Limited Warranty:

1. Structural Steel: All named catalog products are warrantied against structural defects in steel components materials and workmanship for three (3) years. The warranty is based on normal use and does not apply to defects resulting from negligence, misuse, vandalism, alteration, or accident. Customers' own materials are not warranted.
2. Natural Wood: All named catalog products are warrantied against structural defects in natural wood including Kebony, Accoya, Ipe, and Alaskan Yellow Cedar for three (3) years. As a natural material, wood inherently displays characteristics such as grain pattern variation, indentations, checking, and splitting. Exposure to sunlight and fluctuations in humidity will lead to expected changes in wood's color, appearance, and dimensions over time. These characteristics and changes are not considered defects and are excluded from this warranty. Additionally, wear or damage resulting from power washing or improper cleaning practices are not covered by this warranty.
3. Plastic Lumber: All named catalog products are warrantied against structural defects in plastic lumber for three (3) years. Additionally, wear or damage resulting from power washing or improper cleaning practices are not covered by this warranty.
4. Powder Coat: Powder coat finishes are warrantied against defects in material and workmanship for a period of two (2) years. This warranty is subject to the following limitations and exclusions: a) Normal wear and tear is not covered by this warranty. b) The warranty does not cover damage resulting from abrasion, stacking, scraping, or any other physical impact. c) Changes in surface appearance, including but not limited to color changes due to aging or light exposure, are not considered defects and are excluded from this warranty. d) Damage caused by improper cleaning methods, including but not limited to power washing, is not covered.
5. Fabrics are warranted by their manufacturer.
6. All other products and all custom products include a limited one (1) year warranty.
7. All items must be properly cared for and maintained as outlined in our Care and Maintenance guidelines to be eligible for warranty claims.
8. This warranty is limited to the repair or replacement of parts or products found to be defective as determined by DM Braun. In no event shall DM Braun be liable for incidental, consequential, or special damages. DM Braun shall not be responsible for costs incurred to transport, remove, install or replace the part or product. DM Braun disclaims all implied warranties including the warranty of merchantability and warranty of fitness for particular purposes.