



Standard payment terms require your final balance upon completion of your order and prior to shipping. A receipt of payment will be mailed to you shortly thereafter. For more information please see our Sales Agreement.

# Sales Agreement

Thank you for selecting Kaltimber products for your project. Following are the Terms & Conditions under which we sell these products. Please ask us if you have any questions.

### 1. Product Variability

Reclaimed wood is a natural substance. Unlike many industrially manufactured goods, Kaltimber products will typically show unique, intrinsic character which adds to the beauty of the wood. Our products may include a variety of colors, knots, texture, grain patterns, surface checking, oxide staining, as well as holes from insects, nails and bolts.

We strive to make our samples representative of the final product. However, due to the nature of reclaimed wood, our samples may or may not contain all the variations that will be present in the final product.

#### 2. Product Acceptance

Standard Product - Conforms to Specifications

You have up to ten days from receipt of product to request that Kaltimber accept a return of the product.

Within this time period you may request a return for any reason. This is how you do so:

• Notify Kaltimber in writing and within ten days of your receipt of the product that you wish to return product (email to info@kaltimber.com). Your notice must clearly spell out why you are returning the product.

• Kaltimber Customer Service will promptly contact you in order to arrange for the return.

• You are responsible for all shipping costs back to Kaltimber and Kaltimber must receive the product back from you no later than 30 days after our original shipping of the product to you.

• Once we receive the product from you and provided it is still in its original condition (including any packaging), Kaltimber will credit your account for 85% of the original purchase price (but no refund will be due for any shipping costs). In the event this results in a net credit balance on your account, Kaltimber will refund the credit balance to you within 30 days of our receipt of product.

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Custom Product - Conforms to Specifications

• Kaltimber is not able to accept returns of custom milled products that conform to the specifications as these products have been milled specifically to your requirements.

Standard or Custom Product - Non Conforming

You have up to ten days from receipt of product to alert Kaltimber to any discrepancies between the specifications of the product received and the specifications of the product ordered. If you believe the product you've received is different from what you ordered:

• You must please notify Kaltimber in writing of this discrepancy within ten days of receipt of product (email info@kaltimber.com). Your notice must clearly spell out in what way(s) the product does not conform to the specifications (feel free to include pictures that illustrate the point).

• Kaltimber Customer Service will promptly contact you in order to resolve the issue.

• If Kaltimber finds that the product shipped does not match that which was ordered, Kaltimber may at its option:

o Replace or remill the defective material in a timely manner (you will be asked to return the defective product to Kaltimber with shipping paid by Kaltimber), or

o Credit you for the non conforming material once we receive it back at Kaltimber in good condition (you will be asked to return the defective product to Kaltimber with shipping paid by Kaltimber).

• Hairline crack can occur at any time due to the nature of the wood (hairline tolerated 5-7cm length and eye up to 2cm diameter. Accepted up to 15% of the overall volume ordered.

# 3. Payment Terms

Standard payment terms are 60% deposit and balance once order is completed. Production will start either once deposit is received or when factory schedule allow it. Production time is quantity of working day (out of National and local days off and ceremony) to complete the order. It is NOT the production schedule. It is client sole responsibility to check factory availability. Kaltimber cannot be held responsible for any miss understanding of production schedule. If you have provided your credit card information to Kaltimber (for example, to pay the initial 60% deposit), Kaltimber will automatically charge your credit card for the final balance if full payment is not received within 15 days after e-mail notifying order completion.

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## 4. Quote Validity

Quote is valid for one (1) month only after the "date" section. Any deposit made after that time frame can result in extra-charge on the final invoice as well as different production schedule.

### 5. Discount

Discount is applied only on standard full process decking and flooring products. Any extra such as joist, batten, framing, finishing (oil and varnish), spare wood, specific profiling (Teak T&G, T&G end matching, Ulin T&G end matching) are not subjected to any discount.

## 6. Order Completion

Upon receipt of your deposit, your order will be placed in Kaltimber's production queue. Upon completion, you will be invoiced for the balance and once your account is finalized, your order will be shipped.

Except other/prior written and signed agreement, this quote is valid for maximum 6 months after down payment is confirmed by our finance department via e-mail. Buyer accepts that any delays out of Kaltimber responsibilities can result in extra charge up to 7%.

Any form of cancellation, regardless of the reason, including force majeure, after the deposit has been made may be subject to full payment at the discretion of Kaltimber. In the event of cancellation, Kaltimber may also choose to re-arrange the production schedule to accommodate the initial order, ensuring efficient use of resources and minimizing any impact on ongoing projects.

### 7. Partners and Recommendation

Kaltimber cannot be held responsible for any problem rising due to the use of or collaboration with one of our partner and/or recommendation, This is including, but not limited to, installation, finishing, defects after product acceptance, transports, export taxes, etc..

# 8. Shipment Terms

Export shipment is not handled by Kaltimber. Any specific packaging requirements for exporting must be discussed with Export Cargo Company. Whilst, local shipment in Bali area can be handled by Kaltimber. Delivery is meant to carry goods by any transportation from Kaltimber to the site. At Kaltimber we do not handle the loading and unloading of finished goods. If you choose to send your own pick-up for your order, please ensure that you have sufficient work force available to handle the loading process.

# 9. Installation of Product

Kaltimber cannot and does not take any responsibility for installation issues or problems resulting

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from installation of any of our products. This means that you accept full responsibility for such issues which can include lost labor, removal labor, re-installation labor and/or materials for any reason including the following:

• Failure to properly inspect and reject products prior to installation.

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• Failure to follow internationally recognized standards on flooring installation and maintenance guidelines for hardwood floors.

- Failure to use a licensed/ suitably skilled hardwood floor installer.
- Failure to follow Kaltimber's instruction manual if available for that specific product.

### 10. Product Storage

### Storage Fees

Kaltimber does not charge for storage for the first month after completion date. After this, we charge Rp. 500,000 per m3 per month for the first m3, plus Rp. 50,000 per additional m3. Please note that we do not have insurance policy for stored goods at this time.

#### Ownership

At the time your materials are placed in storage, ownership passes to you and the materials become your sole property.

Liability for Consequential Damages

In the event of loss or damage, neither you nor Kaltimber will be liable for any loss of profit, special, indirect, consequential, or other damages whatsoever.

#### Release of Materials

Your materials will be released for shipment to you upon your authorization provided that you have paid all charges including shipping.

#### Abandonment

If your materials remain in our storage for more than 6 months, we will make every effort to contact you to arrange shipment or an extended contract. If, after good-faith efforts to contact you, we are unsuccessful and provided that it has been at least 15 months since we shipped your materials to storage, Kaltimber reserves the right to dispose of your materials without any remuneration to you.

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### 11. Consent to Use Name, Quotes and/or Photos

I hereby give Kaltimber (owned PT Bali Furniture Hunter) the absolute and irrevocable rights to use my name, company name, quotes and/or photos and images on the Internet (World Wide Web), in print publications, video and multimedia presentations, and/or for any purpose which may include, but not limited to display, public relations, marketing, or designs.

I understand that my name and/or the images may be used for display or advertisement for the web site and/or literature published. I hereby waive the right to inspect or approve the images prior to any form of usage. I understand that the images may be modified to be used as design elements. By signing this agreement, or by signing this agreement on behalf of a the company/person you represent, you are giving Kaltimber (owned PT Bali Furniture Hunter) the right to use my name and own the images and use them for any purposes without further approval from me. I am releasing all rights to any images.

This agreement is a permanent licensing agreement that allows Kaltimber (owned PT Bali Furniture Hunter) to use any images, quotes and/or my name and/or company name for any publishing purposes in the promotion of Kaltimber (owned PT Bali Furniture Hunter) I will not hold /or Kaltimber (owned PT Bali Furniture Hunter) responsible for any use or misuse of my name, quotes and/or the images.

I agree to hold harmless, /or Kaltimber (owned PT Bali Furniture Hunter) from any and all actions, claims, and demands a rising out of or in connection with the use of all or any part of the photographs (including computer images or reproductions of any kind), including any editorial or comment which may accompany the images in their displayed format and/or my name. I will not hold Kaltimber (owned PT Bali Furniture Hunter) liable for any errors, negligence, or gross negligence, in the editing or displaying of said images, quotes and/or in the use of my name. I have read this agreement and fully understand the contents herein.

If you refuse to give Kaltimber (owned PT Bali Furniture Hunter) those rights please notify us by email prior to any written tacit agreement, invoice signature and/or payment.

A Bahasa Indonesia version is available on request. If not requested otherwise we consider the set of rules above to be the one governing the sale.

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