



# CONDITIONS OF SALE

**REVIEW:** Please carefully review the SYLVAN SALES ORDER, CONDITIONS OF SALE, and all associated documents. Unless otherwise notified within 24 hours, all conditions, terms, and items in these documents will be considered acceptable in their entirety. Pending credit approval, this order will be processed in accordance to price, terms, size (dimensions), species, estimated quantity, estimated ship date, and all other details listed in these documents. Subsequent change-orders will not be accepted without prior written consent of SYLVAN PRODUCTS, LLC ("SYLVAN")

**CREDIT:** All sales are subject to credit review and approval. For project related shipments, the credit review process will also include a Job Information Sheet for each project, which must be completed and signed by the Customer, and returned to SYLVAN.

**SHIPMENT:** Shipping schedules are estimated based on current orders in place, current inventory, pending arrival of material, stable operating conditions, and the availability of transportation and man-power. Allowing for these considerations, fluctuations in shipping quantities are possible. SYLVAN dismisses all liability associated with any delays in shipment due to strikes, accidents, weather, or other delays beyond our control. If the customer is unable to take delivery as scheduled, SYLVAN retains the option to ship the product to a reload or warehouse, with all associated costs charged to the Customer's account. Upon delivery, delays past the first hour in unloading will also be charged to the Customer's account. All invoices for product shipped, plus the additional charges listed above, are due immediately according to the original terms.

**FALL-DOWN:** Orders that require custom processing may include shop or "fall-down" at a reduced price.

**CLAIMS:** Customer to advise SYLVAN in writing within 48 hours of receipt of material of any claims for shortages and/or disputed quality. All material must be held intact under dry storage for possible inspection. **NO CLAIMS WILL BE ACCEPTED FOR PRODUCT THAT HAS BEEN CUT, INSTALLED, AND/OR OTHERWISE ALTERED.**

**QUANTITY:** For custom-made products, it is standard to order a minimum of 1 to 2% extra to allow for possible trim-backs, installation errors, shop fall-down, or other unforeseen changes. This will help to avoid costly delays and set-up charges associated with re-ordering additional product. Some quantities may be only approximations, based on standard unit sizes and standard weights.

**OWNERSHIP:** Ownership of all product will remain with SYLVAN until the invoices are Paid In Full. SYLVAN also retains the option to cancel any unshipped orders to customers that have invoices that are 30 days or more past due.

**COMMENTS:** Any comments or corrections pertaining to the SYLVAN SALES ORDER, CONDITIONS OF SALE, and/or associated documents should be written in the appropriate location, or listed below, and faxed back to SYLVAN within 24 hours. **SYLVAN FAX: (503) 608-3939**

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Customer's Name *(Print)* \_\_\_\_\_

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_