

## Terms and Conditions of Sale – Pacific Gate Works

1. Within 3 days of delivery, customer must notify Pacific Gate Works of damage which is believed to be caused by shipping. If Pacific Gate Works is not notified within this stated timeframe, we will not be responsible for providing replacement or damage compensation. Upon receiving the shipment the customer is to check all items listed on the bill of lading. Also, on the bill of lading, note any damage, however slight, on the delivery receipt before the delivery truck departs. Damage, or evidence of, may include footprints on the pallet, cracked pallet boards, loose pallet boards, and tears in the protective cardboard.
2. While Pacific Gate Works provides estimate shipping dates and faithfully commits to achieve these days, unexpected occurrences may delay a shipment. One example of this would be rebuilding a product for a particular order because it does not pass our quality standards. In cases of expected shipping delays, Pacific Gate Works will take steps to notify the customer in advance and provide a new shipping date. Pacific Gate Works is not responsible for providing compensation to the customer for such delays. Compensation will not be provided (for example to reimburse customers who may incur unexpected costs for contractor installation services) because an order from Pacific Gate Works did not ship per the originally committed shipping date.
3. In the case of inadvertent part omissions in product shipments (direct from Pacific Gate Works, or as a drop ship from a Pacific Gate Works supplier) Pacific Gate Works is not responsible for providing compensation for project delays or additional installation and/or contractor fees incurred as a result of the part omission.
4. Pacific Gate Works is not responsible for timing related to freight transit. Pacific Gate Works provides estimate ship dates, which is defined as when the order leaves Pacific Gate Works' facility.
5. If upon receipt of the product, any defects of concern are identified by the customer, or any discrepancies to the approved design are observed (for instance dimensions are incorrect), Pacific Gate Works must be informed within 5 days of receipt of the product for disposition. If Pacific Gate Works is not notified within this stated timeframe, we will not be responsible for providing replacement or compensation.
6. Pacific Gate Works will not provide compensation for modifications to the product after the product has been received. This includes but is not limited to wood finishing treatments (painting, staining) and installation services.
7. Cancelled orders will be subject to a cancellation fee. This fee will be a minimum of 3% of the invoice/order acknowledgement total. If the cancellation request is received after the product is already in production, the order may not be eligible for a refund.
8. Returns – Stock items are returnable and have an 8% restocking charge. Non Stock Items are returnable and have a 50% restocking charge. Custom built items are not returnable. To determine if a part is stock, non-stock or custom built, email [sales@pacificgateworks.com](mailto:sales@pacificgateworks.com). Returnable parts must be received by Pacific Gate Works in new condition and in original packaging before any applicable refunds can be applied. Customer is responsible for return shipping. Items that are not returnable include but are not limited to, gates, columns, parts that are a portion of an item sold as a package (example GatePaks), gate operators, purchased from Pacific Gate Works are nonreturnable.
9. Sales on custom built products built by Pacific Gate Works products are final. Custom products are products which have been designed and constructed to meet a particular customer's design requirements. Product returns may only be granted for manufacturing defects. Product returns will not be permitted due to the occurrence of common wood characteristics and inherent defects. *Inherent defects* are not considered manufacturing defects.
10. Orders for products manufactured by Pacific Gate Works, that are dimensionally specified on Pacific Gate Works' website (also known as MTO, or Made To Order product), whether placed online or placed with a Pacific Gate Works representative, are final. These products are not returnable and any cancellations are subject to cancellation charges as defined in the cancellation section of these terms and conditions.
11. Pacific Gate Works products are partly or wholly constructed from wood products and may contain defects which are considered *inherent defects* for wood based products. These include, but are not limited to, knots, knot holes, minor splitting along the direction of wood grain which does not impact the structural integrity of the wood, checking at board ends, twisting, cupping, and color variations. While Pacific Gate Works takes steps during the wood selection and manufacturing process to minimize and/or eliminate the occurrence of these types of defects, completely preventing their occurrence cannot be ensured.
12. Wood products are sanded to a minimum of 80 grit however small dents can be visible. While Pacific Gate Works takes steps during the manufacturing process to minimize and/or eliminate their occurrence, completely preventing their occurrence cannot be ensured. Small indentations or defects (less than .25in wide max and 1/16" deep max) are not considered manufacturing defects and products may not be returned for this condition.
13. Pacific Gate Works products are composed of wood species which are typically considered suitable for outdoor purposes. Wood selection is based on dimensional stability, weather resistance and rot resistance. Pacific Gate Works' wood products must be treated and maintained properly to increase longevity and structural stability. These treatments include applying a suitable oil based or water based stain, or suitable water proofing product. Failure to provide proper preventative maintenance of the wood products may cause excessive cracking, warping, cupping, end grain checking, joint failure as well as other defects inherent to wood.
14. Painted Gates: Custom Color Matching: While color matching is generally accurate, it is not exact. Differences in ambient lighting as well as sheen levels (matte, semi-gloss, glossy) can affect the appearance of the color. Color matching is done on a best effort

basis. Tongue and Groove Slats: Gates painted by Pacific Gate Works are shipped with touch up paint. Over time, minor expansion and contraction in the tongue and groove slats can reveal an unfinished portion of the 'tongue' portion of the tongue and groove. The touch up paint can be used to touch up this unfinished area.

15. Unfinished, oil-stained and spar urethane (clear coat) finished gates: Due to the natural tonal variation of Western Red Cedar, the color of an unfinished, oil stained or spar urethane finished gate may vary from board to board. Additionally, gates finished alike may show variation from gate to gate. Expected tonal variation examples are displayed online in the 'Finishing and Maintenance' section.
16. Upon request, handleset and deadbolt hardware can be preinstalled and tested for functionality. Typically, the handles and deadbolt covers are removed and placed in a separate container for shipping purposes. Thumb latches and hinges, unless otherwise specified on design drawings, are not preinstalled and are shipped in separate shipping containers.
17. Gate frames specified as 2 1/8" thick are built as a plied construction; that is two boards which are laminated together with adhesives and without fasteners. Plied components are stronger than a monolithic construction because of the opposing wood grain patterns.
18. Steel support frames are externally mounted rather than internal to the wood gate frame unless otherwise specified. A steel frame is not required for all of the gate designs. If it is required, it will be noted on the design drawing which is submitted to the customer for review and eventual approval.
19. For orders which require custom design work generated by Pacific Gate Works and ultimately approved by the customer (in other words the order type is such that is not approved for build by virtue of the online ordering process):
  - a. "Lead Time" is defined as the time between the date that design approval is conveyed in writing by the customer, and the date that the order ships from our facility. For orders that do not require customer design approval, "Lead Time" is defined by the ship date as noted on the website.b. "Design Approval" is defined as the documented conveyance by the customer, to PGW, that submitted documents are acceptable to fabricate as-is, without further modifications needed. If modifications to submitted design documents are required, a revision should be requested by the customer. Design approval can then be conveyed based on revised design documents.
  - b. approval may be conveyed by signing, dating and faxing a drawing to Pacific Gate Works or by responding via email concerning the approval. Designs are submitted to the customer via email, fax or physical mail. Pacific Gate Works faithfully takes steps to ensure that all pertinent design information is conveyed to the customer, and it is the customers' responsibility to determine if the design information on the drawing is accurate and will meet their requirements. Components included as part of the gate design (latches, hinges, jambs/posts, steel support frames, decorative accessories, etc) are typically noted on the design drawing and/or Bill of Materials (BOM), and their absence would indicate that the item is not considered part of the order to be supplied.
  - c. If during the design approval process, Pacific Gate Works does not receive a written or verbal request to (1) revise a design(s) or (2) approve a design(s) for a given order within 30 days of Pacific Gate Works submitting the most recent design via email, Pacific Gate Works reserves the right to cancel the order and apply cancellation charges as noted above in the cancellation section, in addition to the applicable credit based on any down payments.
  - d. The 'Customer' is defined by the person or company that is providing payment for the product. The Customer is responsible for conveying design approval on gate designs. In the case where the customer is coordinating with a third party on a project, for example an installation contractor, and the Customer would like the third party to provide approval, the customer must provide written approval (email or fax), including the third party name and permission for them to provide the approval.
20. In the cases where Pacific Gate Works is providing 'residential delivery' via a freight company, the freight company will deliver the product to the property of the residence, which may be limited to the driveway. 'Residential delivery' does not include special services, such as placing the product interior to a residence, including but not limited to a garage. This type of service may be provided, however, for an additional charge to be predetermined between Pacific Gate Works and the customer.
21. The Customer is responsible for notifying Pacific Gate Works at least 5 days prior to the scheduled ship date if the Customer will not be available to arrange for/accept delivery for any reason. If the Customer is unavailable for delivery with 3 days of the order arriving at the local terminal storage fees may be incurred; the Customer is responsible for any such fees.
22. Changes to a shipping address must be made through Pacific Gate Works, not through the shipping company. Such requests must come from the Customer. If the change is made after design approval has been provided, a \$90 re-consignment fee will be added to the order.
23. Pacific Gate Works reserves the right to introduce a burned in ('branded') logo on the edge of wood products that is representative of the product; single brand per wood product, size not to be wider than 1.5in and longer than 4in.