

## Product Liability and Return Policy

Most of our products, including Trestlewood® products, are obtained or manufactured from reclaimed or rescued wood. We view this as a tremendous net advantage – you will have a hard time finding new wood which comes close to matching the uniqueness and character of our products. At the same time, some of the very characteristics that give reclaimed wood its appeal create issues whose practical implications need to be considered. Our approach is to try to be up-front with you about the physical characteristics of our wood (as we understand them) and then let you decide how and where to use it. We also try to be up-front with you about us as a company. To this end, we invite you to read "[About Cannon Salvage](#)", a brief summary of who we are and who we are not.

### Product Liability

**With the exception of the limited protection specifically provided herein, all products, including wholesale material batches, frames for reassembly and Trestlewood® products, are sold as-is, with no warranties express or implied.**

We make no warranties or representations relative to the fitness of any products for a particular use or in a particular location. We further make no representations about likely yield percentages or waste factors for your use/application. It is your responsibility to verify the suitability of the products for your project and to determine appropriate quantities to order to account for yield/waste issues. We encourage you to physically inspect products before ordering them whenever possible.

**Product [specification sheets](#) and proposal terms are the primary vehicles used to communicate information about the physical characteristics of our products.**

While samples, photos and other secondary sources of product information can often help you visualize characteristics described on specification sheets and in proposal terms, they should not be relied upon to reach conclusions about product characteristics which are inconsistent with or add to information on specification sheets or in proposal terms.

You should not rely upon statements (verbal or written) made by company employees or partners which are inconsistent with or add to information on product specification sheets, proposal terms or policy documents (including this Product Liability and Return Policy.) Such statements are NOT authorized by Cannon Salvage.

Specification sheets and proposal terms focus on product characteristics, not on the practical implications of those characteristics for your application. Where specification sheets or proposal terms mention specific possible practical implications of product characteristics (and/or set forth possible approaches for addressing such implications,) such notes are intended to provide a "heads up" that you should carefully consider when deciding how and where to use a particular product. Nothing in a specification sheet or proposal term should be interpreted as in any way guaranteeing or warranting the result of a specific method of (1) addressing a practical implication of a product characteristic or of (2) installing or using a particular product. We in no way represent that the specification sheets and proposal terms capture all of the physical characteristics (or even all of the important physical characteristics) of the products, let alone all of the potential implications of those characteristics for your application.

As a service to our customers, we will sometimes make available information originating from others (research, articles, user feedback, etc.) which might be helpful in the process of deciding how to install or use our products. We make no representations or warranties relative to the accuracy of this information or its applicability to your specific situation.

We do not represent our products to be free of metal, dirt or other contaminants. Even when we remove metal from and/or metal detects a product, you are responsible for verifying that the material is fit for sawing or other processing. We accept no liability or responsibility for damage, injury or harm to people and/or property resulting from the processing or use of our products.

Products with (1) chemical treatments of which you are not informed or (2) mold/fungus issues existing at the time of product shipment will be viewed as being a materially different product from that described on a relevant product specification sheet whether or not such a specification sheet actually exists (see Product Returns – item 1.) As with other nonconforming products, you must notify us of treatment or mold/fungus issues within 10 days of product shipment. We accept no liability or responsibility for mold/fungus issues which arise after your receipt of the products.

**Our responsibility for products which do not conform to applicable specification sheets (including the chemical treatment and mold/fungus special cases addressed above) is limited to the replacement of product or the refund of purchase price (see Product Returns.) We accept no other liability or responsibility for rejected and/or defective products.**

## **Trestlewood® and Cannon Salvage Product Returns**

In the event that you are not satisfied with a Trestlewood product or other material purchased through Cannon Salvage, the following specific rules apply in determining return options:

1. Wholesale material batches and frames for reassembly cannot be returned, in whole or in part.
2. If, at the time of shipment, a product is materially different from that described on a signed proposal or applicable specification sheet referenced thereby and the company is notified of the problem within 10 days of product shipment, the company will, at its option:
  - o Replace the product that does not conform to the specification sheet or proposal term or
  - o Refund the purchase price of the product that does not conform to the specification sheet or proposal term.

**Cannon Salvage and Trestlewood accept no liability or responsibility for rejected and/or defective products other than the above-mentioned replacement of product or refund of purchase price.**

3. If a product is not materially different from that described on a signed proposal or specification sheet referenced thereby and the company is notified of the customer's desire to return the product within 10 days of product shipment, handling depends on whether the product is a custom or standard product.

- Custom products: cannot be returned; in determining product return options, any product that is cut to specific dimensions to satisfy the requirements of an order is to be considered a custom product even if the product would otherwise qualify as a standard product.
  - Standard products: can be returned, subject to a 25% restocking fee (customer is responsible for returning the product, in good condition, to the location from which it was shipped or picked up.)
4. Products cannot be returned more than 10 days after shipment.
  5. Products that have been processed or altered in any way cannot be returned.
  6. Products to be returned must be returned through the proper channels. Product returns must be handled by (and any credits/refunds issued to) the customer to whom the product was sold. Cannon Salvage and Trestlewood have no contractual relationship with or obligation to parties other than those with whom it has entered into a direct agreement by means of a signed proposal.