

Fire and Pine

Terms and Conditions

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March 1, 2021

Artwork and Usage

- Fire and Pine retains the full ownership of the artwork and designs created by Fire and Pine. Artwork may not be used for any third party products without the explicit written consent of Fire and Pine. All products produced fully or in part by Fire and Pine may be branded with the Fire and Pine logo, abstract, or alike. Some artwork may be deemed “exclusive” to a specific retailer or location and will not be sold to other customers for resale. Designs however, may be remade or adjusted for other customers when deemed necessary.*1 If artwork is not deemed “exclusive” Fire and Pine reserves the right to sell the design to any customer, wholesale or direct. Artwork thickness, size, hardware, and packaging may vary or change due to changes in processes, materials and lumber. Each piece of artwork is made from scratch to order, therefore once the artwork begins production (order enters the burning process) we are unable to refund the order. Each product’s overall appearance will differ due to the variations in the wood grain, laser burn, cleaning process, batch of coating, etc.*2 Artwork may not be returned or refunded due to the color or tone of wood grain, placement of knots, or imperfections in the surface or back of the wood. Artwork is made one at a time and will not necessarily reflect the images online or any previous artwork made. Although we take steps in ensuring the longevity of our artwork, wood may warp, bow, or cup over time due to changes in temperature, humidity, and potential exposure to the elements.*3 Artwork will not be refunded if improperly handled or misplaced with exposure to the elements. All artwork is intended to be displayed indoors, away from direct sunlight and heating or cooling sources.
- New Artwork Orders - Any order that is placed in the Fire & Pine order management system that contains unapproved artwork will be held in its place for 30 days. Submitting an order via email, in person, over the phone, or through any ordering

software will not be recognized as the placement date. If an orders life extends past 30 days from the order placement date, the order will be canceled. A cancelation email will be sent to the email that is attached to the order management account. Payment that was collected on orders that are canceled will be refunded. Customization service fees will be excluded from the refund. Customers will have the opportunity to continue with their new artwork, however, a new order must be placed in the Fire and Pine order management system.

- Artwork proofs - Once the artwork proof has been approved by the customer or sales rep, the artwork is final and can not be returned or refunded due to misspellings, inaccuracies, or alike. Submitted orders with unapproved artwork will not be placed until all artwork has been approved and a SKU has been issued. Advice to avoid unapproved artwork delays on entire order is to submit two orders separating the newly designed artwork from the existing designs. Any show or ordering special will be honored as if the customer submitted one single order.
- Custom artwork requires a minimum order of 5 pieces or \$300 worth of the new design. A one time \$35 customization fee will applied if minimums are not reached.

Damages and Returns

- Products may be deemed replaceable when the damage in question was proven to be the result of production by Fire and Pine. These damages may be due to a major crack or split which may weaken the structural integrity of the artwork prior to shipment.*⁴ Some minor cracks or splits may be repaired with professional adhesives and bonding agents prior to shipment, causing a minor surface blemish, and therefore will not effect the structural integrity of the artwork.*⁵ These occurrences are not cause for refund or replacement. If the artwork has been damaged during the cleaning or handling process prior to shipment, the artwork is subject to partial refund or replacement.*⁶ The depth of the artwork is not subject for refund or replacement unless it is deemed to have not burned through the entire surface of the paint and therefore is damaged and is due for refund or replacement.*⁷ Damages due to mishandling during shipping will be subject to refund or replacement, though the customer who received the artwork must hold all packaging and thoroughly document damages by way of photographs in order for us to file a claim with the shipping company at fault. Issues with hardware are subject to hardware replacement and a 20% discount. Touch up paint is available on request for minor blemishes.

- All product damages must be thoroughly documented and submitted through our standard Defective Products Claim Authorization (DPCA) form for review. The RMA must be filled out in full and submitted online. Refunds or replacements will be issued within two business days of submission. The DPCA form can be found at the bottom of our website or at www.fireandpine.com/DPCA.

Orders and Payment

- All orders are strongly encouraged to be placed through the website www.fireandpine.com or a sales rep platform. Orders may be placed through email at Orders@fireandpine.com if deemed absolutely necessary. These orders must be typed out thoroughly using proper artwork titles, SKU's, colors, sizes, etc. If orders are not placed following the proper guidelines, delays and unplaced orders are likely to occur at the cost of the customer.
- Payments are accepted via check, wire transfer, and credit card. Paypal and Fundbox payments are also accepted at request. Check is our preferred method of payment. Customers who are placing their order or have been invoiced will be required to complete payment prior to shipment. Order pre-payments are preferred due to the nature of our made-to-order product and process. If turnaround time is greater than two weeks, it will be acceptable to place an order and delay payment for a period of time, however, must complete payment prior to shipment.
- Net terms are optional, which will give the customer the ability to delay the payment due date for 30 days after shipment. This option is reserved for higher volume customers who are in good standing with Fire and Pine. Customers who have a good history, order frequently, and are willing to pay via wire transfer or check will have a greater chance of being accepted for net terms. Any disruption with the good standing between the customer and Fire and Pine will result in the removal of net terms and the customer will be required to prepay for their product at order placement. Fire and Pine reserves the right to remove net terms from any customer at any time for any reason deemed necessary.
- Pricing Tiers - Customers who purchase at a high volume will be granted pricing discounts. Customers who have purchased between \$500 - \$10,000 will have standard pricing. Customers who have purchased \$10,001 - \$30,000 will have access to bronze pricing (5% off standard pricing). Customers who have purchased

\$30,001-\$75,000 will have access to silver pricing (10% off standard pricing) and customers who have purchased \$75,000 or more will have access to gold pricing (20% off standard pricing). Customer tier eligibility is based on the annual customer sales excluding shipping costs. Fire and Pine will review year to date sales on a quarterly basis (or by request) and assign appropriate tier levels. Any price discrepancy due to a timing issue will not be reimbursed.

- Shipping carriers may differ depending on rates and availability. Shipping is charged at cost, plus materials and labor. Freight may be chosen when necessary due to the size or quantity of product. Shipping cost discrepancies may be audited by Fire and Pine at request. You may provide your own freight management company if deemed necessary, though you may not use your own FedEx, UPS, or USPS account when shipping. Shipping carriers may deliver multiple package shipments at different dates even though the entire order has been picked up together. Shipping costs are usually around 10% - 15% of product cost.
- Pickup orders must be picked up at the Fire and Pine headquarters in Ridgeland, South Carolina.

Examples:

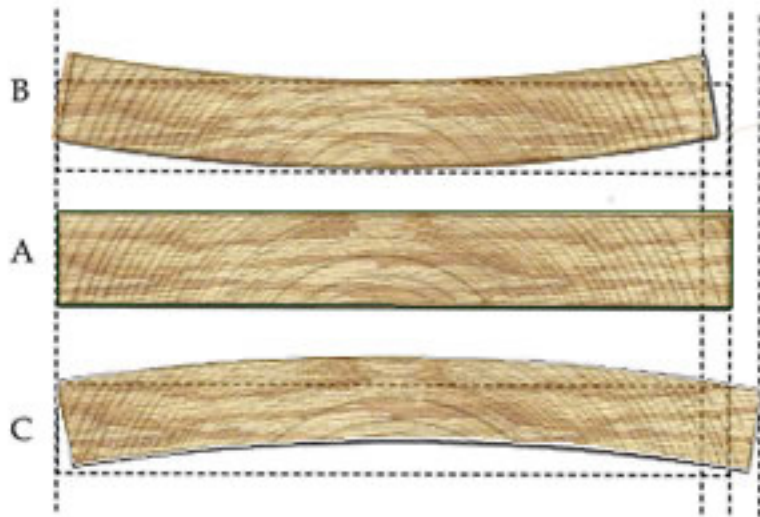
*1) Redesigned artwork of the same location for multiple clients.



*2) Varying wood grain, tone, depth of burn, and knots. Examples below are acceptable variations of artwork.



*3) Example of cupping or bowing due to changes in atmosphere (B and C). If cupping is extreme enough to prevent artwork from being hung please submit the issue via the DPCA.



*4) Structural cracks from manufacturing or shipping that potentially qualify for remakes or refunds.



*5) Surface blemishes that do not qualify for remakes or refunds.



*6) Damaged artwork during production.



*7) Unacceptable burn depth.

