



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 Kitaru 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, Kitaru 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 Kitaru 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 Kitaru in writing and within ten days of your receipt of the product that you wish to return product (email to [info@kitaru-lumberyard-bali.com](mailto:info@kitaru-lumberyard-bali.com)). Your notice must clearly spell out why you are returning the product.
- Kitaru Customer Service will promptly contact you in order to arrange for the return.
- You are responsible for all shipping costs back to Kitaru and Kitaru 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), Kitaru 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, Kitaru will refund the credit balance to you within 30 days of our receipt of product.



#### Custom Product - Conforms to Specifications

- Kitaru 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 Kitaru 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 Kitaru in writing of this discrepancy within ten days of receipt of product (email [info@kitaru-lumberyard-bali.com](mailto:info@kitaru-lumberyard-bali.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).
- Kitaru Customer Service will promptly contact you in order to resolve the issue.
- If Kitaru finds that the product shipped does not match that which was ordered, Kitaru may at its option:
  - o Replace or re-mill the defective material in a timely manner (you will be asked to return the defective product to Kitaru with shipping paid by Kitaru), or
  - o Credit you for the non conforming material once we receive it back at Kitaru in good condition (you will be asked to return the defective product to Kitaru with shipping paid by Kitaru).
- 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 50% 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. Kitaru cannot be held responsible for any miss understanding of production schedule. If you have provided your credit card information to Kitaru (for example, to pay the initial 50% deposit), Kitaru 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.



#### **4. Quote Validity**

Quote is valid for up to 1(one) month after the "date" section. Any deposit made after that time frame can result in extra-charge up to 5% on the final invoice.

#### **5. Discount**

Discount is applied only on standard 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 Kitaru'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 Kitaru responsibilities can result in extra charge up to 7%.

#### **7. Partners and Recommendation**

Kitaru 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 Kitaru. Any specific packaging requirements for exporting must be discussed with Export Cargo Company. Whilst, local shipment in Bali area can be handled by Kitaru. Delivery is meant to carry goods by any transportation from Kitaru to the site. In some case, delivery by Kitaru is including loading but never includes unloading on the site. Would there be specific request for unloading, please discuss firstly.

#### **9. Installation of Product**

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



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 Kitaru's instruction manual.

## **10. Product Storage**

### **Storage Fees**

Kitaru 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 Kitaru 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, Kitaru reserves the right to dispose of your materials without any remuneration to you.



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

I hereby give Kitaru (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 Kitaru (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 Kitaru (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 Kitaru (owned PT Bali Furniture Hunter) I will not hold /or Kitaru (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 Kitaru (owned PT Bali Furniture Hunter) from any and all actions, claims, and demands arising 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 Kitaru (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 Kitaru (owned PT Bali Furniture Hunter) those rights please notify us by e-mail prior to any written tacit agreement, invoice signature and/or payment.



## **12. Integrity & Compliance Notice**

Kitaru strictly prohibits any form of commission, kickbacks, or personal incentives to our team without prior written approval from management. Any Kitaru representative requesting such payments must be immediately reported to management via email at [bruno@kitaru-lumberyard-bali.com](mailto:bruno@kitaru-lumberyard-bali.com).

By proceeding with this quotation, you acknowledge and agree to comply with this policy.

## **13. Confidentiality and Data Protection**

This information may contain confidential and/or privileged material and is only transmitted for the intended recipient. Any review, re-transmission, conversion to hard copy, copying, reproduction, circulation, publication, dissemination or other use of, or taking of any action, or omission to take action, in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this message in error, please contact the sender and delete the material from any computer, disk drive, diskette, or other storage device or media. The data in the quote or invoice or any other documents received from Kitaru are confidential and intended only for the person to whom it was addressed.

**Any form of sharing will be reported to the authorities for further processing in accordance with applicable laws, including Indonesian Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law) and its amendments.**