

To Our Vendors:

Preston Feather has built its business upon the foundation of quality, service, and good relationships. We are committed to providing our customers a great building experience, the <u>Preston Feather Experience</u> that sets the standard in our industry. You, as our valued partners in the supply chain, are critical to this process.

We know in order to meet our customers' expectations for the products and services we provide, we must clearly communicate these expectations and our needs to you. We have developed a process and set of terms that we believe will help do this.

This process is outlined in the accompanying document "Order Processing Terms". It explains in clear terms how we require orders to be placed and confirmed. It also addresses requirements for time lines, communication, logistics, packaging, damage, returns, and warranty claims.

We've polled our best customers to understand products and services most important to them, and how they see their needs changing the next 3-5 years. They tell us homeowners' access to information, advances in building technology and shortages of labor create new challenges and they need us to help reduce construction costs, shorten building schedules, streamline billing and improve their cash flow. We have started measuring our own customer service based on these metrics.

Over the next year you will begin to see better feedback from us on key metrics and scorecards related to your performance. This will help us communicate and continuously improve together. Our goal is to set and maintain reasonable expectations and eliminate costly errors and delays. We will hold no one accountable to a standard higher than that which we have set for ourselves.

Thank you for your consideration and ongoing support.



ORDER PROCESSING TERMS FOR VENDORS

PURCHASE ORDER

All requests for product material must be accompanied by a Purchase Order (PO) and PO Number that corresponds with the issuing location including items purchased at \$0.

ACKNOWLEDGEMENTS

All PO's must be acknowledged via email within 4 hours of order placement and preferably before 4:00 pm EST. Buyer may require faster acknowledgements to meet our customer's needs. No deviations, substitutions, waivers, amendments, or modifications shall be made without the Buyer's consent. All backorders must be prominently noted. If not, Buyer must be notified as soon as possible, in advance of shipment, and has the option to cancel the balance accordingly.

Acknowledgements must include the following: the PO Number; Buyer's name; Bill to Address; Ship Date; Ship to Address; Line Item Description with Quantity, Unit Price and Total Price. Shipping and Handling charges (if applicable) are to be totaled separately, or as a single line item.

PROGRAM PRICING

All Program Pricing must be agreed upon in writing. No change in program pricing can be made unless agreed upon by both Buyer and Seller and must be accompanied by a 30 day notice; in the event of non-notification, pricing prior to increase shall remain in effect. In the event of an inconsistency, the PO shall stand as the governing document and supersede all others.

PURCHASE ORDER CHANGES

All changes must be acknowledged via email within 4 hours of order placement and preferably before 4:00 pm EST. Buyer may require faster acknowledgements to meet our customer's needs. In the event of an inconsistency, the PO shall stand as the governing document and supersede all others.

TIMELINES & COMMUNICATION

Data, specifications, quality documentation, and other documents and/or information must be submitted to the Buyer within 48 hours of request.

Time is of the essence. In the event that the Seller is unable to otherwise meet its delivery commitment and Buyer is required to source product or material from an alternative source, the Buyer reserves the right to cancel PO without penalty.

DELIVERY LOCATION

Under no circumstances may product or material be delivered to a Location other than, or different from, the Ship to Address posted on the PO without the expressed consent of the Buyer. In the event that this should occur, Buyer, or Buyer's Representative, will have the right to refuse delivery. In the event that the delivery is accepted, the Seller may be assessed freight charges to cover additional shipping, handling, and transfer fees.

Revision date: 5-2-18 **2** | P a g e



CORRECTIONS FOR VENDOR MIS-SHIPMENTS

All mis-shipments must be corrected within 5 working days unless otherwise agreed upon by Buyer and Seller.

PACKAGING

All requested product or material must be packaged in such a way as to prevent damage in shipment; in the event of damage, the Buyer, or Buyer's Representative, will have the right to refuse delivery; or if required by circumstance, to take delivery, without implying acceptance thereof.

DAMAGED PRODUCT

In the event of damage, the buyer shall have sixty (60) days from date of receipt to evaluate and negotiate the terms of acceptance or rejection which may include, but are not limited to, the following: return for full credit; renegotiation of purchase price or acceptance of a reasonable discount as decided upon by both Buyer and Seller. The Buyer reserves the right to withhold payment on damaged product or material until such time as the matter is resolved. The Seller will have the opportunity to inspect and evaluate the nature and extent of the damage within a reasonable and appropriate period of time not to exceed 30 days.

For commodity wood products, seller will be notified immediately upon evidence of damaged goods, but no later than two working days; Buyer will provide documented evidence and photos of damage as necessary to support claims.

RETURNS AND CREDITS

Buyer understands that returns may be subject to restock charges and must be in saleable condition. All returns must be processed and credited to Buyer's account by the Seller within 30 days. Seller must provide the Buyer with a Return Materials Authorization/Order subject to inspection by Seller's Representative within 48 hours of Buyer's request.

WARRANTIES & CLAIMS

It is understood by the Seller that Product Warranties begin on the date that the Buyer makes delivery of product or material to its Customer. This shall be evidenced by the Bill of Lading endorsed and dated by the Buyer's Customer, or Customer's Representative.

In the event of a Warranty Claim, a Manufacturer's Representative must respond to any and all claims within 7 working days of the reported claim. If Buyer, or Buyer's Representative, due to circumstances, must settle the claim, either through the distribution of funds or services provided, it shall do so on behalf of the Manufacturer, or its agent(s) and reserves the right to withhold payment on any or all outstanding invoices until such time as claim is resolved to the Buyer's satisfaction.

PAYMENT DISCOUNT

Prompt payment discounts apply but may be extended for delays caused by errors in invoicing, product shipment, quality issues, and/or other good faith disputes.