

## **MODERN RUST PURCHASE AGREEMENT**

Price and Payment Terms. By placing the Order, the Buyer agrees to pay the price of the Goods that is stated in the Order (the "Price"). Payment in full is required at the time of the Order. Buyer authorizes Modern Rust and any payment processing service provider we may engage to charge your credit card for the Goods you purchase through your use of this Website. Buyer represents and warrants that you are the only one who will use your credit card in connection with this Website, and you shall be responsible for any and all uses of your credit card. To dispute or cancel any erroneous charge, you must contact us at [info@modernrust.com](mailto:info@modernrust.com).

We require payment in full before we begin any project. Exceptions may be made for commercial orders. Payment may be completed securely online with a credit card including Visa, Master card, or American Express. You may also choose to call us to place your order (via any major credit card) at 202 241 3404. We can also send you a PayPal invoice.

The Goods you receive may possess unique characteristics commonly found in recycled / reclaimed wood furniture. We will do our best to address your unique style and tastes, but we cannot exactly match any of the images you see on the Website or other promotional material used by Modern Rust or our affiliates. Due to the nature of our products, color, texture, and all other characteristics of our material vary widely. Any variation is acceptable with recycled lumber if the product is structurally stable. These are examples of character marks that can appear in recycled or salvaged lumber: mineral staining, color changes, species changes, weathering, discoloration and staining, rough-sawn, cracking, nail holes, loose knots, tool marks, dents, thickness variations, splitting, and mixed grain patterns. We strongly urge you to view all or our Goods available on the Website to familiarize and understand this variation. By placing an Order, you agree to this variation. If customer has specific standards for items such as color or texture of wood, those standards need to be very clearly put in writing in advance.

Refunds. Our pieces are made to order. Modern Rust, in its sole discretion, may authorize a refund. Return Merchandise Authorization prior to returning the goods will be required, and the order will be subject to a 18% restocking fee. The full amount of the returned Goods less shipping and handling cost, and the 18% restocking fee will be returned to the Buyer once Modern Rust has the Goods back in its possession. The return delivery fee is not covered by Modern Rust. There are no refunds on custom sizes, custom designs, custom finishes or sale/discounted items.

Changes to Order. Buyers may, within three (3) business days, make a written request to change the Order. Modern Rust reserves the right to agree to or decline any requested changes due to availability of materials or any other reason. There are no changes or cancellations for rush or custom orders. If Modern Rust agrees to make changes, the pricing of the furniture ordered will be adjusted according to our pricing in place at the time the changes are requested.

Shipping and delivery policies. As a consideration for our clients we help to organize shipping through third party vendors. The delivery process depends on the availability and scheduling of the shipper. We try and use shippers that are economical for the client, therefore, delivery sometimes takes a bit longer depending on the location of the destination. If you require a designated delivery set for a certain date we will try our best to accommodate your needs but please note that the designated delivery fees will be much higher.

Unless expressly agreed to by the parties in writing, Modern Rust shall select the method of shipment of, and the carrier for, the Goods. Modern Rust may, in its sole discretion, without liability or penalty, make partial shipments of Goods to you. Most orders ship via small shipping companies that make white glove deliveries for us. Please be aware that orders only ship on business days; we do not offer weekend or holiday delivery.

Late Delivery. Any time quoted by Modern Rust for delivery is an estimate only. Modern Rust is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery. No delay in the shipment or delivery of any Goods relieves you of your obligations under these Terms, including without limitation payment for the Goods.

Buyer shall inspect the Goods upon delivery/acceptance and notify Modern Rust upon time of receipt if any Goods are damaged or incomplete. Buyer will be deemed to have accepted the Goods unless Buyer notifies Modern Rust in writing of any damaged or incomplete Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Modern Rust. If Buyer timely notifies us of any damaged or incomplete Goods, we will work to fix or replace such Goods at no cost to you.

Shipping outside the continental 48 States:

Currently we ship to Canada but it requires additional charges to ship. Please email us before you order or expect that we will be contacting you to pay the additional charges after purchase if you are requesting Canada delivery. We do not currently offer delivery to Alaska and Hawaii.