

J. K. Oliver Woodworks

Terms & Conditions of Sale

Hill Country Roots. Authentic Craftsmanship.

These Terms & Conditions apply to furniture and other custom pieces manufactured by J. K. Oliver Woodworks. Together with the client's approved estimate, invoice, specifications, and any applicable written change orders, these Terms & Conditions constitute the agreement between J. K. Oliver Woodworks ("JKOWW") and the client ("Client").

By approving an estimate and submitting the required deposit, Client acknowledges that Client has received, reviewed, understands, and agrees to these Terms & Conditions.

1. PROJECT SCOPE & APPROVED SPECIFICATIONS

Each project will be built according to the specifications identified in the approved estimate, which may include dimensions, wood species, table or furniture design, base style, finish selection, hardware, optional features, delivery, and other project-specific requirements.

The approved estimate establishes the scope of work.

Photographs, inspiration images, renderings, sketches, finish samples, and examples of previous work may be used to communicate design intent but are not guarantees of exact appearance, proportion, color, grain pattern, or other characteristics unless a particular specification is expressly stated in the approved estimate.

JKOWW may make minor construction or technical adjustments that do not materially alter the approved design when reasonably necessary to improve structural integrity, durability, fit, or craftsmanship.

2. PAYMENT TERMS

For custom furniture projects, a 50% non-refundable deposit is required to accept the estimate, reserve production capacity, and authorize JKOWW to begin purchasing or committing to materials and components.

The remaining balance is due upon completion of the project and prior to scheduling delivery or pickup.

A project is considered complete when JKOWW has substantially completed the agreed scope and notifies Client that the piece is ready for delivery or pickup. Minor punch-list items that do not materially prevent normal use of the piece do not delay the obligation to make final payment.

Furniture will not leave the JKOWW shop until all amounts due have been paid in full unless otherwise agreed to in writing.

The non-refundable deposit compensates JKOWW for reserving production capacity and allows JKOWW to make project-specific commitments, including material purchases, outsourced components, design preparation, and production scheduling.

3. CHANGES, REVISIONS & CHANGE ORDERS

Payment of the deposit indicates Client's approval of the specifications contained in the accepted estimate.

JKOWW understands that changes occasionally arise. Client-requested changes after acceptance are subject to JKOWW's approval and may result in additional charges and changes to the estimated completion date.

Changes affecting dimensions, materials, wood species, finish, base design, hardware, construction, delivery, or other approved specifications may be priced to include additional materials, labor, design time, subcontracted services, rework, replacement or discarded materials, shipping, and other costs reasonably associated with the requested change.

JKOWW will communicate the additional cost of a material scope change and obtain Client's written approval before proceeding with the changed work.

Once materials have been ordered or fabrication has begun, some changes may not be practical. JKOWW reserves the right to decline a requested change when, in its professional judgment, the change would adversely affect structural integrity,

craftsmanship, design, material utilization, production scheduling, or the successful completion of the piece.

Communications regarding ideas or possible changes do not modify the project scope unless the change is accepted by JKOWW and approved by Client in writing.

4. PRODUCTION SCHEDULE & COMPLETION DATES

JKOWW will provide an estimated production or completion timeframe based upon its current production schedule and the anticipated requirements of the project.

The production schedule begins after the required deposit has been received and the project has been placed into the production schedule.

All production and completion dates are estimates and are not guaranteed delivery dates.

Schedules may be affected by material availability, supplier delays, weather, equipment issues, Client-requested changes, Client delays, illness, acts of God, or other circumstances reasonably outside JKOWW's control.

JKOWW will make reasonable efforts to communicate significant schedule changes. Clients should not make time-sensitive arrangements for parties, holidays, movers, contractors, or other events based solely upon an estimated completion date.

5. COMPLETION, DELIVERY, PICKUP & STORAGE

JKOWW will notify Client when the project is complete. The outstanding balance becomes due upon notification of completion and must be paid before delivery or pickup is scheduled.

Client is expected to communicate with JKOWW and arrange delivery or pickup within three (3) calendar days of notification of completion.

Unless otherwise agreed in writing, completed furniture must be picked up or made available for delivery within five (5) calendar days following notification of completion.

Beginning on the sixth calendar day, JKOWW may assess a storage fee of \$25 per calendar day until the piece leaves the shop. Storage fees must be paid before the piece is released.

JKOWW maintains an active production shop and cannot guarantee long-term storage of completed furniture. If circumstances prevent Client from accepting the piece within the required period, Client should contact JKOWW as soon as possible. Alternative arrangements are at JKOWW's discretion and may involve off-site storage at Client's expense.

Client is responsible for providing accurate information regarding delivery conditions and ensuring adequate access, including doorways, hallways, stairs, elevators, gates, driveways, and other conditions necessary to safely deliver the furniture.

Additional labor or costs resulting from undisclosed or unexpected access conditions may be charged to Client.

If a scheduled delivery cannot be completed because Client is unavailable, the property is inaccessible, or other Client-controlled circumstances prevent delivery, a minimum \$150 rescheduling fee, plus any additional delivery or third-party costs incurred, may apply.

6. COSMETIC STANDARD — REAL WOOD & NATURAL MATERIALS

JKOWW builds furniture from genuine wood and other natural materials. Grain, color, texture, figure, and natural character are fundamental characteristics of these materials. No two boards—and therefore no two pieces of furniture—are identical.

Our goal is exceptional craftsmanship, not manufactured uniformity.

Natural wood may contain variations in grain pattern and direction, color and tone, figure, knots, mineral streaks, medullary rays, heartwood and sapwood, pores, small checks, and other naturally occurring characteristics.

Where appropriate, JKOWW selects and arranges material to create a visually balanced finished piece. Natural variation, however, cannot and should not be completely eliminated.

Knots, voids, checks, or other natural characteristics may be stabilized or filled as part of the construction and finishing process. Properly executed fills or repairs are not considered defects.

7. FINISHES, SAMPLES & COLOR VARIATION

Every board accepts finish differently. Even boards of the same species may vary in finished color, grain contrast, texture, and sheen.

JKOWW uses finishes intended to complement and enhance the character of genuine wood rather than create the uniform appearance of a synthetic or factory-produced surface.

Finish samples, photographs, renderings, and examples of previous projects represent the general intended appearance of the project. They do not guarantee an exact match.

When Client approves a physical finish sample, JKOWW will use the specified wood species, finish product, color, and finishing process represented by that sample. The completed piece may nevertheless vary because of differences in the natural color, grain, density, and absorption characteristics of the actual lumber used.

Exact matches to samples, photographs, existing furniture, flooring, cabinetry, renderings, or previous projects cannot be guaranteed.

8. DYNAMIC FINISHES & NATURAL AGING

Many JKOWW pieces utilize premium hard-wax oils and other hand-applied finishes designed to preserve the natural appearance and feel of genuine wood.

These finishes are dynamic. Their appearance may vary according to the underlying wood, grain direction, lighting, viewing angle, texture, and other characteristics.

Wood and finish will naturally evolve over time through exposure to light, air, handling, cleaning, and everyday use. Some wood species may lighten, darken, warm, or otherwise change color as they age.

Normal development of color, character, sheen, or patina is not considered a defect.

9. NATURAL WOOD MOVEMENT

Wood naturally absorbs and releases moisture in response to environmental conditions and will expand and contract throughout its life.

Seasonal movement may result in slight dimensional changes, minor changes at joints or panel interfaces, small gaps, minor checking, or other movement consistent with natural wood construction.

Proper furniture construction accommodates reasonable wood movement. Normal seasonal movement that does not compromise structural integrity or the intended function of the piece is not considered a defect.

Furniture should be maintained in a reasonably climate-controlled indoor environment. Damage or excessive movement caused by extreme humidity or dryness, direct heat, prolonged moisture, standing water, improper storage, outdoor exposure unless specifically designed for outdoor use, or improper care is not considered a workmanship defect.

10. HANDCRAFTED CONSTRUCTION

JKOWW furniture is individually built and finished by hand rather than manufactured on an automated production line.

Minor variations in dimensions, joinery, alignment, surface texture, edge profiles, and other details may occur. Such variations are acceptable when consistent with reasonable woodworking tolerances and when they do not materially affect the appearance, structural integrity, installation, or intended function of the piece.

Natural characteristics and reasonable handcrafted variations should not be confused with defective workmanship.

11. THREE-YEAR WORKMANSHIP WARRANTY

JKOWW warrants its workmanship for three (3) years from the date of delivery or pickup.

During the warranty period, JKOWW will evaluate reported issues and, when an issue is determined to result from a defect in JKOWW's workmanship, will repair or correct the affected portion of the piece at JKOWW's discretion.

Covered workmanship issues may include failure of joinery, structural components, attachment methods, or finish caused by improper construction or application by JKOWW.

The warranty does not cover normal wood movement; natural checking; grain, color, knot, mineral, or figure variation; normal aging or patina; ordinary wear and tear; scratches, dents, stains, water marks, heat damage, misuse, accidents, improper cleaning or maintenance, pet damage, moving or transportation damage after delivery, modifications or repairs performed by others, or damage caused by environmental conditions outside reasonable indoor conditions.

Natural cosmetic characteristics described elsewhere in these Terms are not workmanship defects.

Components manufactured by third parties, including metal bases, hardware, or other purchased components, are subject to the applicable manufacturer's warranty when available.

Warranty claims must be reported to JKOWW within the warranty period and accompanied by reasonable documentation of the issue. JKOWW must be given a reasonable opportunity to inspect the piece and determine an appropriate remedy.

Unauthorized repair, alteration, refinishing, or modification by another party may void warranty coverage for the affected portion of the piece.

12. CLIENT CANCELLATION & TERMINATION

Because each project reserves production capacity and may require project-specific materials or components, all deposits are non-refundable.

If Client cancels the project after acceptance, JKOWW will retain the deposit.

If, at the time of cancellation, JKOWW has performed approved work or incurred non-cancellable material, component, subcontractor, or other project-specific costs exceeding the amount of the deposit, Client is responsible for those additional amounts.

JKOWW may suspend or terminate a project for nonpayment, unreasonable Client delay, failure to provide necessary decisions or approvals, unsafe conditions, material misrepresentation, abusive or inappropriate conduct, material breach of these Terms, or other circumstances that make reasonable completion of the project impractical.

If JKOWW terminates a project because of Client breach, Client remains responsible for amounts properly incurred through the termination date.

If JKOWW elects to terminate a project for reasons unrelated to Client breach, JKOWW will provide a reasonable accounting of work performed, materials purchased or committed, and other project-specific costs and will refund any portion of Client's payments exceeding those amounts.

13. LIMITATION OF RESPONSIBILITY

JKOWW is not responsible for damage occurring after delivery or pickup resulting from mishandling, moving, accidents, misuse, improper maintenance, environmental conditions, or modifications by others.

Natural material and finish characteristics falling within the Cosmetic Standard are not defects and do not constitute grounds for replacement, refinishing, cancellation, chargeback, or refund.

Any additional limitations of liability required by applicable law shall be interpreted consistently with Texas law.

14. DISPUTE RESOLUTION

If a dispute arises concerning the project, Client and JKOWW agree first to make a good-faith effort to resolve the matter directly.

If the dispute cannot reasonably be resolved between the parties, the parties agree to attempt non-binding mediation in Hays County, Texas before initiating litigation, except when immediate legal relief or collection of an undisputed amount is reasonably necessary.

Unless otherwise agreed, the parties will share the mediator's fees equally and will each be responsible for their own legal fees and expenses associated with mediation.

15. GOVERNING LAW & VENUE

These Terms and the parties' agreement shall be governed by and interpreted under the laws of the State of Texas.

Subject to the dispute-resolution requirements above, any legal action arising from the agreement shall be brought in a court of competent jurisdiction in Hays County, Texas, unless applicable law requires otherwise.

16. ENTIRE AGREEMENT & WRITTEN MODIFICATIONS

The approved estimate, these Terms & Conditions, and any subsequently approved written change orders constitute the agreement between Client and JKOWW concerning the project.

Prior conversations, text messages, social-media messages, photographs, renderings, sketches, or other communications do not modify the agreement unless the modification is subsequently agreed to in writing.

If any provision of these Terms is determined to be unenforceable, the remaining provisions will remain in effect to the extent permitted by law.

17. ACKNOWLEDGMENT, ACCEPTANCE & AUTHORIZATION

By approving the estimate and submitting the required non-refundable deposit, Client acknowledges that Client has received, reviewed, understands, and agrees to the project specifications and these Terms & Conditions, including the payment terms, Cosmetic Standard, natural material characteristics, change-order provisions, cancellation policy, warranty, delivery and storage requirements, and dispute-resolution provisions.

Payment of the deposit constitutes Client's acceptance of the Agreement and authorization for J. K. Oliver Woodworks to reserve production capacity, purchase or commit to materials and components, and begin work on the project.