

## **Oakwood Veneer Company – OVAL™ - Loyalty Rewards- Terms and Conditions.**

Oakwood Veneer Company – OVAL™ -Loyalty Rewards is a loyalty program offered by Oakwood Veneer Company to its customers (also referred to as “the Program”). These terms and conditions form the agreement (the “Agreement”) between each customer that participates in Loyalty Rewards (referred to as a “Member”) and Oakwood Veneer Company and it's participating affiliates (the “Oakwood Veneer” , “the Company” or “Oakwood Veneer Company”) with respect to the Program. You may contact Oakwood Veneer Company at 1830 Stephenson Highway, Suite A Troy, MI 48083 USA – 1-800-426-6018 (In US and Canada) +1 (248) 720-0288 (outside of US and Canada)

By participating in Loyalty Rewards, Member agrees to the terms and conditions, rules, regulations, policies, and procedures of the Program available at Oakwood Veneer Company Each member is responsible for remaining knowledgeable about the Program Terms and Conditions. Oakwood Veneer Company reserves the right to disqualify any member who has violated any of the Program Terms and Conditions. Oakwood Veneer Company reserves the right to change the Terms and Conditions of the Program or terminate the Program at any time without prior written notice. Communications about Loyalty Rewards, including changes to the Program, will be posted on:

[www.OakwoodVeneer.com/LoyaltyRewards](http://www.OakwoodVeneer.com/LoyaltyRewards)

Oakwood Veneer Company – OVAL™ - Loyalty Rewards Program is open to U.S. and Canadian (and possibly other) persons and corporations over the age of 18 years (for persons). Member is responsible and liable for any tax consequences which may result from Member's participation in the Program. Member should promptly notify the Program of any changes to Personal or Corporation Information such as name, address, telephone numbers, and/or email address either by visiting or calling a customer service representative at +1-800-426-6018 – (Or outside of US or Canada +1 (248) 720-0288)

Membership in the Program is free and no initial purchase is required. All members must fill out and sign a form acknowledging the Terms and Conditions PRIOR to receiving any Loyalty Dollars on any purchases made as a Member.

The Company reserves the right to cancel any Loyalty Rewards Dollars for which it has incomplete, inaccurate, false or fictitious personal or corporate information and all Loyalty Rewards Dollars will be forfeited.

Prior to the ordering of any wood veneer or product with Loyalty Rewards Dollars – the Loyalty Dollars must post to the Members Loyalty Rewards account. The Member must be a in good standing and the Member must not have any past-due payments if they are a net 30 customer.

Thank you for reviewing the terms ("Terms" or "Rules") for the Oakwood Veneer Company Loyalty Program OVAL™ Program. The Terms, together with applicable terms related to any promotional offers provided to you for use with the Program, constitute the entire agreement between you and the Company related to the Program. By enrolling, and continuing to use the Program, you accept these terms, conditions, limitations and requirements. We may make changes to these Terms or terminate the program at any time. **If we make material changes or terminate the OVAL™ program, we will notify you by e-mail and/or US Post the new Terms and Conditions at OakwoodVeneer.com.**

OVAL™ program terms are effective 10/1/2013. For new members, program terms are effective upon enrollment – by acknowledgment and or use of the OVAL Loyalty Rewards program the Member agrees to each and every one of the terms and conditions of the program -

## 1. Eligibility

### A. **Age & Residency:**

Program membership is open to individual and corporate U.S. residents (50 states, DC and Puerto Rico, US Territories or Possessions) at least 18 years of age. Individual and Corporate Residents of Canada, Australia, United Kingdom (and British Overseas Possessions) Including Cayman Islands, as well as various Caribbean Islands may also be eligible. Eligibility will be determined prior to the redemption of points by the Member.

### B. **Becoming a Member:**

All Oakwood Veneer Company customers with certain exclusions as set out in these terms and conditions may become a Member of the Oakwood Veneer Company – OVAL™ - Loyalty Rewards program. The moment of membership comes when the Member fills out the completed application, and signs or electronically acknowledges these terms and conditions and submits the Loyalty Rewards membership application either in writing or electronically.

### C. **E-Mail**

You must provide and maintain a valid e-mail address and promptly update your account with any changes so that we can communicate with you about program changes, rewards and promotional materials.

### D. **Redemption Opportunities**

Loyalty Dollars may be used to purchase Oakwood Veneer products. Loyalty Dollars are NOT redeemable for cash or any cash equivalents.

### E. **Receiving Points**

You may receive points on qualifying products you purchase for your personal or corporate use. However, certain products and services are not eligible for receiving points. Bonus points will not be multiplied.

### F. **Multiple Points/Partial Points:**

Oakwood Veneer Company reserves the right to have various products at various time have multiple or fractional points based upon the product offering. In other-words a specific product may be identified and provided with “Double Loyalty Points” and for every dollar spent on that specific product – Double Loyalty Points and Double Loyalty Dollars will be earned with every actual dollar spent towards the purchase of the Double Loyalty Points purchase. Conversely Oakwood Veneer Company may offer partial points on any specific product and a partial loyalty points and partial loyalty dollar will accrue for every actual dollar earned. Further Details may be provided in future promotions.

### G. **Non-Qualifying Purchases:**

Loyalty Points and Loyalty Dollars will not accrue any of the following: purchases made prior to becoming a member, purchases made for resale, service charges, credit card charges, labor charges, Sample purchases, service fees (including but not limited to credit card fees or other service charges), taxes, GST/HST/PST/VAT, shipping and handling, and certain items or products that are excluded from receiving points.

OVAL™ program points are awarded upon purchase of certain qualifying Oakwood Veneer Company products. As a Program member, you will receive 2 Loyalty Points for every \$1 you spend on qualifying purchases (most Veneer and Edge-banding purchases

will be qualifying purchases where Loyalty Points and Loyalty Dollars will accrue). Loyalty Points are not equal to Loyalty Dollars – ONLY Loyalty Dollars may be redeemed against future purchases of Qualifying Oakwood Veneer Company products. OVAL™ program points and Loyalty Dollars are independent and each of which have no Dollar basis value.

**H. Loyalty Dollars – Posting:**

Loyalty Dollars will post to a member's account no later than 15 days from first of the next month after the purchase date, shipment date, or delivery date. (i.e. If product is ordered on October 15, 2015 then loyalty dollars will post to the member's account no later than November 15, 2015) If you return an item in a qualifying purchase for which you received points, we will deduct the corresponding number of points from your account.

Loyalty Dollars will be based upon the United States Dollar (USD) and all general transactions that Loyalty Dollars will apply will occur in USD. Loyalty Dollars have no actual cash value and have a zero cash redemption value.

**I. How to Keep Your Account Active – Preserving your Loyalty Dollars**

Loyalty Dollars will remain available to all Members for 24 months subsequent to the date of purchase of the original product that generated the Loyalty Dollars. Should a Member fail to purchase products with their Loyalty Dollars then all Loyalty Dollars will be forfeited at that time.

**For Example:** The Member purchased \$5,000.00USD worth of product on November 15, 2014 and purchase generated \$100.00USD worth of Loyalty Dollars on December 15, 2014. The Member must redeem the Loyalty Dollars no later than November 15 ,2016 otherwise the Loyalty Dollars may expire.

**J. Net-30 Customers – In order for a Member to be able to apply (use) their Loyalty Dollars they must not have any past-due payments (over 30 days old) or beyond the written terms of any agreement. Should any customer have any past-due amount on their credit – they will not be able to apply any of their Loyalty Dollars until they bring their credit account with Oakwood Veneer current per Net 30 terms or current per other written agreement.**

**K. Resellers**

Resellers are excluded from the program and from receiving points. If we mistakenly issue points for resale purchases, we reserve the right to deduct those improperly awarded points and/or to invalidate improperly issued reward certificates as well as to terminate such accounts.

If you are found, in our sole discretion, to be a reseller, your account may be terminated in accordance with Section 7 below.

**2. Calculation of Loyalty Points and Loyalty Dollars. On most qualifying purchases – every dollar spent will generate two Loyalty Points. One hundred Loyalty Points will equal a Loyalty Dollar. Loyalty Dollars may be redeemed and applied against purchases the same as actual dollars with certain limitations (as set forth in paragraphs 1(F) and 7 of these terms and conditions). Loyalty Points will be calculated on a month by month basis for the sum total of all products ordered during the month.**

**Example A:** Member A purchases \$5,010.00USD worth of veneer or edge-banding product and spends \$200 on shipping and handling for total purchases of \$5,210.00 in Month 1. In Month 2 (on the fifteenth day of the Month or before ) Member A will have 10,020 Loyalty Points and

100.20 Loyalty Dollars available to apply to future purchases. Member A can then apply their 100.20 Loyalty dollars to future qualifying purchases.

**Example B:** Member B purchases \$3,700USD worth of product and \$500 on shipping and handling for a total purchases of \$4,200USD in Month 1. In Month 2 (on the fifteenth day of the Month or before) Member B will have 7400 Loyalty Points and 74 Loyalty Dollars. Member B can then apply their 74.00 Loyalty Dollars to future qualifying purchases.

3. **Redemption of Loyalty Dollars on qualified products only:**

Loyalty Dollars may be redeemed dollar for dollar for any Oakwood Veneer product purchase. Certain purchases may not be redeemed with Loyalty Dollars – including labor, shipping & handling, samples, sample books, vacuum presses, service fees (including credit card service fees, or other similar fees), freight, and taxes (state sales tax or GST/HST/PST/VAT)

4. **Non-Transfer of Loyalty Dollars:**

Loyalty Dollars may not be transferred sold, or assigned in any way – the sale or assignment of any Loyalty Dollars will void the dollars for any redemption value and terminate the Membership of the participating member and invalidate any future membership by the assignee or purchaser of the invalidated points.

5. **Loyalty Rewards Return Policy** – Any product purchased with Loyalty Dollars MAY NOT be returned for credit. In other-words – all sales with Loyalty Dollars are final except for any portion of the sale paid for with actual dollars for credit.

**Example A:** If Member A purchases \$1000 worth of veneer with \$1000 worth of Loyalty Dollars then attempts to return the veneer – Member will forfeit their veneer and will forfeit their Loyalty Dollars in full.

**Example B:** If Member B purchases \$1000 worth of veneer with \$500 worth of Loyalty Dollars and \$500 worth of real dollars or credit – then attempts to return the veneer within the 60 days return window – Member will be able to have a refund for the \$500 of actual dollars spent on the veneer – but will forfeit the balance of their loyalty dollars.

6. **Privacy Policy:**

The Company pledges to not sell or provide any information about your participating in the program to any entity for any reason whatsoever except as required by law or valid Court-order.

7. **Limitations:**

You may not transfer or assign your Program membership or any Program benefits. Only one program membership will receive points in any one transaction. OVAL™ program points, and Loyalty Dollars have no cash value and may not be transferred for any reason whatsoever.

8. **Membership Cancellation and/or Termination by Oakwood Veneer:**

You may cancel your membership in the Program at any time by [email](mailto:info@oakwoodveneer.com) at [info@oakwoodveneer.com](mailto:info@oakwoodveneer.com) - or phone (800) 426-6018 (+1(248) 720-0288 Outside the US and Canada)

If your membership expires or is canceled you may choose to have your points and Loyalty Dollars reserved for future use – or to have your points and Loyalty Dollars voided and cancelled. If your account has a negative points balance, we may immediately cancel or reverse any or all outstanding points.

We may terminate your account because of conduct that we determine, in our discretion, violates these Terms or any applicable law, involves fraud or misuse of Program membership, or is harmful to our interests or another customer or loyalty points member. We also reserve the right to deny future membership if we deem your conduct to violate these Terms. Our failure to

insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

9. **Member Communications:**

For information about your membership, contact The Company by phone (1-800-426-6018) or by [email \(info@oakwoodveneer.com\)](mailto:info@oakwoodveneer.com) or phone (+1-248-720-0288

Or, you can contact us by mail at:

Oakwood Veneer Company  
1830 Stephenson Highway, Suite A  
Troy, MI 48083 USA

We may, in our discretion, change these Terms, Conditions of Use or Privacy Notice, or any aspect of Program membership. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

10. **General Program Information:**

Program Terms are void where and to the extent prohibited by law. Taxes may apply where required by law. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

11. **Limitation of Liability:**

IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN OAKWOOD VENEER COMPANY CONDITIONS OF USE, IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE PROGRAM. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT YOU SPENT ON QUALIFYING PURCHASES IN THE MOST RECENT TWELVE-MONTH PERIOD. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12. **Dispute Resolution:**

In consideration for participating in the Program, except for intellectual property claims, you agree that if you have a dispute with The Company about the program, you will try to resolve the dispute through negotiation with the Company. If agreement cannot be reached through negotiation, you agree to seek resolution only through the Courts of Oakland County Michigan and that the laws of the State of Michigan will govern the substantive resolution of the matter.