

Terms: Payment terms are stated on the face of the invoice. In the event of Buyer's default of any obligation for payment, Seller has the option to cancel an order or delay shipments thereunder without liability for cost or expenses arising out of cancellation or delay. A finance charge of 1-1/2% per month will be charged on past due accounts. Buyer is to pay all fees required to collect past due accounts. A returned check fee of \$25.00 will be charged each time a check is returned uncollectible.

Warranty: Seller warrants that the prices and other conditions of sale do not violate any applicable government order or regulation. Seller has good title free of any security interest or other lien or encumbrance. Seller does not guarantee any size or grade of hardwood lumber or flooring against cupping, shrinking, warping, buckling, rot, termite or beetle infestation; and due to the quality difference between domestic and import plywood, Seller does not guarantee import plywood against glue bleed through, sand through, checking and other manufacturing defects which would impair the fitness for use. No change in or modification of these terms of sale shall be valid and except as set forth herein, seller has made no warranty or representation express or implied relative to the merchantability for any particular use or purpose (disclosed or undisclosed) on any goods within the scope of this sale.

Limitation of Liability: Buyer assumes all risk and liability with respect to the results obtained by the application, use, or processing of the goods sold, whether used alone or in combination with other products. Buyer shall defend, indemnify and hold Seller harmless against any and all loss, cost, damages and expenses and any and all claims therefore, made by any person for any injury (including injuries resulting in bodily injury or death) or damages claimed by any person for or on account of any damage to property, incident to or arising out of such application use for processing of the goods sold. SELLER SHALL NOT BE OR BECOME LIABLE FOR, NOR SHALL BUYER BE ENTITLED TO, ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, UPON ANY THEORY OF LIABILITY AND IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER FOR DAMAGES OF ANY KIND UPON ANY THEORY OF LIABILITY EXCEED THE PRICE OF THE GOODS SOLD UNDER THIS AGREEMENT. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL DAMAGE CAUSED BY BUYER'S HANDLING, TRANSPORTATION, FINISHING OR ANY ALTERATION OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO SANDING, STAINING, PAINTING, CUTTING OR DRILLING.

Plywood Warning: Certain plywood products, especially imported products, contain very thin veneers or finishes which are easily damaged in the finishing process. Seller is not responsible for any damage to the product during the sanding, drilling, cutting or staining processes, including but not limited to creases, bubbles, separation of the veneer and cracking.

Estimates: Assistance by Seller in estimating required quantities of material and approximate cost thereof is available with the understanding that the Seller shall not be liable for errors in such estimate, nor shall be committed to a quotation, nor a delivery date.

Price Quotes: Written quotes will be honored for no longer than 30 days and/or subject to prior sale or market conditions.

Returns: All return of goods must be within 5 days of delivery, have prior written approval of Seller, before manufacturing begins, shall be subject to a 20% of invoice restocking charge, and must be accompanied with the original invoice number.

Special Orders: Orders of special nature, specie, size, thickness, cut, core, face, non-stock products, etc. are subject to special quotation and may not be cancelled after acceptance by Seller. Seller reserves the right to require 50% advance payment on such orders.

Warning: Drilling, sawing, sanding, or machining wood products generates wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection. Particle board and many plywoods contain urea-Formaldehyde resins. Formaldehyde can cause health problems, and can be irritating to the eyes and upper respiratory system to susceptible persons with allergies or respiratory ailments. Adequate ventilation is recommended.

Force Majeure: Seller shall not be liable for any delay in or impairment of timely performance which is caused, in whole or in part, from fire, flood, sustained unseasonable weather, or other catastrophic event or casualty events, wars, riot, embargo strike, lockout, governmental appropriation or allocation, or martial law, inability or shortage of usual means of transportation, failure of supply of goods or materials, or any other circumstances of commercial impracticability beyond the control of the Seller.