

Sale Terms and Conditions

- PRICE ADJUSTMENT AND PAYMENT:** Buyer shall pay Johnson International Industries, Inc., dba Continental Hardwood Co. (Seller) the amount shown on Seller's invoice for all goods sold to Buyer within the terms stated on the invoice. No price adjustments will be made after date of shipment. A late payment charge of 1½ % per month on the unpaid balance will be made on all past due accounts. Should this rate exceed the maximum rate that is lawful under the circumstances, that maximum rate shall apply. The maximum rate shall be governed by the law of the state of the Buyer's designated billing office. Errors on an invoice or order acknowledgment are subject to correction by Seller. Any payment from Buyer that is returned for insufficient funds will incur a \$75 NSF fee added to the amount due.
- PURCHASE ORDERS AND CANCELLATION:** No order for the purchase of goods from Buyer shall be effective until accepted by Seller. All accepted purchase orders shall be subject to these Terms and Conditions notwithstanding any contrary terms in Buyer's purchase order or other documents, which are rejected by Seller. Buyer may not cancel or terminate an order, except with Seller's written consent and only then upon payment of reasonable termination charges set by Seller.
- QUANTITIES MAY VARY:** Seller's shipments of goods ordered by Buyer may increase or decrease by 10%. Shipments with such quantity variations shall be accepted by Buyer as compliant with Buyer's order.
- LOADING/UNLOADING:** Seller is not responsible to load Buyer's will call vehicle. We may assist in getting materials to your vehicle, however, the Buyer is responsible to load, position and secure the load and make sure it is within weight tolerances. Seller is not responsible for damage to your vehicle or the materials during loading or in transit or for any damage the load does to other property or people. Seller is not responsible to unload material delivered to Buyer. Buyer is responsible for any damage done to material or delivery vehicle during unloading process.
- PRODUCT CARE:** The Buyer acknowledges the need to take great care in handling and storing wood products to ensure that the moisture content of the wood, as well as the relative humidity of wood's place of origin, place of storage, place of utilization and place of ultimate use are specifically considered by the Buyer at every stage to ensure the final product will be fit for its intended use.
- DISCLAIMER OF WARRANTIES:** We expressly warrant unencumbered title to the merchandise covered by this invoice and it will meet the description, grade and condition of the merchandise as described in our order acknowledgment and/or invoice. ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, OTHER THAN THOSE DESCRIBED IN THIS PARAGRAPH, SHALL BE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. THIS EXCLUSION OF WARRANTIES APPLIES TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE BUYER WILL DETERMINE SUITABILITY OF ANY PRODUCT FOR ANY SPECIFIC PURPOSE, NOT THE SELLER. IN NO EVENT SHALL SELLER BE SUBJECT TO OR LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- EXCLUSIVITY OF REMEDY AND LIMITATION OF DAMAGES:** THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR DEFECTIVE GOODS OR SERVICES SHALL BE, AT SELLER'S OPTION, REPAIR, REPLACEMENT OR REFUND OF PURCHASE PRICE. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FOR BREACH OF WARRANTY (EXPRESS OR IMPLIED), TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, FOR ANY ACTUAL, INCIDENTAL, CONTINGENT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR OUT OF THE GOODS PURCHASED HEREUNDER, INCLUDING, BUT NOT LIMITED TO NO LIABILITY FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OR GOODS, COST OF CAPITAL, COST OF SUBSTITUTES, ADDITIONAL COSTS INCURRED BY BUYER OR CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES.

8. **CLAIMS AND RETURNS:** Buyer waives claims against seller unless (1) claim is made in writing to the main office of Seller within ten days of arrival of the merchandise, and (2) shipment is kept intact until inspected and released by an authorized Seller management representative. **RETURNS:** No return of goods without written authorization from Seller. Returned goods subject to 25% handling charge. All return freight charges paid by the Buyer. No return of custom manufactured orders.
9. **COSTS AND ATTORNEY'S FEES:** In any suit, action or appeal to interpret or enforce any transactions between Buyer and Seller, Seller shall be entitled to recover its costs incurred therein, including but not limited to reasonable attorneys' fees, court costs and other out of pocket expenses, including attorneys' fees and costs in both trial and appellate courts and in any bankruptcy court.
10. **JURISDICTION AND VENUE:** All transactions shall be governed by and construed in accordance with the laws of the State of Washington. The King County Superior Court shall have jurisdiction and venue of any action or proceeding arising out of or related to the negotiation, execution, performance, breach or enforcement of any transactions between Buyer and Seller, at the discretion of the Seller.
11. **DELAYS AND FORCE MAJEURE:** Seller shall not be in default or otherwise responsible for any delay in performance or delay in delivery caused by circumstances beyond its control, including, but not limited to, and act of God, fires, floods, weather conditions, wars, government actions, accidents, labor troubles, labor shortages, unavailability of materials, unavailability of equipment, or unavailability of transportation. Seller may, without liability to Buyer suspend its performance whenever Seller's performance is delayed or prevented by causes beyond Seller's reasonable control. If such conditions continue for 90 consecutive days, Seller may terminate without liability its performance to Buyer.
12. **FACSIMILE AND COUNTERPART SIGNATURES:** Transactions may be executed in two or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures will be treated as originals.
13. **ENFORCEABILITY:** If any portion of this agreement shall be found to be unenforceable, that portion shall be stricken and the remainder shall be enforceable.