

All sales are subject to Torgerson Forest Products, Inc. ("Seller") Terms and Conditions of Sale set forth below. The sale of goods described on the customer's invoice ("Goods") is made on the express condition that Buyer assents to the promises, terms, and conditions set forth below, whether or not they are additional to or different from any terms and conditions proposed by Buyer. Seller objects to Buyer's additional or different terms. Seller reserves the right to change its terms and conditions without written notice.

**1. Seller Approval.** All orders are subject to approval by Seller.

**2. Prices and Taxes.** All prices quoted or charged for Goods shall be FOB Seller's plant, unless otherwise agreed. Prices do not include sales, excise, use, or other taxes measured by the sales price of the goods sold or arising under such sale. Buyer shall pay any and all such taxes.

**3. Terms of Payment.** Terms of payment are stated on the face of the invoice. Invoice amounts not paid when due are subject to a late charge 1.5% of the unpaid balance to be imposed upon any amount overdue for each month or fraction of a month the amount remains unpaid. In case of transfer of business, insolvency, or suit begun by any other creditor, bills become due immediately. If payment not made in accordance with terms herein specified expenses of collection, if incurred, shall be paid by purchaser, this includes attorney fees, whether or not there is a lawsuit. If there is a lawsuit for collection, it also includes court cost and any attorney fees on any appeal.

Errors on order or on invoice, are subject to correction.

**4. Quantities Vary.** Seller's shipments of Buyer's ordered Goods may increase or decrease by 10%. Buyer shall accept shipments with quantity variations of 10% as compliant with Buyer's order.

**5. Delivery of Goods.** Seller will deliver Goods by placing the Goods with a carrier for delivery to Buyer. Delivery dates are estimated only. In no event shall Seller be liable to Buyer or any third parties for any damages of any kind, direct or indirect, in the event of delayed delivery. In the event of any such delay, Seller shall have such additional time within which to perform its obligations as may be reasonably necessary under the circumstances.

**6. Pickup Orders.** Materials not picked up within 14 days of order completion shall be subject to liquidation. Any money paid towards the order will be forfeited.

**7. Risk of Loss.** After delivery of the Goods to the carrier, and in other circumstances as provided by law, Buyer shall bear all risks of loss, whether or not the products so delivered are conforming or non-conforming, whether or not a right of rejection exists in Buyer's favor, and whether or not Buyer rightfully revokes acceptance. The occurrence of any such risk shall not release Buyer from its obligations hereunder.

**8. Credit.** Any credit is subject to final approval by an authorized officer of Seller at its main office. All credits will be subject to prior satisfaction of any and all past due balances.

**9. Modification.** No modification of any promise, term or condition of sale shall be of any force or effect unless signed by an officer of Seller. Order modification is done on a case by case basis by severity of changes and may be subject to additional charges.

**10. Claims of Buyer.** As a condition precedent to recovery of any claim of any kind, Buyer must comply with the following. All claims of any kind, except non-receipt, must be made to Seller within three days after receipt of shipment. Claims for non-receipt must be made in writing delivered to Seller within thirty days after receipt of an invoice. Claims of damage must be noted at time of delivery on the shipping documents and countersigned by a representative of the shipping company, failure to do so may result in total loss of Buyer's ability to collect damages from the shipper and releases Seller from their obligations. Liability for breach of warranty or contract shall arise only upon prompt return of the products claimed to be defective at Buyer's expense and after due notice to Seller of the claimed breach, as set forth in this paragraph 8.

**11. Taxes and Other Additional Charges.** In addition to the price for the Goods, Buyer will pay Seller the amount of any excise, sales, use, or similar tax relating to the Goods or their sale, and any freight (unless there is an express freight allowance) stop-over charge, lot loading charge, demurrage charges or the like relating to the transportation or storage of the Goods, which Seller is legally obliged to pay, within ten days after the date of an invoice for the charge.

**12. Inspection.** Buyer has no right of inspection; inspection shall not be a condition to Buyer's duty to pay or to any other duty of Buyer.

**13. No Sales "on Approval" or "Sale or Return."** No sale is made on approval or under a sale or return. Seller may, however, at its sole option, allow a return. Any such return shall be at Buyer's sole risk and expense; return shall be affected only upon actual delivery to Seller or as Seller otherwise instructs in writing. No credit, whether by refund on monies paid or by allowance against monies due, shall be given until Seller's actual receipt of returned products in the same condition as they were when Seller delivered them to the carrier for original shipment to Buyer. Credits are subject to the prior satisfaction of any and all past due monies owed to Seller.

**14. Acceptance of Delivery.** Upon arrival of the material order via freight note, any claims of damage or defect on the original bill of lading. Secondly, any claims of damaged or defective material are to be documented with photographic proof. All claims must be submitted within 72 hours of delivery via email and telephone contact, along with the photos and the list of material claimed to be damaged or defective. In the event that damaged/defective material needs to be returned to Seller, it is the Buyer's sole responsibility for packaging and reloading of the material for return to Seller.

**15. Unauthorized Returns.** Product returns made without the express written consent of Seller including refused shipments without the prior consent of Seller constitute unauthorized returns. Unauthorized returns not accepted and will incur unloading charges, storage fees, disposal fees, etc. Buyer accepts responsibility for the outbound and return freight charges and a 20% restocking fee. Services performed including milling, pulling to specification, packaging, and crating are non-refundable. All sales of custom items, including custom flooring, millwork, stair components, and S4S lumber are final. No returns will be accepted on unused or leftover product. Returns on unopened accessories are subject to a 25% restocking fee.

**16. Deposits.** Refunding of deposits are reviewed on a case by case basis by an authorized officer of Seller, deposits may be forfeited in the event that Buyer cancels their order after processing has started.

**17. Warranties.** There are no implied warranties in this sale. Seller expressly warrants unencumbered title to the lumber to be shipped and that it will meet the description, grade and condition of the lumber invoiced. All other warranties are specifically excluded, including warranty of merchantability and the warranty of fitness for a particular purpose. Seller shall not be liable for incidental or consequential damages.

**18. Governing Law.** This Agreement, all transactions made under this Agreement, and all claims arising out of or in connection with this Agreement, shall be governed by the laws of the State of Oregon.

**19. Arbitration.** Any and all claims arising out of or in connection with this Agreement shall be subject to binding arbitration under the then-existing rules of Arbitration Services of Portland, Inc. within either Multnomah or Washington counties.

**20. Grading Rules.** Unless otherwise definitely stated, the lumber will be furnished and this transaction will be governed by the official grading and dressing rules together with the shipping practices and provisions incorporated by the Lumber Manufacturers Association covering the species sold. In case of dispute over grade unless agreed that inspection at time of loading is final, official inspection and provisions governing by the said Lumber Manufacturers Association shall be the basis of settlement. Lumber must be held intact, except in accordance with provisions governing or mutual agreement of buyer and seller, until inspection and settlement is made.

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