

Disdero Lumber Co.

Sales Policy - Terms and Conditions

1. The payment terms for this transaction with Disdero Lumber Co. ("Company") are shown on the face of this Invoice. Cash discounts, when offered, will be allowed only if full payment is received by Company on or before the discount date shown on the invoice, except as provided in paragraph 2. Payments received by Company after the due date are past due and past due accounts may not have further credit extended until the outstanding balances are paid.
2. The balance, if any, which qualifies for a cash discount, as provided in paragraph 1, will be net of freight, sales tax and similar charges. In addition, certain specialty or special-priced items will not qualify for a discount. Such items will be noted on the invoice.
3. A late charge calculated at 1 1/2% per month (18% per annum) of the Invoice Total will be assessed and added on the first of the following month if payment has not been received by Company on or by Due Date.
4. The sales personnel of Company are not authorized to make warranties about the Company's merchandise. Company's employees ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Purchaser and shall not become part of any contract or sale. The entire sales contract between Company and Purchaser will be set forth in the Order Acknowledgement, Invoice and these Sales Policy Terms and Conditions and NO OTHER WARRANTIES are given beyond those set forth in such documents.
5. LIMITED WARRANTY: Company warrants that the merchandise it sells (except as may be further disclaimed on a particular Order Acknowledgment or Invoice) will be the kind and quality described in the order or contract and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within FIVE DAYS after the initial date of receipt by Purchaser (or its authorized representative). Company will, upon written notification, thereof, correct such defects by suitable repair, replacement or refund at Company's option and expense. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESSED OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. Correction of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Company to Purchaser with respect to the goods, whether based on contract, negligence strict tort or otherwise.
LIMITATION OF LIABILITY: Company shall not under any circumstances be liable for special, incidental or consequential damages such as, but not limited to damage to or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods or claims of customer of Purchaser. The remedies of Purchaser set forth herein are exclusive and the liability of Company with respect to any contracts or anything done in connection herein (such as the performance or breach thereof), or from the manufacture, sale, delivery, resale, installation or use of any goods covered by or furnished under contract with Company, whether arising out of contract, negligence, strict tort or under any warranty or otherwise, shall not exceed the price of the goods upon which such liability is base (unless Company elects to repair or replace such goods at its own expense and such repair or replacement exceeds the price of the goods.) Company reserves the right to sell certain goods "as is", without any warranty whatsoever by indication in the Order Acknowledgment or Invoice for such goods.
6. Returned goods will not be accepted, nor will credit for returned goods be extended unless (1) written permission of Company is granted. (2) transportation charges are prepaid by Purchaser or (3) such returned goods are received by Company within 30 days after the receipt of goods by or on behalf of Purchaser. A charge of 20% of the Invoice Amount (but not less than \$10) may be made by Company to cover handling costs of returned goods. Cut materials or other materials furnished according to customer order cannot be returned for credit.
7. In the event that it becomes necessary for Disdero Lumber Co. to retain an attorney to enforce any of the terms of this Agreement, Applicant agrees to pay such sums accrued thereby as reasonable attorney's fees and collection costs whether or not suit or action is commenced. In the event suit, action or arbitration is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable as attorney's fees or collection costs at trial or on appeal of such suit, action or arbitration in addition to all other sums provided by law.
8. Applicant agrees to pay all costs and expenses of collection actually incurred by Disdero Lumber Co. in collecting any amounts due Disdero Lumber Co. whether or not Disdero Lumber Co. retains an Attorney.
9. Purchaser agrees that a signature by Purchaser (or Purchaser's representative authorized to receive goods) on any Order Acknowledgment, Invoice, delivery receipt or other sales receipt is presumed to establish Purchaser's acceptance of these Sales Policy Terms and Conditions.
10. Company reserves the right to reduce, modify or cancel credit limits or credit amounts and to change or modify payment dates, late charge amounts or any other credit sales terms at any time and without any notice whatsoever. Company will not, without prior notice, increase late charge amounts or reduce the discount amount, except as provided herein.
11. These terms do not constitute an offer by Company to sell or to extend credit. Each credit application, request for credit, credit transaction and customer order are subject to approval by Company.
12. All matters relating to the enforcement or interpretation of this sales transaction and this statement of Sales Policy and Conditions shall be governed by the laws of the State of Oregon.
13. The parties to this sales transaction hereby consent to exclusive jurisdiction and venue in either the Circuit Court for the State of Oregon in Clackamas County or in the United States District Court for the District of Oregon and agree that any suit or action to enforce or interpret any matter relating to this transaction may be brought in only one of such courts.
14. Acceptance. Any additional or different terms or conditions stated by purchaser in any acknowledgement form, or in otherwise acknowledging or accepting the sales order, is deemed by company to be a material alteration of the sales order and is hereby rejected by company, unless specifically accepted by company in writing. Purchaser's acceptance of the goods will not constitute acceptance by company of any such additional or different terms or conditions not specifically accepted by company in writing.

WARNING: PARTICLEBOARD, MEDIUM DENSITY FIBERBOARD, PLYWOOD AND VARIOUS OTHER COMPOSITE PANELS ARE MANUFACTURED WITH UREA-FORMALDEHYDE RESIN AND MAY RELEASE FORMALDEHYDE IN LOWER CONCENTRATIONS REFER TO THE MATERIAL SAFETY DATA SHEET FOR THE PRODUCT FOR SPECIFIC HEALTH HAZARD INFORMATION.