

## TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY AGREEMENT FOR QUOTES

This Agreement applies to any quote, order, purchase, receipt, delivery or use of any materials (collectively, "purchased") from Mead Clark Lumber Company, Inc., (Seller) unless you enter into a separate written agreement with Seller.

**Sale Terms:** Seller will be obliged under quote issued to Buyer if Buyer: (1) accepts the quote within 2 days of issuance, and (2) completes delivery within 30 days from date of acceptance, unless Seller extends the time in writing. If delivery is not completed within 30 days due to Buyer's delay, Seller may, at Seller's option, cancel delivery of any part or all of the order, charge those prices in effect on the remaining materials to be furnished at the time of delivery, or honor quote.

Items not listed in quote, if furnished by Seller, will be charged at Seller's prices in effect at the time of delivery.

All credit sales are subject to approval by Credit Manager at the date of delivery.

Unless otherwise specified by Seller in writing, the grades listed in the quote will be furnished in accordance with technical grades of recognized Lumber Manufacturers' Associations.

Payment for materials is due and payable at the time stated in your invoice. Amounts not paid when due bear interest at the rate of 1.5% per month (18% per annum). There is a minimum charge of \$.50 on account balances less than \$33.00. Payment terms: 1% 10th net 30. Delinquent accounts will be closed. Any discount offered will not extend to payments made with credit cards.

If balance due is not paid in full for labor, service, equipment or material furnished, the improved property may be subject to Mechanic's Lien as provided for by law.

**Shipping and Title:** Seller delivers to curb only. Title and risk of loss to materials passes to you once Seller delivers them to curb. Buyer assumes risk and indemnifies Seller when Buyer changes curb delivery.

**Return Policy:** You may return stock items in good saleable condition and your account will be credited according to grade after deducting expense of reloading and shipping, if applicable, and twenty percent yard handling charge. All items to be returned must be returned within 30 days of delivery. Shipping and handling fees (including sales tax) are not refundable. You are responsible for materials until seller received them. This Return Policy is not a warranty. NO RETURN OF SPECIAL ORDER ITEMS. No credit can be allowed for special or detailed millwork. Returned material cannot be damaged or defective.

**General Terms:** This document constitutes the entire agreement between the parties, and Seller shall not be bound by any representation, promise or inducement other than set forth above, and disclaims any statements or representative, verbal or in writing if not contained in these provisions. No employee or agent of Seller (other than any Corporate, in writing) can change or waive the terms and conditions of sale. Custom, or past practice, known or not, shall not waive or change any term or condition of sale. Any change made by a Corporate Officer must be in writing. Failure of Seller to enforce any term or condition of sale shall not constitute a waiver, release or election of Seller's right to enforce the same of a subsequent term or condition of sale.

**Disclaimer:** If performance by the Seller of any of the provisions of any quotation, order, or contract, shall be delayed, prevented, or made impracticable, because of acts of God, or government, war, riot, labor trouble, fire, flood, accident, delay of carrier, inability to procure materials from Seller's sources of supply or transportation, or by any cause beyond the control of the Seller, whether similar or dissimilar to the foregoing, the Seller shall not be liable for any loss or damage of delay occasioned thereby, and in the event Seller, for any such reason, is unable to make delivery at the time delivery is to be made, Seller, at its option, shall be released from any further obligation under this Agreement.

**Limited Product Warranty:** Mead Clark Lumber Company makes available its limited warranty and any manufacturer's warranty on applicable products at its Santa Rosa location. It is Buyer's obligation to inspect materials on delivery. Claims regarding materials patently defective or deviating from specification on delivery must be made in writing within 2 days after delivery. Failure to present a timely claim shall constitute a waiver of the claim, under which Seller shall bear no liability. Under no circumstance shall Seller be liable or responsible for consequential damage and disclaims all express or implied warranties, except to the extent prohibited by law. Any and all claims made by the Buyer concerning defective product must be made in writing within the time frame specified by the manufacturer, if applicable.