

FORD LUMBER & MILLWORK COMPANY, INC.

SALES TERMS

All sales by Ford Lumber & Millwork Company, Inc. ("Seller") are subject to and governed by the following terms and conditions ("Sales Terms"). The customer/buyer ("Buyer") agrees to be bound by these Sales Terms by purchasing or taking possession of any goods, products, and materials (hereafter collectively "Goods") shown on Seller's invoice.

1. Force Majeure. Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of any sale if performance is made impracticable by the occurrence of any events beyond Seller's control including, but not limited to, any one or more of the following: (1) fires, floods, inclement weather, or other casualties or acts of God; (2) wars, riots, terrorism, civil commotion, embargoes, governmental regulations or martial law; (3) Seller's inability to obtain necessary materials (finished or otherwise) from its usual sources of supply; (4) shortage of cars or trucks or delays in transit; (5) existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer; and/or (6) any other contingencies of manufacture, supply, or shipment, whether or not of a class or kind mentioned herein.

2. **EXCLUSION OF WARRANTIES**. SELLER IS NOT A MANUFACTURER AND, THEREFORE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND BY SELLER WITH RESPECT TO ANY GOODS AND/OR PRODUCTS SOLD INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND/OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL MANUFACTURERS' WARRANTIES MAY BE ENFORCEABLE DIRECTLY AGAINST THE MANUFACTURERS BY THEIR OWN TERMS.

3. **LIMITATION OF REMEDIES & DAMAGES**. BUYER'S REMEDIES IN CONNECTION WITH ANY NONCONFORMING AND/OR DEFECTIVE GOODS OR PRODUCTS PROVIDED BY SELLER SHALL BE LIMITED TO RETURN OF THE GOODS OR PRODUCTS AND REPAYMENT OF THE PURCHASE PRICE, OR REPLACEMENT OF THE NONCONFORMING GOODS OR PRODUCTS BY SELLER, AT SELLER'S OPTION. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND/OR COSTS INCURRED TO REMOVE AND/OR REPLACE ANY GOODS OR PRODUCTS FROM A WORK OR STRUCTURE.

4. Notice of Rejection. Buyer shall inspect all Goods furnished by Seller immediately and prior to using or incorporating them into any work or structure. Notice of rejection of any Goods, and/or any alleged nonconformity or defect (collectively "nonconformity") in any Goods, must be made in writing and delivered to Seller within 24 hours of purchase or, if the Goods are delivered to Buyer's job site, then within 24 hours of such delivery. Such notice must state with particularity the basis of the rejection and/or any alleged nonconformity of the Goods and describe with particularity the portion of the Goods being rejected. Unless Buyer provides such notice within such time, Buyer will be deemed to have accepted all Goods in all respects, waived any claims of nonconformity with respect to the Goods, and agreed that the Goods are without any nonconformity. Seller shall have the right to make an on-site inspection of any Goods rejected. Buyer shall take all appropriate actions to protect and preserve any rejected Goods in the same condition that they were in at the time of delivery.

5. Delivery & Acceptance; Title to Goods. Risk of loss passes to Buyer upon delivery of the Goods to the destination designated by Buyer. If delivery is by common carrier, delivery by Seller to the carrier at the point of origin shall constitute delivery to Buyer and thereafter the shipment shall be at Buyer's risk, and any claims of Buyer for loss or damage must be made against the carrier. Until fully paid, Seller expressly retains title to all Goods to secure payment and a security interest in the same. Title to Goods passes to the Buyer upon receipt of full payment of the total purchase price thereof. Upon Buyer's default, Seller may retake possession of the Goods without prior legal process and Seller may pursue any other remedies that may be available to Seller. Any claims for shortages shall be noted on Seller's delivery receipt by Buyer at the time of delivery; otherwise, Seller shall not be responsible for the same. If, upon delivery at job site, there is not present at the job site an employee or agent of Buyer authorized to accept delivery and sign a delivery receipt evidencing delivery of the Goods, then Seller shall have the right to deposit the goods at the job site without obtaining a signed

receipt therefore, and Buyer agrees to liability for payment for all such Goods as if a delivery receipt were signed by an authorized agent of Buyer.

6. Returns. Subject to paragraph 3 (Limitation of Remedies & Damages) above, Seller shall not accept return of any Goods for refund or credit for any reason unless: (a) Buyer produces to Seller the original invoice evidencing Buyer's purchase of the subject Goods from Seller; and (b) Seller, in its sole and absolute discretion, elects to do so. Buyer will pay a re-stocking fee of 20% of the amount of any refund or credit allowed by Seller. Subject to the Limitation of Remedies & Damages provision above, there shall be no returns, refunds or credits allowed on any special order items under any circumstances.

7. Building Codes; Specifications. COMPLIANCE WITH BUILDING CODES, COMPLIANCE WITH PROJECT SPECIFICATIONS, AND THE DETERMINATION OF THE SUITABILITY OF ALL GOODS AND PRODUCTS TO BE USED IN ANY PROJECT OR STRUCTURE (AS WELL AS THE DESIGN AND INSTALLATION TECHNIQUES USED), ARE THE RESPONSIBILITY OF BUYER, THE ARCHITECT, CONTRACTOR, OR OTHER CONSTRUCTION PROFESSIONAL, AND NOT THE RESPONSIBILITY OF SELLER. SELLER SHALL HAVE NO LIABILITY FOR THE SAME.

8. Material Estimates. Any material estimates (and material quantities contained within quotes) provided by Seller are designed solely to provide Buyer with a rough estimate of the amount of material that may be used in a given project. These are based upon calculations and/or information provided by Buyer and they assume, among other things, normal and typical building and construction techniques. The actual amount of material used in a project may vary from the estimate due to a number of factors including, but not limited to, building and construction techniques. Consequently, Seller cannot and does not make any representation or warranty that the actual amount of material needed for any given project will not vary from quantities shown in any material estimate or quote.

9. Finance Charges; Collection Costs. A finance charge of 1.5% per month will be applied to any unpaid balance owed by Buyer to Seller, and Buyer shall pay the same to Seller. Buyer shall pay all costs and expenses incurred by Seller, with or without litigation, in collecting any amount owed by Buyer including, without limitation, attorney's fees and expenses, and expert fees and expenses.

10. Entire Contract. These Sales Terms supersede any and all prior and/or contemporaneous verbal and written agreements and representations between Buyer and Seller, and constitute the ENTIRE CONTRACT between Seller and Buyer with respect to the sale and purchase of all Goods specified on Seller's invoice (except that if Buyer has entered into a credit agreement with Seller, the credit agreement also forms part of the contract). These Sales Terms cannot be modified, altered, or supplemented by any purchase order or other writing from Buyer specifying different or other terms or conditions, or in any other manner, unless the same is done in a formal written addendum to these Sales Terms signed by Seller's President. Otherwise, any attempt by Buyer to add to or vary these Sales Terms shall be void and of no effect.