

# TERMS and CONDITIONS

## This Order is subject to the following terms and conditions:

1. Seller reserves the right to revoke this Sales Order at any time prior to execution by Purchaser and Seller.
2. The delivery date set forth on the reverse side hereof is an approximate date only. Seller shall not be liable for any delays in delivery which are caused by events beyond the control of Seller, including, but not limited to, delays caused by accidents, strikes, inability to obtain labor or materials, or delay in transportation.
3. Any claim for credit due to shortages in the product sold hereunder must be made within 5 days after the Purchaser's receipt of the product.
4. Seller's acceptance of Purchaser's order, as represented by this Sales Order, is expressly conditional on Purchaser's assent to all of the terms and conditions set forth on this Sales Order. If Purchaser does not notify Seller prior to manufacturing or receipt of this Sales Order, the Purchaser will be deemed to have assented to all terms and conditions contained herein and shall be bound by the same. This Sales Order, including the terms and conditions on the face and reserve side hereof, contains the complete and final agreement between Purchaser and Seller. Seller shall not be bound by terms, conditions or alterations or variances with the terms of this Agreement which may appear on Purchaser's acknowledgement, or any other writing unless assent thereto is made in writing and signed by Seller's President or Vice-President. Modification of the terms of this Sales Order shall be ineffective unless made in writing.

"THE SELLER SHALL HAVE THE RIGHT, IN ADDITION TO ALL OTHERS IT MAY POSSESS, AT ANY TIME FOR CREDIT REASONS OR BECAUSE OF THE PURCHASER'S DEFAULT, TO WITHHOLD SHIPMENTS, IN WHOLE OR IN PART, AND TO RECALL PRODUCTS IN TRANSIT, RETAKE SAME, AND REPOSSESS ALL PRODUCTS WHICH MAY BE STORED WITH THE SELLER FOR THE PURCHASER'S ACCOUNT, WITHOUT NECESSITY OF TAKING ANY OTHER PROCEEDINGS, AND THE PURCHASER CONSENTS THAT ALL THE PRODUCT SO RECALLED, TAKEN OR REPOSSESSED SHALL BECOME THE ABSOLUTE PROPERTY OF THE SELLER, PROVIDED THAT THE PURCHASER IS GIVEN FULL CREDIT THEREFOR. IN ADDITION TO ANY OTHER RIGHTS SELLER MAY HAVE, SELLER SHALL HAVE THE RIGHT TO FILE ANY LIENS ALLOWED BY THE APPLICABLE LAW, THE FOREGOING REMEDIES SHALL NOT BE CONSTRUED AS LIMITING, IN ANY MANNER, ANY OF THE RIGHTS OR REMEDIES AVAILABLE TO THE SELLER BECAUSE OF ANY DEFAULT OF THE PURCHASER UNDER THE UNIFORM COMMERCIAL CODE AS IN FORCE AND EFFECT IN THE STATE OF OREGON AS OF THE DATE OF THIS SALES AGREEMENT."

5. For a period of four years from the date of delivery, Seller warrants to the original Purchaser of each product manufactured that such product was manufactured in compliance with the "Approved Shop Drawings and/or Specifications" submitted to Seller by Purchaser, and that such product was manufactured in accordance with APA standards. THE EXCLUSIVE REMEDY FOR ANY DEFECTS COVERED BY THIS WARRANTY SHALL BE THE OBLIGATION OF SELLER TO REPAIR OR REPLACE ANY PARTS OF SAID PRODUCTS WHICH SHALL BE DETERMINED TO THE SATISFACTION OF SELLER, UPON SELLER'S EXAMINATION, TO HAVE BEEN THUS DEFECTIVE.

SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, OTHER THAN STATED HERIN. THE REMEDIES PROVIDED HEREIN ARE THE EXCLUSIVE REMEDIES TO THE PURCHASER, AND SELLER SHALL NOT BE LIABLE TO THE PURCHASER OR ANY OTHER PARTY, FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM, OR DAMAGE WHATSOEVER, FOR INJURY TO PERSON OR PROPERTY, OR ANY CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS RESULTING IN ANY DEFECT IN MATERIALS OR WORKMANSHIP OF THE PRODUCT SOLD.

6. If the shipment of the product is delayed as a result of any conduct by the Purchaser, Seller shall store the product in Seller's storage facilities until such a time as the product can be shipped. The risk of loss shall pass to Purchaser as soon as the product is placed in Seller's storage facilities. Purchaser shall not be liable for any damage to the product while in storage including, but not limited to, damage to appearance, checking or discoloration. Purchaser shall reimburse Seller upon demand by Seller for any costs incurred by Seller in connection with said storage including, but not limited to, rewrapping the product and storage fees. Any delay in shipment by Purchaser shall not affect the terms of payment as provided herein.

7. Seller does not preservative treat. If Purchaser desires preservative treatment Purchaser shall make the necessary arrangements with a wood treatment company. Purchaser must notify Seller prior to manufacture if Purchaser intends to have the product preservative treated. In the event Purchaser has the product preservative treated Seller shall not be liable for the appearance or treatability of the product, the structural integrity of any products that are incised prior to treatment, any delays in delivery because of the treatment, and any problems arising from the treatment including, but not limited to checking, bleeding, lack of retention or lack of penetration.

8. Unless otherwise agreed in writing or stipulated on the face hereof, payment of the purchase price shall be made in legal tender of the United States of America. Payment shall be made in accordance with the terms contained herein, and any balance owing after the expiration of the terms of sale shall bear a service charge of one and one-half percent (1 1/2 %) per month.

9. The law of the State of Oregon shall apply in the construction of this Sales Agreement, and the rights and obligations of the parties hereto.

## HANDLING AND STORAGE INSTRUCTIONS FOR GLULAM BEAMS

### Transit Damage

1. EXCEPT AS PROVIDED IN SECTION 6 ABOVE, PURCHASER SHALL BEAR THE RISK OF ANY LOSS, DETERIORATION OR DAMAGE TO THE PRODUCT AFTER DELIVERY OF THE PRODUCT TO A CARRIER FOR TRANSPORTATION TO PURCHASER.

TRUCK--- When the product is delivered by truck, any damages should be acknowledged in writing to the driver.

RAIL--- If the product is delivered on transit, do not unload until the inspector for the delivering carrier has been contacted and acknowledges the damage and presents you, the purchaser, with a written inspectors report. It is the responsibility of the purchaser to file damage claims against the carriers.

### Protection

#### PROTECTION AFTER DELIVERY IS THE RESPONSIBILITY OF THE PURCHASER

The product should not be dragged or dropped. Care in handling is essential to prevent damage to finished surfaces. Products stored at the job site should be treated with care. If covered storage is not available, the product should be blocked well off the ground, away from moisture. The top and sides should be covered with moisture-resistant paper. Individual wrapped members should have the wrapping slit or punctured on the bottom side to permit drainage of condensation. Moisture-resistant and waterproof wrapping used for protection of the product should be left intact during erection until the product is enclosed within the building. If wrapping is removed at connection points, it should be replaced after the connection is made.

If sealer has been applied to the product it will not necessarily prevent staining by foreign matter, nor should sealer be considered as a waterproofing. If the product is left open to weathering it could result in discoloration and/or checking.

The Product is manufactured with kiln-dried lumber, which inhibits but does not prevent mold. Lumber exposed to moisture after it has been dried will develop mold. It is Purchaser's responsibility to prevent mold properly storing and installing the product.

### USE OF FIRP PRODUCT

The FIRP Product that you are using is a state of the art engineered wood product. High strength reinforcement has been strategically placed in this product. Extreme caution must be exercised to ensure that the fiber is not damaged or altered in any way. If the fiber is damaged or altered contact AMERICAN LAMINATORS immediately.