



SALES POLICY TERMS & CONDITIONS

Date: _____

- 1. General Terms:** The general payment terms for transactions with Specialty Wood Products, Inc. ("Company") are 1% 10 days Net 10th, unless otherwise specified. 1% Cash Discounts, when offered, will be allowed only if full payments are 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 in full. Changes in terms may only be authorized by an officer of the Company.
- 2. Discounts:** 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. Late Charges:** A late charge calculated at 1.5% per month (18 percent annum) of the Invoice Total will be assessed and added from the date invoiced, if payment is not received by Company on or before due date.
- 4. Oral Statements:** The sales personnel of Company are not authorized to make warranties about 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 for sale. The entire sales contract between Company and Purchaser will be set forth in the 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 invoice) will be of the kind and quality described in the order of 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 sole option and expense. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. Correction of nonconformities, with respect to the goods, is the sole remedy and recourse for any claim under this limited warranty.
- 6. 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 customers of Purchaser. The remedies of Purchaser set forth herein are exclusive, and the liability of Company with respect to any contract of anything done in connection therewith (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 based (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 on the invoice of sales receipt for such goods.
- 7. Returns:** Returned goods will not be accepted nor will credit for returned goods be extended unless (i) prior written permission of company is granted (ii) transportation charges are prepaid by purchaser, (iii) such returned goods are received by Company within 30 days after receipt of goods by or on behalf of Purchaser, and (iv) such returned good are received by Company in the same condition as sold without damage or defect. A charge of 20 percent of the Invoice Amount (but in any event not less than \$10.00) may be made by Company to cover handling costs of returned goods. Cut materials or stained materials furnished according to customer special order cannot be refunded for credit.
- 8. In the event that it becomes necessary for Company to retain an attorney to enforce any of the terms of this Agreement, Purchaser agrees to pay such sums accrued thereby as reasonable attorney's fees and collection costs whether or not suit of action is commented. In event suit, action, or arbitration is instituted to enforce any of the terms of this Agreement, the Purchaser consents to the exercise of personal jurisdiction over the purchaser by the state or federal courts located in the City and County of Denver, Colorado, and waives any objection which Purchaser may have based on improper venue or *forum o conveniens*. This agreement shall be construed and enforced according to the laws of Colorado.**
- 9. Purchaser agrees that a signature by Purchaser (Purchaser's representatives authorized to receive goods) on any invoice, delivery receipt, or other sales receipt is presumed to establish Purchaser's acceptance of these Sales Policy Terms and Conditions and the Purchasers' acknowledgement and understanding of the warranty provision and the limitation of the company's liability.**
- 10. Company reserves the right to reduce, modify, or cancel credit limits or credit amounts, and to charge or otherwise modify payment dates, late charge amounts or to reduce the discount amount, except as provided herein.**
- 11. These terms do not constitute an offer by Company to sell or extend credit. Each credit application, request for credit, credit transaction, and customer order are subject to approval by Company.**
- 12. I, Purchaser, hereby acknowledge each of the above terms and conditions, and with my signature, grant permission to write/call the References and Bank provided on page one of this document to obtain credit information. I have read the warranty provisions set forth herein and fully understand them, and acknowledge that they will apply to limit the liability of Company in all further transactions.**

Signature: _____

Date: _____