

## TERMS AND CONDITIONS

The terms and conditions as hereinafter written shall supersede the terms and conditions of Buyer's order in the event of any and all contradictions or inconsistency herewith and no understanding, agreement, term, condition, or trade custom at variance herewith shall be binding on the Seller. Acceptance (by agreement or under Chapter 672 Florida Statutes) of delivery of the order or of any shipment from the Seller to the Buyer constitutes acceptance by the Buyer of all of the terms and conditions set forth hereunder.

## CREDIT AND TERMS OF PAYMENT

Unless otherwise specified terms of payment are net cash, thirty (30) days after date of invoice. Interest at the rate of 1.5% per month (18.0% per Annum) will be charged on past due accounts commencing after the last day of the first calendar month following the date of invoice. Seller may suspend credit and refuse shipment whenever Seller in its sole discretion believes Buyer's credit is unsatisfactory. Or in the event of any agreement or any agreements, contracts, memoranda, or other arrangements relating hereto. Discounts, if allowed, are noted on the face hereof. Invoices will be considered past due the day following expiration of Net terms.

## DELAYS AND FORCE MAJEURE

Orders are accepted subject to delays due to fire, flood, other acts of God, labor troubles, government regulations, failure to secure materials from usual sources of supply, and other circumstances reasonably beyond the company's control.

Should Seller be delayed by any of the above causes, Seller shall be given a reasonable extension of time for performance hereunder. Seller may, during any period of shortage due to any of said causes, supply its own needs first and prorate its remaining supply of such goods among its customers in such manner as Seller in its sole judgment and in its sole discretion shall determine.

## QUOTATIONS

No quotations, estimates, or delivery dates furnished by any employee are accepted as binding unless confirmed in writing by an Officer of the Company.

## DELIVERY

When this sale includes job site delivery, the same covers ground floor delivery at the job site named, unless otherwise specified, and the purchaser assumes responsibility for damage to property when Robbins Manufacturing Company is requested to make delivery beyond curb line. The purchaser agrees to provide suitable roadways or approaches to points of delivery other than on paved streets.

## EXAMINATION OF MATERIAL

Buyer shall examine goods promptly upon receipt of delivery. Buyer shall advise Seller of any damages of shortages thereof prior to acceptance of goods and, except for any latent defects, shall advise Seller of any claims with respect to shortages, damages, workmanship or quality within 5 days after receipt thereof. Failure to so advise the Seller shall relieve Seller from any claim by Buyer for shortages, damages, workmanship or quality and shall constitute a waiver by Buyer of all claims within respect to said goods.

Any lumber covered by this invoice is sold on the official grades of the accepted regional association bureau of grades (ie: SPIB grade rules will govern Southern Yellow Pine,) in effect at time of acceptance of order, and in case of dispute over the quality or quantity, the official inspection of the said Bureau of Grades shall be the basis of settlement. Such lumber must be held intact until inspection and settlement is made. The cost of such lumber inspection shall be borne by Buyer if Buyer's claim is determined by the Bureau to be unjustified. Lumber shortage claims must be supported by affidavit and lumber damage claims must be accompanied by a written statement of the carrier's agent.

## RETURNS

No returns will be accepted without the Company's prior consent. Unless error is made by the Company, a handling charge of 15%. as noted on face of invoice, may be assessed on returns allowed.

Any material returned for credit must be in fully salable condition as new merchandise and must be accompanied with the invoice. There will be a restocking charge for returned material. No special ordered items or mill work are returnable.

## CANCELLATION

Orders, especially any orders of special nature, size, thickness, face, core or cut, may not be cancelled, reduced, changed, amended and altered or suspended without Seller's written consent and payment of reasonable and proper cancellation charges.

## WARRANTIES

Warping and Weathering: Seller does not warrant against nor will it be liable for, warpage occurring after delivery at Seller's shipping point, nor does Seller warrant against, nor will it be liable for checking, leafing, splitting and other weathering of lumber and plywood products.

Warranties: Seller warrants that at the time of shipment, the goods covered by this invoice shall conform, within industry standards and recognized tolerances, to the specific description stated on the face hereof and that such goods will perform according to the standard printed warranties, if any, relating to such goods, subject at all times to the terms and conditions set forth in any such standard printed warranties, which terms and conditions are incorporated herein and made a part hereof. If no standard printed warranty is applicable to any goods covered by this invoice, then there are no warranties with respect to such goods other than those appearing in this paragraph. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE AND SAID WARRANTIES ARE EXPRESSLY EXCLUDED HEREIN, NOR IS THERE ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTY OF ANY KIND.

## TREATMENT

Treatment Specifications: All treatment of wood products shall be done in accordance with written specifications submitted by the Buyer and accepted by Seller before commencement of treatment, or in the absence of such specifications, in accordance with the standards of the American Wood Preservers' Association.

## RISK OF LOSS

The risk of loss shall pass to the Buyer upon delivery to the carrier unless delivery is made by the Company's truck or material is loaded on Buyer's vehicle, in which event the risk of loss shall pass to Buyer upon receipt by the Buyer.

## LIMITATION OF SELLER'S LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING OUT OF ANY DEFECT, DELAY, NON-DELIVERY, SHORTAGE, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, AND ALL SUCH DAMAGES ARE EXPRESSLY EXCLUDED HEREIN. SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF THIS SALE, INCLUDING NEGLIGENCE AND STRICT LIABILITY, IS EXPRESSLY LIMITED AT SELLER'S OPTION TO THE REPAIR OR REPLACEMENT OF THE GOODS WITH RESPECT TO WHICH SUCH DAMAGES ARE CLAIMED OR THE REFUND OF THE ORIGINAL PRICE PAID TO SELLER FOR SUCH GOODS. Buyer shall not set-off or otherwise deduct any damages, whether actual or alleged, from payments due Seller unless such set-off or deduction is authorized in writing by Officers as a whole or partial refund under the provisions hereof.

ROBBINS MANUFACTURING COMPANY makes no warranty, express or implied, or merchantability or that the materials sold under this agreement are fit for any particular purpose. Such goods are purchased 'AS IS'. No agent or employee of Robbins Manufacturing Company has any authority to represent or agree otherwise.

## COST OF COLLECTION AND ATTORNEYS' FEES

Costs of Collection and Attorneys' Fees: In the event of any default by the Buyer and in the event that the Seller must initiate any collection proceedings or must engage in attorneys for any purpose whatsoever relating to this agreement, including, but not limited to seeking the enforcement of its terms and conditions, the Buyer acknowledges, agrees, confirms and warrants, that it is responsible for all costs and attorneys' fees incurred by the Seller.

## ADDITIONAL PROVISIONS

This agreement sets forth and contains all the terms and conditions of all of the agreements, discussions, and negotiations entered into between the Buyer and the Seller.

Any provision of the agreement found to be legally unenforceable will be ineffective as to all other terms and conditions and, will not invalidate any of the remaining provisions.

No delay or omission on the part of the Seller in the exercise of any of its rights hereunder shall operate or be regarded as a waiver of any of the other rights of the Seller set forth in this agreement.

This agreement is binding upon the Buyer and the Seller, and their respective successors, heirs, assigns, representatives, executors, and personal representatives.

The Buyer and the Seller hereby acknowledge, agree, confirm, and warrant that this agreement shall be construed and governed by the laws of the State of Florida.