

TERMS OF SALE

- 1. Price Adjustment and Payment.** No price adjustments will be made after date of shipment. A late payment charge of 1½ % per month on the unpaid balance will be made on all past due accounts. Should this rate exceed the maximum rate that is lawful under the circumstances, that maximum rate shall apply. The maximum rate shall be governed by the law of the state of the buyer's designated billing office.
- 2.** We are not responsible for shortages in stopover cars or for damage resulting from insufficient bracing or other handling at stopover points.
- 3.** Errors on this invoice are subject to correction by Seller.
- 4.** We hereby certify that the goods described in this invoice were produced in compliance with the Fair Labor Standards Act of 1938, as amended in 1949.
- 5. Disclaimer of warranties.** We expressly warrant unencumbered title to the merchandise covered by this invoice and that it will meet the description, grade and condition of the merchandise as described in our order acknowledgment. ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, OTHER THAN THOSE DESCRIBED IN THIS PARAGRAPH, SHALL BE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. THIS EXCLUSION OF WARRANTIES APPLIES TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION WE ARE NOT RESPONSIBLE FOR DAMAGES ARISING FROM LOADING, OVERWEIGHT LOADING OR OTHER HANDLING OF GOODS. IN NO EVENT SHALL SELLER BE SUBJECT TO OR LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 6. Exclusivity of Remedy and Limitation of Damages.** THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR DEFECTIVE GOODS OR SERVICES SHALL BE, AT OUR OPTION, REPAIR REPLACEMENT OR REFUND OF PURCHASE PRICE. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, INCLUDING , BUT NOT LIMITED TO, ANY CLAIM FOR BREACH OF WARRANTY (EXPRESS OR IMPLIED), TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, FOR ANY ACTUAL, INCIDENTAL, CONTINGENT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR OUT OF THE GOODS PURCHASED HEREUNDER, INCLUDING, BUT NOT LIMITED TO NO LIABILITY FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OR GOODS, COST OF CAPITAL, COST OF SUBSTITUTES, ADDITIONAL COSTS INCURRED BY BUYER OR CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES.
- 7. Claims.** Buyer waives claims against seller unless (1) claim is made in writing to the main office of this company within ten days of arrival of the merchandise, and (2) shipment is kept intact until inspected and released by our representative.
- 8. Costs and Attorney's Fees.** If we refer this invoice to our attorneys for collection or enforcement, Buyer agrees to pay all such reasonable attorney's fees, expenses and court costs, without regard to whether a lawsuit is filed, including those incurred in trial, on appeal and in preparation therefore.
- 9. Jurisdiction and Venue.** The laws of the State of Washington shall govern in all matters in dispute or interpretation. Buyer agrees to submit to the jurisdiction of the courts of the State of Washington, and that the venue of any action arising from this transaction, at the option of Seller, shall be laid in King County, Washington.
- 10. Enforceability.** If any portion of this agreement shall be found to be unenforceable, that portion shall be stricken and the remainder shall be enforceable.