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SALES TERMS AND CONDITIONS

GENERAL

The terms and conditions of any account established pursuant to this application and agreement, and any sales made by Re/new Lumber Co., LLC, (Seller), to Applicant shall be subject to the following terms and conditions which Applicant has read and agrees to be bound. Sales shall also be subject to the terms and conditions set forth on Seller's website: www.renewlumber.com and/or other documents from time to time furnished by Seller.

MODIFICATION

Modification of the terms shall be ineffective unless made in writing and signed by Seller's authorized representative. Seller may cancel extension of credit, sale or deliveries at any time without notice.

COSTS AND ATTORNEY'S FEES

In any suit, action or appeal to interpret or enforce any transaction between Applicant and Seller, Seller shall be entitled to recover its costs incurred therein, including but limited to reasonable attorneys' fees, court costs, and other out of pocket expenses. The law of the State of Oregon shall apply in the construction of the sales agreement and shall have jurisdiction over any dispute arising from this agreement.

BILLINGS / PAYMENTS

If any payment is not made when due under these terms and conditions, or by the earlier time stated on any invoice, Applicant agrees that a finance charge of 1½% per month (18% per annum) of the unpaid amount or the maximum amount allowed by law (whichever is less) shall accrue from the date the goods are supplied. Any payment returned for insufficient funds will incur a \$75 fee added to the amount due.

CLAIMS AND RETURNS

Applicant waives claims against Seller unless 1) claim is made in writing within 10 days of arrival of the product, and 2) shipment is kept intact until inspected and released by an authorized representative of Seller. **RETURNS:** No return of goods without written authorization from Seller. Returned goods subject to 15% handling charge. All return freight charges are paid by the Buyer.

RETAINAGES

Any delay in shipment requested by Applicant or its representatives, whether granted or not, shall not affect Applicant's payment obligations or assessment of finance charges on the amounts then due.

WARRANTY

Seller warrants that the goods sold meet the description, grade and condition as described in its Order Acknowledgement and/or Invoice. Seller makes no express or implied warranty as to the suitability for any specific end use.

LIMITATION OF LIABILITY

It is agreed and understood that the liability of Seller with respect to any contract or sale of materials shall not exceed the purchase price of the goods.

UNAVOIDABLE DELAYS

Seller shall not be liable for delay caused by strikes, labor disturbances, lockouts, riot, fire, act of God, delays in transportation, shortage of cars or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of the Seller to control. In the event of delay due to any such cause, the date of delivery shall be postponed by such length of time as may be reasonably necessary to compensate for such delay.

TAXES

Seller will charge Applicant all applicable taxes that Seller is licensed and authorized to collect for any given sale unless a valid resale certificate or tax-exempt certificate is presented. Any additional taxes that fall outside of the scope of what Seller is licensed and authorized to collect will be the responsibility of Buyer.

RELEASE OF BANK INFORMATION

Applicant authorizes Seller to inquire about any and all accounts, on a continuing basis, of banks, lenders, credit and trade references, whether or not it is listed on the face of this credit application. Applicant further authorizes the release of information from any of these sources to Seller.

PERSONAL GUARANTEE

In consideration of Seller extending credit, I personally guarantee, absolutely and unconditionally, at all times to Seller for payment for all goods, products, and services purchased by Applicant, now or in the future. My Personal Guarantee hereunder shall not be deemed to be released by any extension of time granted to Applicant or by any other modification, substitution, settlement, compromise or by any change in the legal form of ownership of Applicant. This Personal Guarantee is a material consideration to the granting of credit by Re/new Lumber Co., LLC, to the applicant herein.