



STANDARD TERMS and CONDITIONS OF SALE

These terms and conditions govern the sale of Products ("Product" or "Products") and provisions of services ("Services") by Sylvan Forest Products Inc. and its affiliates, ("SYLVAN"). These terms and conditions ("Agreement") take precedence over Customer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. SYLVAN'S failure to object to conflicting or additional terms will not change or add to the terms of this agreement. To the extent that these Standard Terms and Conditions of Sale conflict with or are different from those contained in any Customer's or Buyer's Purchase Order or other procurement documents, these Terms and Conditions will control. Buyer's Acceptance and/or Payment for the products shall conclusively confirm assent to these terms.

REVIEW: Please carefully review the SYLVAN SALES ORDER, CONDITIONS OF SALE, and all associated documents. Unless otherwise notified within 24 hours, all conditions, terms, and items in these documents will be considered acceptable in their entirety. Pending credit approval, orders will be processed in accordance to price, terms, size (dimensions), species, estimated quantity, estimated ship date, and all other details listed in these documents. Subsequent change-orders will not be accepted without prior written consent of SYLVAN.

CREDIT: All sales are subject to credit review and approval. For project/s related shipments, the credit review process will also include a Job Information Sheet for each project, which must be completed and signed by the Customer, and returned to SYLVAN. Customer agrees to remit payment within the terms specified on the face of each invoice. The amount indicated due on each invoice constitutes an account stated and shall be conclusive and binding upon customer except for disputed matter only if notice is given within 48 hours of receipt of material. Customer to pay any costs of collection, including without limitation, attorney fees, and shall pay SYLVAN one and one-half percent (1.5%) interest per month for amounts that have been due and payable for thirty (30) days or more, calculated from the due date. SYLVAN shall have the right to offset any amounts owed by customer to SYLVAN against any amounts owed by SYLVAN to applicant, including, without limitation, any rebate due applicant. In the event that SYLVAN determines, at any time in its discretion, the credit of the customer, or any person or entity providing credit support for the customer's obligations is or becomes impaired, or there is any reason to doubt the enforceability or sufficiency of any agreement, instrument or document supporting the applicant's obligations to SYLVAN, SYLVAN shall have the right to declare immediately due and payable any and all amounts owed by the customer to SYLVAN, and to suspend and/or terminate further production, shipment, and delivery to the customer of any order until credit arrangements satisfactory to SYLVAN in its sole judgement have been established.

SHIPMENT: Shipping schedules are estimated based on current orders in place, current inventory, pending arrival of material, stable operating conditions, and the availability of transportation and man-power. Allowing for these considerations, fluctuations in shipping quantities are possible. SYLVAN dismisses all liability associated with any delays in shipment due to strikes, accidents, weather, or delays beyond our control. If the Customer is unable to take delivery as scheduled, SYLVAN retains the option to ship the product to a reload or warehouse, with all associated costs charged to the Customer's account. Upon delivery, delays past the first hour in unloading will also be charged to the Customer's account. All invoices for product shipped, plus the additional charges listed above, are due immediately according to the original terms.

FALL-DOWN: Orders that require custom processing may include shop of “fall-down” at a reduced price, and it is incumbent upon the receiving department or quality control team of the Customer, buyer, and/or end-user to completely inspect several random unit packages at the time of receipt or within 72 hours thereafter and prior to use. In addition, each and every product part should be inspected during any remanufacturing or re-processing of the product, and to have any such “fall-down” pulled out prior to further re-manufacturing or shipment for further accounting and/or inspection by SYLVAN to aid in any additional credit, if appropriate.

CLAIMS: Customer to advise SYLVAN in writing within 48 hours of receipt of material about any claims or disputes of shortages and/or disputed quality. All material must be held intact under dry storage for possible inspection. **NO CLAIMS WILL BE ACCEPTED FOR PRODUCT THAT HAS BEEN CUT, INSTALLED, AND/OR OTHERWISE ALTERED.**

QUANTITY: For custom-made products, it is standard to order a minimum of 1 to 2% extra to allow for possible trim-backs. Installation errors, shop fall-down, or other unforeseen changes. This will help with costly delays and set-up charges associated with re-ordering additional product. Some quantities may be only approximations, based on standard unit sizes and standard weights.

OWNERSHIP: Ownership of all product will remain with SYLVAN until the invoices are Paid in Full. SYLVAN also retains the option to cancel any unshipped orders to customers that have invoices that are 30 days or more past due.

Limitation of Liability. In no event, shall SYLVAN be liable to the Customer (Buyer) in an amount exceeding the purchase price of the Product without prior written consent of SYLVAN. These Limitations include the cost of any additional value-added processing, lost profit, additional freight, or additional claims by the Customer or other Third Parties. Any lawsuit by the Customer or Buyer against SYLVAN shall be filed within one year from delivery of the product by SYLVAN. These Limitations shall apply notwithstanding any failure of essential purpose or of any related remedy provided herein. In no event will SYLVAN be liable for indirect, special, incidental, exemplary, or consequential damages of any kind sustained from any cause or arising out of legal theory, whether contract, negligence, strict tort liability, or otherwise.

Force Majeure. Seller shall not be responsible for delays caused by acts of God, fires, floods, strikes, accidents, delay by suppliers of material, shortages of material, inability to obtain necessary labor or manufacturing facilities, or other causes beyond its reasonable control.

JURISDICTION: Any disagreement shall be interpreted, construed, and enforced according to the laws of the State of Oregon, without giving consideration to Oregon law regarding conflicts of law. The customer consents to the Non-Exclusive jurisdiction of the State and Superior Courts of Multnomah County, Oregon pertaining to any claim, or matter between SYLVAN and customer.

COMMENTS: Any comments or corrections pertaining to the SYLVAN SALES ORDER, CONDITIONS OF SALE, and/or associated documents should be in writing and faxed back to SYLVAN within 24 hours.

SYLVAN FAX: (503) 608-3939.

Entire Agreement: This is the entire agreement between the parties. It supersedes all prior and contemporaneous Agreements, understandings, terms, conditions, or representations with respect to the subject matter hereof.