

TOTAL WAREHOUSE

TERMS AND CONDITIONS OF SALE: Offers of sale are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by Purchaser shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Vendor, then the invoice shall be deemed: an acceptance of the Purchaser's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Vendor and Purchaser, Purchaser is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Prices.** Prices quoted by Vendor are subject to change without notice. Vendor's prices in effect at the date of delivery will govern at Vendor's option.
2. **Charges.** The total amount due from the customer may include various itemized charges, including, but not limited to: charges for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials; charges for handling, delivery, and shipping; charges for disposal of materials and waste; and/or charges for energy, fuel or other supplies. Fees imposed by governmental authority are collected and paid to the appropriate government office. All other charges are retained by the company. The charges are designed to offset expenses incurred in the provision of services and may not accurately reflect the actual expenses incurred in any given case. Charges for service labor may include additional expenses incurred in the provision of such services, including, but not limited to, expenses related to the operation and maintenance of the service vehicle. If you have any questions regarding your statement or amounts charged therein, please contact customer service.
3. **Delivery.** Stated or promised delivery dates are estimates only based upon Vendor's best judgment and Vendor shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by the Vendor, but if articles to be furnished by Vendor are to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Vendor's receipt of complete manufacturing information, including necessary blueprints and specifications, Purchaser's acceptance of Vendor's blueprints and specifications and the exchange of other information necessary for production. If the furnishing of articles on orders accepted by Vendor is hindered or prevented by public authority or by the existence of war other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Vendor's control, the obligation to fill or complete such orders shall be excused by Vendor's option.
4. **Transportation.** Prices quoted are net F.O.B. point designated in writing by Vendor. When no F.O.B. point is designated in writing by Vendor, prices for new articles shall be deemed to be net F.O.B. point of manufacture and prices for all other articles shall be deemed to be F.O.B. Vendor's place of business at which the order for the articles is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by the Vendor.
5. **Claims.** Vendor's responsibility for the articles shall cease and all risk of loss shall become the Purchaser's upon delivery of the articles to the first carrier for shipment to the Purchaser or his consignee, even though such delivery shall be made prior to the arrival of the articles at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Purchaser or his consignee to the carrier. Vendor shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to the Vendor within 15 days after receipt of shipment.
6. **Limitations of Warranties.** Any warranties for parts supplied according to the terms herein are strictly given by the manufacturer. Copies of a manufacturer's warranty if any, which may apply to the parts sold hereby, can be obtained from the parts department of Vendor's store from which they were purchased. Vendor warrants the labor performed according to the terms herein to be free from defects in workmanship for a period of 30 days from the date the work was completed. If a defect in workmanship is found within the 30 days, Vendor will correct the defect at one of its places of business during normal working hours at no cost to Purchaser. Vendor's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and / or maintain equipment in accordance with the manufacturer's specification, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Vendor. THE

WARRANTIES IN THIS

PARAGRAPH 6 ARE THE EXCLUSIVE WARRANTIES GIVEN BY VENDOR AND SUPERCEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. VENDOR HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR

STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. VENDOR SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF ANY PART OR SERVICE FURNISHED HEREUNDER; NOR WILL VENDOR BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

7. **Payment.** Unless otherwise stated, all prices are net cash. Invoices are payable in lawful money of the United States. Accounts in arrears more than 30 days will be subject to a delinquency charge in the amount of 1 1/2% per month or the highest interest rate allowed by applicable law. Checks or promissory notes, if accepted by Vendor, will be considered only as additional evidence of the original indebtedness and not in payment thereof. Title to the article sold will remain in Vendor until all indebtedness of the Purchaser shall have been fully paid in cash and in the event of attachment or execution being levied against the articles, or any default by Purchaser in payments due to Vendor, Vendor, in addition to all other rights and remedies available to it, may seize the property involved and all payments made to the date of such repossession shall be considered as rent for the articles.
8. **Minimum Charge.** A minimum charge of \$5 will be made on all orders.
9. **Laws Governing.** All orders will be governed by the laws of the State of Oregon, where the Vendor has its principal executive office.
10. **Rights Reserved.** Vendor for itself and for any manufacturer from which it acquires the articles, reserves the right to make changes in the design of the articles which will improve such articles in any way.
11. **Patents.** With respect to articles or parts therefor manufactured or produced in accordance with designs or design information supplied by the Purchaser, the Purchaser shall indemnify and hold harmless Vendor and any manufacturer from which it acquires such articles, and their successors and assigns, against all loss, damage, liability, claims and actions for actual or alleged infringement of any letters patent, trademark or corresponding rights relating to the manufacture and sale of such articles.
12. **Taxes.** In addition to the prices provided for herein, the Purchaser shall pay all federal, state, county and municipal taxes imposed by reason of any sale or lease to which this instrument relates other than taxes upon or measured by net income.
13. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Vendor, and Purchaser upon receiving notice of such assignment, shall make payment as directed.
14. **Entire Agreement.** The final written expression of agreement of the parties shall be the offer of sale when accepted by Purchaser, either by submission of a purchase order, return of the offer of sale with the order blanks completed, or by instructions to ship: or in the event there has been no offer of sale issued, the terms and conditions contained in the invoice shall be the final written expression of agreement. The foregoing, together with any attendant prints and specifications, shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party.
15. **Attorneys Fees.** In the event suit or action is instituted against Purchaser on account of or in connection with or based upon the terms hereof, the Purchaser agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.