

Heritage Lumber, Inc.
Sales Policy
Terms and Conditions

1. The payment terms for this transaction with Heritage Lumber, Inc. ("Company") are shown on the face of the Invoice. Cash discounts when offered, will be allowed if full payment is received by Company on or before the discount date shown on the Invoice, except as provided in paragraph 2. Payments received by Company after the due date are past due, and past-due accounts may not have further credit extended until balances are paid.
2. The balance, if any, which qualifies for cash discount, as provided in paragraph 1, will be net of freight (unless freight is included in the unit price) sales tax (if any), and similar charges. In addition, certain or special-priced items will not qualify for discount. Such items will be noted on the Invoice.
3. A Late Charge calculated at 1-1/2% percent per month (18 percent per annum) of the Invoice Total will be assessed and added from the date invoiced if payment is not received by Company on or before the due date, or unless special Payment arrangements have been made in advance with written approvals by the Company.
4. The sales personnel (which includes contract sales personnel) of the Company are not authorized to make warranties about Company's merchandise. Company employees' or sales personnel ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES shall not be relied upon by Purchaser and shall not become a part of any contract for sale. The entire sales contract between Company and Purchaser will be set forth in the invoice and/or accompanying or reference documents provided by the Company to the Purchaser will be set forth in the Invoice and these Sales Policy Terms and Conditions, and NO OTHER WARRANTIES are given beyond those set forth in such documents.
5. LIMITED WARRANTY: Company warrants that the merchandise it sells (except as may be further disclaimed on a particular invoice) will be of the kind and quality described in the order or contract and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within FIVE DAYS after the initial date of receipt by Purchaser (or its authorized representative), Company will, upon written notification thereof, correct such defects by suitable repair, replacement or refund at Company's option and expense. This WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AGAINST PATENT INFRINGEMENT. Correction of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Company to Purchaser with respect to the goods, whether based on contract, negligence, strict tort or otherwise. LIMITATION OF LIABILITY: Company shall not under any circumstances be liable for special, incidental or consequential damages such as, but not limited to, damage to or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods or claims of customer of Purchaser. The remedies of Purchaser set forth herein are exclusive, and the liability of the Company with respect to anything done in connection therewith (such as the performance breach thereof), or from the negligence, strict tort or under any warranty or otherwise, shall not exceed the price of the goods upon which the such liability is based (unless Company elects to repair or replace such goods at its own expense and such repair or replacement exceeds the price of the goods). Company reserves the right to sell certain goods "as is", without any warranty whatsoever by indication on the invoice or sales receipt for such goods.
6. Returned goods will not be accepted, nor will credit for returned goods be extended unless (i) written permission of the Company is granted; (ii) transportation charges are prepaid by Purchaser; and (iii) such returned goods are received by the Company within thirty days after receipt of the goods by or on behalf the Purchaser. A charge of 20% of the Invoice Amount (but in any event not less than \$20) may be made by the Company to cover handling costs of returned goods. Cut materials or other custom materials furnished according to customer order cannot be returned for credit. All returned goods must be properly packaged for return shipment.
7. In the event that it becomes necessary for the Company to retain an attorney to enforce any of the terms of this Agreement, Applicant agrees to pay such sums accrued thereby as reasonable attorneys' fees and collection costs whether or not suit or action is commenced. In the event suit, action, or arbitration is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court or arbitrator may adjudge reasonable attorneys' fees at trial or on appeal of such suit, action, or arbitration to all other sums provided by law.
8. Applicant agrees to pay all costs and expenses of collection actually incurred by Company in collecting any amounts due Company whether or not Company retains an attorney.
9. Purchaser agrees that a signature by the Purchaser (or Purchaser's representative to receive goods) on any Order Confirmation, Invoice, delivery receipt or other sales receipt is presumed to establish Purchaser's acceptance of these Sales Policy Terms and Conditions.
10. Company reserves the right to reduce, modify or cancel credit limits or credit amounts and to change or otherwise modify payment dates, late charge amounts or any other credit sales terms at any time and without any notice whatsoever. Company will not, without prior notice, increase late charge amounts or reduce the discount amount, except as provided herein.
11. These terms do not constitute an offer by the Company to sell or extend credit. Each credit application, request for credit, credit transaction and customer order are subject to approval by the Company.
12. All matters relating to the enforcement or interpretation of this sale transaction and this statement of Sale Policy Terms and Conditions shall be governed by the laws of the State of Idaho applicable to contracts made and to be preformed entirely within Idaho between persons domiciled in Idaho.
13. The parties to this sales transaction hereby consent to exclusive jurisdiction and venue by the courts of the State of Idaho as the location where sale contract was made, and agree that any suit or action to enforce or interpret any matter relating to this transaction may be brought only in the courts within the State of Idaho in Ada County.