



## TERMS AND CONDITIONS OF SALE

The following terms and conditions will apply to the sale of goods and materials ("Goods"):

**SELLER.** The term "Seller" shall hereinafter refer to Louis J. Grasmick Lumber Company, Inc.

**BUYER.** The term "Buyer" shall hereinafter refer to (i) all parties who have signed the face of the Credit Application including individual guarantors, spouses and all corporate and partnership entities listed thereon, and (ii) if no such Credit Application has been executed, the individual and/or entity listed on the front of the invoice. Each such individual and entity is deemed to be a purchaser of the Goods and such individual and entity shall be subject to all of the obligations contained herein, including but not limited to, the obligation to pay the purchase price.

**PRICES.** All the prices are subject to change without notice, to the applicable price in the effect at the time of delivery.

**PAYMENTS.** Purchase price is due and payable within thirty (30) days of the invoice date. Any balance of the purchase price still unpaid after said date shall bear a service charge of one and one-half percent (1 ½ %) per month. Should this rate exceed the maximum rate allowed by law, that lawful maximum rate shall apply. Any complaints as to quantity, quality or delivery of the Goods shall not permit a set-off or reduction in the purchase price payable for said Goods. Buyer's exclusive remedies in such an instance are described herein under "Complaints As To Quantity, Quality, and Delivery." Remittances marked to indicate payment in the full will be deposited by us notwithstanding such markings, and such deposit shall not indicate our acceptance of the remittance as payment in full.

**COMPLAINTS AS TO QUANTITY, QUALITY AND DELIVERY.** Buyer shall immediately inspect all Goods upon delivery and shall immediately notify Seller by telephone or otherwise as to any alleged shortages, defects, damaged or non-conforming Goods. Buyer must thereafter confirm his complaint in writing to Seller within five (5) business days of delivery. The Seller will promptly conduct an investigation of the complaint. If the Seller determines that the complaint has merit the Seller will either: (i) authorize the Buyer in writing to return the Goods, in the same condition as delivered to the Buyer, for a refund of the purchase price; or (ii) give the Buyer a credit toward future purchases, said credit to be in an amount determined solely by the Seller. Absent the express written consent of the Seller, neither a delay in the delivery of the Goods nor any damage to the Goods resulting from the delivery of the Goods by an independent carrier, will be the basis for a return and refund or a credit toward future purchases.

**RETURN OF UNWANTED GOODS.** If the Buyer desires to return the Goods to the Seller for any reason other than as described in the preceding paragraph, Buyer shall request from the Seller the authority to so return the Goods. If the Seller authorizes in writing such a return, Buyer may return the Goods, in the same condition as delivered to the Buyer, for a refund of the purchase price less a deduction in the amount of 20% of the purchase price to compensate Seller for the handling and restocking charges. Any return of the Goods by the Buyer absent the express written consent of the Seller will not release the Buyer from its obligations to pay the purchase price.

**CANCELLATION OF ORDERS PRIOR TO DELIVERY.** If the Buyer orders Goods, but thereafter desires to cancel said order prior to delivery of the Goods, Buyer may request that Seller authorize such a cancellation. If Seller authorizes in writing a cancellation, Buyer shall also incur a handling and restocking charges equal to 20% of the purchase price of the Goods. If such a cancellation occurs while the Goods are in transit to the buyer, Buyer shall also return the Goods to the Seller, in the same condition as delivered to the Buyer, at the Buyers own expense. Goods which have been ordered subject to specific specification ("Special Orders") may never be the subject of a cancellation.

**WARRANTIES. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, NOR DOES THE SELLER MAKE ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY OF ANY KIND. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT ARISING OUT OF ANY DEFECT, DELAY, AND NON-DELIVERY.**

**COLLECTION COSTS.** Should it become necessary to place Buyer's account for collection, the Buyer agrees to pay all costs thereof, including reasonable attorneys' fees, in no instance less than 20% of the purchase price.

**DELIVERY.** If the Buyer requests delivery of the Goods which requires Seller's trucks to leave a highway or road ("Off-Road Delivery") Seller shall not be liable for any loss, liability, cost or damage occasioned by said Off-Road delivery unless the loss, liability, cost or damage resulted directly from the gross negligence of an employee of the Seller. Buyer agrees to reimburse Seller for all necessary expenses resulting from damage to Seller's trucks incurred during an Off-Road Delivery unless said damage directly resulted from the gross negligence of an employee of the Seller.

**ERRORS.** Errors in extension or other clerical errors are subject to correction.

**MECHANICS / MATERIAL LIEN.** Buyers agrees to immediately notify the Seller in writing if the Goods are used at any address or location other than that shown as the delivery address. The Buyer is hereby notified that if the purchase price is not paid in accordance with the terms and conditions recited herein, Seller intends to file a mechanics/material lien for the herein enumerated Goods and /or labor used in the building, structure or residence indicated.

**GOODS SUPPLIED PURSUANT TO SPECIFICATIONS.** If the Seller is supplied any specifications, drawings or take-offs, and is asked to provide Goods to satisfy said specifications, drawings or take-off, it is understood that Sellers review of said specifications, drawings or take-offs is for the convenience of the Buyer and Seller shall incur no liability (i) for any errors or inconsistencies contained in said specifications, drawings or take-offs or (ii) for its failure to accurately interpret said specifications, drawings or take-offs and to then provide sufficient Goods to satisfy said specifications, drawings or take-offs.

**GOODS MANUFACTURED TO DRAWINGS OR SPECIFICATIONS.** If the Buyer desires Goods manufactured by seller in accordance with any specifications, drawings or take offs, such specifications, drawings or take-offs shall be either furnished to or prepared by the Seller, and then submitted to the Buyer for final written approval. Thereafter, Seller's sole responsibility to the Buyer shall be deliver Goods which conform to the specifications, drawings or take-offs approved by the Buyer. Seller shall not be liable for any loss or damage sustained by the Buyer as a result of Goods which are unfit for use by the Buyer as long as said Goods conform to the specifications, drawings or take-offs approved by the Buyer.

**SEVERABILITY.** If any of the terms and conditions hereof is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining terms and conditions.

**APPLICABLE LAW.** This agreement shall be governed by the laws of the State of Maryland.

**ENTIRE AGREEMENT.** This constitutes the entire agreement between the parties hereto, and any representations, affirmation of fact, course of prior dealings, or usage of the trade not incorporated herein shall not be binding upon either party. The Buyer agrees that the printed provisions of this agreement shall govern and that no handwritten or other alterations of this agreement shall apply unless specifically authorized in writing by a specially authorized representative of the Seller.

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Initial

**AUTHORIZATION RELEASE**

Date: \_\_\_\_\_

I hereby authorize the release of financial credit information to Louis J. Grasmick Lumber Company, Inc. for all banking and vendor references listed on the application of credit.

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Signature