



TERMS AND CONDITIONS

"You", or "your", refers to the Customer on the reverse side, and any of your successors or affiliates. "We", or "us", refers to Mans Lumber and Millwork and any of our successors or affiliates

Credit Terms; Suspension of Delivery; Costs: All purchase orders that you give us are subject to approval of your credit. If, at any time, you are in default regarding any invoice, or any guaranty is revoked, or in our sole discretion, we believe that your or any guarantor's financial ability to pay becomes impaired or unsatisfactory, we may immediately suspend performance and demand acceptable security or payment in advance, at our option, prior to continuing. Unless you and we agree in writing to other terms, all invoices must be paid on or before the 10th day of the month (the "Due Date Month") following the month in which the invoice was dated. Any invoice not paid by the last day of the Due Date Month will be charged a late charge ("time-price differential" or "finance charge") of 1.25% per month (15% per annum), or the maximum rate allowed by law for sales of goods on credit, whichever is less, commencing as of the 1st day of the Due Date Month on any unpaid balance. If we in our sole discretion record a construction lien to secure our right to payment, a service charge of \$200 will be added to your account balance. In addition to any other damages, you agree to reimburse us, upon demand, the reasonable attorneys' fees, expenses and administrative costs we incur in collection of all amounts owed by you to us, whether by litigation or otherwise. All invoices are subject to Mans' standard terms and conditions in effect as of the date of the invoice for the goods, or to the terms in any credit application approved by Mans, whichever is applicable, and any conflict or ambiguity shall be resolved in the following order: (1) terms in the Credit Application (2) standard terms and conditions (3) the invoice for the goods, and (4) monthly statements.

Deliveries; Pick Ups; Risk of Loss; Shortages; Billing Corrections: The risk of loss of or damage to the goods shall pass to you upon delivery by us to you or your representative in case of pickups at our locations, or at the place you designate for pickup or delivery in your order. We are authorized to deliver goods to the place you designate even if you or your representative is not there. We do not need to get a signed receipt for delivery. Unless we are negligent, we are not liable to you for any damage to goods loaded on or in your vehicle or for any injury to persons and any loading activity by us is at your sole risk. All claims for shortages or improper delivery must be made in writing within three (3) days of delivery. All claims, adjustments, or corrections of billing, must be made in writing within sixty (60) days of receipt of invoice. Failure to timely notify us in writing constitutes waiver and acceptance of delivery and/or invoice by you.

Returns: No materials are to be returned or credit allowed without our prior authorization. Authorized returns in good condition are credited at invoice price. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt. All material picked up by us to be returned for credit will be credited at invoice price less 15% to cover handling and expenses.

WARRANTIES; LIMITATION OF DAMAGES; EXCLUSIVE REMEDY: WE MAKE NO WARRANTIES EXPRESS OR IMPLIED INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO FITNESS FOR ANY PARTICULAR USE OR PURPOSE. WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING CONSEQUENTIAL OR INCIDENTAL DAMAGES, DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF GOODS SOLD BY US OR FOR ANY DELAYS IN DELIVERY OF GOODS. IN LIEU OF ANY WARRANTIES BY US, AND PROVIDED YOU ARE NOT IN DEFAULT, WE WILL ASSIGN TO YOU ANY WARRANTIES TO WHICH WE MAY BE ENTITLED TO AGAINST THE MANUFACTURER OR DISTRIBUTOR OF THE GOODS YOU PURCHASED. IN THE EVENT OF ANY LIABILITY NOT OTHERWISE DISCLAIMED, YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US SHALL BE, AT OUR OPTION, (A) THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS, OR (B) A REFUND OF THE PURCHASE PRICE FOR PROPERLY RETURNED GOODS. YOU CUSTOMER AGREE THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR DELAY, BACK CHARGES, LABOR COSTS, LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE.