

CONFIRMATION AND TERMS OF SALE

The sale of materials described herein is subject to the following promises, terms, and conditions, none of which may be waived except by Sell Lumber Corp. at its general sales office, Redding, California.

1. Unless specifically notified by buyer within ten (10) days after date of the order acknowledgement that the terms of sale as outlined herein are not acceptable, buyer's acceptance of this order will be deemed received and the order as binding as if buyer signed and returned a copy hereof to seller. Seller's acknowledgement shall then constitute a binding contract between the parties hereto. This order is noncancelable except by mutual consent of both parties. However, buyer agrees that there shall be no cancellation of an order for items seller deems special stock which have been manufactured for said order. Seller is not responsible for delays caused by unavoidable accidents, strikes, riots, shortages of labor or raw materials or by shortage of means of transportation or other causes interfering with, obstructing or blocking the usual transportation routes or by other causes beyond its control, and no claim for loss or damage will be allowed in consequence thereof. However, seller shall execute any order so delayed as soon as conditions permit. If any one or more of the above causes delays delivery from the producing mill at which order as originally placed, the seller shall be under no obligation to transfer the order to any other mill.

2. Due to the risk of damage during transport or improper storage, orders loaded and signed for by buyer are deemed inspected and may not be eligible for return. Orders delivered (via common carrier, freight brokerage, employee or any other means), the buyer has three (3) business days from the receipt of the shipment to report any discrepancies in the order. All lumber eligible for returns must be, unopened units, and in Sell Lumbers Redding yard within 7 days of notice to the Sell Lumber office. Return of the order would be fully at the expense of the buyer. Any variance's that fall within WCLB standards may not be eligible for refund. California state assessment taxes, credit card fees and custom milling charges are not refundable. Credits will be issued via check mailed to the address on this form after inspection.

3. Unless otherwise stated on face of order, lumber to be furnished as described on BOL or Quotation, except when agreed in writing, inspection at time of loading is final, all lumber shall be graded on the basis of grading rules in effect at time of acceptance by seller and in use of the territory where the shipment originates and covering species sold as issued by recognized grading association. In case of dispute over grade, official inspection by said association shall be the sole basis for settlement. However, it is agreed that inspection for disputed grading shall only be made when (a) seller receives notice of some within five days of buyer's receipt of goods, and (b) said shipment is held intact until inspection. All claims for damages must be accompanied by affidavits of same and written statements of delivering agent. All disputes or claims made hereunder shall be deemed invalid and waived unless seller receives notice of same within five days after receipt of goods. Buyer will receive credit by deduction from invoice for sum not to exceed quantity shown by freight receipt, multiplied by the agreed sale amount. Any ordered item that is canceled, returned, abandoned, refused or likewise may be subject to a 'restocking fee'. This fee may include but is not limited to administrative processing, overhead or labor costs. Any payment processing fees paid at time of payment will not be returnable, and any new fees charged will be withheld from the refund amount.

4. Terms of payment are stated on face of this order and buyer shall pay the full purchase price as set forth thereon. "Full purchase price" as used herein shall mean in addition to the price named: all freight, transportation, and/or delivery charges, all present existing or future taxed imposed upon, incident to or charged against this sale or delivery; and all costs of collection imposed herein. All transportation and delivery charges prepaid by seller are payable net on demand either on invoice or on sight draft. No guarantee of weight or transportation costs is made on an order sold F.O.B. mill. Error in extension of footage of items or in extension of prices, in the order or on invoice, are subject to correction. Except when order specifically state that items are loaded as exact, it is understood that the amount specified may be increased or decreased when necessary to fill car furnished, truck and/or trailer load, water shipment or other means of transportation and delivery, a variation of 5% more or less may be allowed.

5. Remittance must be made free of charge in United States funds. Payment by check, note, or any mode other than cash shall be deemed conditional and for the convenience of buyer and shall not be deemed payment until cash or solvent credit shall have been received and accepted by seller. Seller may, for purpose of facilitating collection, deposit any check or instrument in any bank for collection and such bank and/or other banks acting in any capacity in such collection shall be deemed buyer's agent and may forward such check or instrument direct to the bank at or by which it is payable, and may accept payment in exchange in any solvent bank. Buyer further agrees that collection fees and costs, or for costs and attorney's fees as established by court. Exchange will be charged buyer's account. Accounts are subject to sight drafts with cost of collection if not paid at maturity. In case of transfer of business, insolvency, assignment for creditors, delinquency in buyer's prior orders, any act under the National Bankruptcy Act, seller shall have the election to declare this amount immediately due, withhold order, rescission, and repossession of items sold, or outright cancellation. Payments made by Credit Card, Debit Card or any payment form that requires a processing fee, Buyer will be responsible for the additional fee and it will be added to the transaction at the time of processing.

6. A late payment **SERVICE CHARGE OF 1½% PER MONTH, (ANNUAL PERCENTAGE RATE OF 18%)** or maximum allowable by law, will be assessed against all accounts not fully paid by the termination of the net payment period, as shown on invoice. Payments made by Credit card are subject to processing fees set by the credit company. Any cost or fee incurred by the seller may be passed on to the buyer, if it exceeds the original agreement.

7. Shipping and handling charges are subject to change without notice. Shipping is outsourced to logistics companies outside of the seller's operations. The seller is not responsible for any delays caused by the logistics company. If the buyer delays the pick up or delivery to exceed the originally agreed upon dates, storage charges may be added.

8. Customer signature acknowledges this order is correct as specified above. Customer understands and agrees to meet Sell Lumber Corp. **Terms of Sale** and, in the event of default, to pay all collection costs, including court costs and reasonable attorney fees. Due to the vast number of variables involved, Sell Lumber makes no guarantee against accidents occurring with our products. It is the responsibility of the owner/lessee of our products for their proper usage, maintenance, and care.

9. For full and up to date terms of service see Sell Lumbers website. <https://selllumber.com/about/legal/>

Prop 65 WARNING:

Drilling, sawing, sanding or machining wood products can expose you to wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection. For more information go to www.p65warnings.ca.gov/wood.