

WILLIAMS CONCRETE ACCESSORIES CORPORATION TERMS AND CONDITIONS OF SALE

1. **ORDERS AND PRICES.** Orders are subject to final acceptance at Seller's office. Prices shall be as quoted by Seller, but are subject to increase to the extent of any costs imposed, taxes assessed or incurred as a result of any third party action.
2. **PAYMENT TERMS.** Payments shall be made at Seller's office in Portland, OR/Kent, WA, 30 days after shipment. Any payment not received when due shall accrue a late charge of 1-1/2% per month. Buyer agrees to pay any attorney fees and other expenses incurred by Seller as a result of its default on any terms in this agreement.
3. **SECURITY INTEREST.** Seller retains a security interest in the goods to secure payment of any indebtedness now or hereafter owing by Buyer. Buyer will execute, at Seller's request, any documents to perfect this security interest.
4. **DELIVERY.** Delivery will be F.O.B. Seller's plant. Shipping costs will be paid by Buyer unless otherwise agreed to by Seller. Delivery dates are ESTIMATES ONLY and given as accurately as conditions permit. All orders will be shipped upon completion (large orders in excess of a single truckload will be shipped upon completion of each truckload). Since the majority of Williams products are manufactured to order, requests to place orders on "Hold" will not be accepted.
5. **DELAYS.** Seller shall not be liable for damages resulting from any circumstances beyond Seller's control, including, but not limited to, an act of God, fire, flood, war, government action, accidents, labor trouble, or the inability to obtain material, equipment or transportation by common or contract carriers. Where any of such circumstances may cause nonperformance or delay any performance by Seller, Seller may, without liability to either party, cancel all or any part of this contract. Any monies paid by Buyer will be returned by Seller.
6. **RETURN OF MATERIALS.** Within twenty (20) days of the shipment date, Buyer may return the goods for credit provided: (i) any return must be F.O.B. to Seller's plant in Portland, OR/Kent, WA; (ii) any returned goods must be new, unused, undamaged STANDARD ITEMS then being offered for sale by Seller; and (iii) Buyer shall pay Seller a handling and restocking charge for any returned goods in accordance with policies of Seller prevailing at the time of return.
7. **CANCELLATION.** If the goods are more than thirty (30) days from completion, Buyer may cancel its order. However, Buyer will pay cancellation charge in an amount equal to the purchase price as of the date of cancellation less such allowances as Seller may make for (i) standard components; (ii) scrap value and (iii) unused direct labor costs.
8. **DEFECTS.** Buyer may return goods that are defective if (i) Buyer notified Seller of the defect within 30 days of the date of shipment; (ii) promptly returns the goods to Seller, F.O.B. from which shipment was originated, or to such other location which may be specified by Seller; and (iii) Seller determines that the defect materially impairs the value of the goods to Buyer. Seller, at its option, shall either repair or replace the defective goods, at Seller's expense. Seller's liability for any damage resulting from any defective good is limited to the amount of the purchase price of such item. Seller has no obligation as to parts or components not manufactured by Seller, but Seller assigns to Buyer any warranties made to Seller by the manufacturer thereof.
9. **LIMITATION.** Goods shall be free from defects in materials and workmanship at the time of delivery. The goods shall also conform to Seller's catalog specifications as most recently published at the time of acceptance of Buyer's order. Seller shall not be responsible for conformity of the goods to specifications provided by another person. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SELLER SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES DUE TO ANY DEFECT IN THE GOODS OR TO ANY OTHER BREACH BY SELLER. BUYER SHALL HAVE NO RIGHT OF REJECTION OR OF REVOCATION OF ACCEPTANCE OF THE GOODS.
10. **COMPLIANCE.** Seller represents that the goods have been produced in compliance with the Fair Labor Standards Act of 1938.
11. **QUANTITY.** Buyer shall accept an overrun or underrun of five percent of the quantities ordered. However, Seller will attempt to furnish the correct quantity as near as operation conditions will permit.
12. **RENTALS.** If Buyer rents any equipment (as shoring, forms, hardware, etc.), Buyer is responsible for any damage to this equipment from the time it leaves Seller's warehouse until it is returned to Seller. Buyer warrants that it will use the equipment with care and hold Seller harmless from claims for damages or injuries as a result of its use. Buyer agrees to pay Seller replacement value determined by Williams Concrete Accessories for any lost, stolen or damaged equipment.
13. **INSTALLATION.** Buyer agrees to install all goods purchased from Seller in accordance with the directions provided by Seller and in a professional workmanlike manner. Buyer agrees to hold Seller harmless from any and all claims as a result of any damages caused directly or indirectly by the improper installation of these goods or use or care thereof after they left the possession of the Seller.
14. **SPECIAL REQUIREMENTS.** All Quotations include standard marking, packaging etc. Unless specifically addressed on the quote, all special requirements for certifications, testing, marking, and packaging will result in additional cost and may delay shipping dates. Additional costs will be billed accordingly.
15. **COMPLETE AGREEMENT.** Seller's Quotation and Terms embody our entire agreement. Any change must be in writing signed by both Buyer and Seller. This agreement may not be supplemented or explained by any course of dealing, usage or trade, or course of performance.