

**KEIM LUMBER COMPANY**  
**STANDARD TERMS AND CONDITIONS OF SALE**

**RECEIPT OF WARRANTY:** The purchaser acknowledges prior receipt of manufacturer's warranty or warranties, if any. This acknowledgment will not apply to consumer transactions for goods sold primarily for personal, family, or household use if prohibited by applicable law.

**RISK OF LOSS AND TITLE:** The purchaser assumes all responsibility for and risk of loss or damage to the goods at the F.O.B. point to the carrier at which time title thereto shall pass to the buyer, unless special contract terms are agreed upon whereby Keim Lumber Company, hereinafter Company, actually received the shipment.

**INDEMNITY AGREEMENT:** Purchaser agrees to indemnify and hold harmless the Company from any and all claims, demands or causes of action made against the Company by any person, agency or entity arising out of or incident to any use, alteration, or modification of the goods sold herein in violation of any Federal, State or Local health or safety laws or regulations, or standard of health or safety promulgated by an agency, organization or society.

The indemnity herein shall include all legal fees and expenses incurred by the Company in the defense of any such claims, demands, or causes of action.

**CONTRACT TERMS:** The terms of this invoice and these Standard Terms and Conditions of Sale shall constitute the entire agreement between the parties unless amended by a writing duly executed by an officer of the Company, and no oral or other representation or agreement exists outside the terms hereof.

**DAMAGES:** In no event shall the Company be liable for anticipated profits, consequential damages of loss of use of the goods or of any installation into which the goods may be put.

**RETURNED GOODS:** The purchaser acknowledges that he has examined the invoice(s), delivery ticket(s), and all other confirmations of the order, and that said documents contain an accurate and complete list of the items ordered from Company and selected and desired by Customer. Due to the nature of these goods, Company requires that the Customer review the list of goods ordered and/or delivered with care, prior to the occurrence of alteration or damage, which would prevent return of the goods. The purchaser further acknowledges for itself, and for its own customers and/or end users, that these materials may not be returned or replaced unless (1) returned in original packaging (2) returned with original receipt or invoice and (3) product has not been damaged or altered (which shall include without limitation cutting, sanding or finishing). Returns picked up by the Company are subject to a 10% restocking charge. All refunds must be processed through the Company's office, and are given by credit on account or issuance of check from the Company. Special, custom and non-stock orders are non-refundable unless otherwise agreed to in writing.

**CANCELLATION:** Any order placed with the Company may be canceled by the purchaser after the Company shall have accepted the same only upon payment of reasonable cancellation charges which shall take into account expenses already incurred and commitments made by the Company.

**VENUE OF ACTION:** Regardless of how initiated, this purchase is made in Charm, Ohio. Purchaser agrees that all matters relating hereto are under the jurisdiction of the Courts of the State of Ohio, and shall be interpreted under the laws of the State of Ohio. Venue of any action shall lie in Holmes County, Ohio.

**LIMITATION AND EXCLUSION OF WARRANTY:** Warranties for the above product(s) are limited to those, if any, provided by the manufacturer. Keim Lumber Company expressly disclaims any express or implied warranties for the above product(s), including without limitation warranties of merchantability or fitness for a particular purpose.

**CREDIT APPLICATION:** Credit applications must be approved before delivery of materials and are available upon request.

**TERMS:** Net cash by 10th of month following date of delivery. Any account remaining unpaid on the 25th of the month, a LATE PAYMENT PENALTY CHARGE will be imposed in the amount of 2% per month (24% per year) with a minimum charge of 50¢ monthly.