

CONDITIONS OF SALE

Conditions of sale shall control on all sales including all direct shipments arranged by or through Lamar & Wallace, Inc. ("LW") whether or not materials are delivered by or through LW.

1. Any signature on a delivery ticket by Customer's employee, agent, subcontractor or other representative signifies receipt of the stated material in the quantity specified and in acceptable condition.

2. Prices on quotations will not be honored if material is ordered past the specified expiration date. Where an expiration date is not given, prices are good for 30 days past the quotation date.

3. Any attempted back charges, either implied or stated, are not binding on LW unless specifically agreed to in advance by LW. No retention will be accepted on residential or commercial projects.

4. All material delivered must be examined and inspected by the Customer and/or his agent or representative upon receipt. For all materials examined and inspected upon receipt, any claim of shortage and/or damage must be made at time of delivery. Where Customer and/or his agent or representative cannot examine and inspect material upon receipt, any and all claims must be made within two (2) working days. Any claims made after the prescribed period shall not be honored.

5. LW MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE, AND AS SUCH SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF SUCH MATERIALS. FURTHER, ALL MATERIALS ARE DELIVERED 'AS IS' AND 'WITH ALL FAULTS'. Any contradictory statement made by any employee of LW shall have no effect or bearing, and the terms contained herein shall control.

6. LW agrees only to replace any and all materials shipped and/or received in defective condition.

7. Customer acknowledges that it is responsible for the safe and correct handling practices of the products purchased. LW assumes no responsibility or liability for improper or negligent use, erection or installation of the products purchased, and Customer agrees to indemnify LW for any damages arising from any negligence of Customer in using products purchased.

8. The risk of loss of any goods and/or materials shall pass to the Customer as soon as said goods and/or materials are picked up or delivered to the Customer at its place of business or any other place specifically designated by the Customer for delivery.

9. No material may be returned later than (30) days after date of shipment. No goods shall be returned to LW without written approval. Returned material must be resalable and not used, damaged, painted, or cut or degraded in any way. Custom & Production millwork and special order items may not be returned for credit. A restocking charge of 20% will be charged on any approved return, unless the return is a result of and error by LW.

10. LW shall not be liable for any manufacturing or shipping defects or damage or delays, regardless of the cause. Customer agrees to hold LW harmless for any defect, damage or delay of delivery materials, and, except as otherwise stated herein, agrees to make payment in full for said materials. Any promise of the specific delivery date made by an employee of LW shall have no effect, and the terms contained herein shall control. Customer further agrees to hold LW harmless for any injury to person or damage to property due to any defects.

11. Customer agrees that its sole remedy for any claim arising out of the sale and/or use of the materials purchased shall be the return of said materials purchased for a refund. Except as otherwise stated herein, Customer agrees to bring no legal action against, or make any claim against, LW for damages, Customer waives the right to claim consequential or incidental damages.

12. All orders placed for special order materials are final. Once a special order is placed and confirmed in writing by Customer. Customer agrees to accept said materials and make payment in full. Returns shall not be permitted on special order materials.

13a. LW reserves the right to invoice Account Customer's for special order merchandise within thirty (30) days of said merchandise and to assess reasonable storage fees in instances where Customer does not take delivery within thirty (30) days of said receipt.

13b. Pro-sales Customer's purchasing non-refundable agreement merchandise not taken within thirty (30) days of completion of order is subject to resale and all deposits will be lost.

14. LW reserves the right to discontinue any product, finish, function, or change any specifications without notice.

15. LW will make every effort to make shipment in a timely fashion, but does not guarantee any particular delivery date. Any contradictory statement made by any employee of LW shall have no effect or bearing, and the term contained herein shall control.

16. LW is not responsible for "take-off" quantities or responsible that material will meet all code requirements. Verification of both is the responsibility of the Customer.