

Terms and Conditions of Sale

Any sale of products or services (“Goods”) by Hardwoods of Missouri, LLC. (“HOM” a.k.a. “Missouri Hardwood(s)”) to Buyer is made on the express condition that Buyer agrees to the terms and conditions set forth below, whether or not they’re different or additional to any terms and conditions proposed by Buyer.

1. **Deliveries.** Unless otherwise specified on the sales order acknowledgement, the following applies: (a) the Goods will be delivered FOB shipping point, meaning that the sale is considered complete at the seller's shipping dock, and thus the individual or organization buying the goods is responsible for freight costs/liability. The passing of risks occurs when the goods are loaded on board the carrier at the point of origin; (b) shipment will be made by the method or carrier deemed most feasible by HOM; (c) freight will be charged on all shipments. Freight charges are based on rates prevailing at the time of shipment (Rates may increase or decrease between the time of the sales order acknowledgement and the time of shipment).

2. **Visible damage or shortage.** Quantities and condition are to be checked at the time the shipment arrives at the destination. Damaged shipments should not be refused as this would result in additional freight charges (back to the point of origin). Damage to the Goods resulting from transportation or shortages should be noted on the bill of lading or the delivery receipt by the consignee and the signature of the delivering carrier’s driver obtained thereon acknowledging the damage or shortage. All damage or shortage claims are to be promptly reported to HOM which will assist Buyer in promptly filing their claim with the carrier. Later reports of visible damage or shortage may not be honored by the carrier.

3. **Special orders.** Special orders may be subject to a non-refundable deposit.

4. **Returns.** All returns must be approved in advance and in writing by Buyer.

5. **Payment terms/Acceptable payment methods.** Unless specified otherwise on the invoice, payment is due 30 days from the date of invoice. Payments are accepted by wire transfer, or by check (HOM may suspend shipment until check has cleared the bank) mailed to P.O. Box 117, Birch Tree, MO 65438

6. **Discounts.** Cash discounts may be offered on Goods as an incentive for early payment. To qualify, payment must be received or postmarked by the discount date specified in the invoice. Cash discounts do not apply to freight charges.

7. **Finance charge.** A finance charge may be assessed on any past due balances at a rate of 1.5% per month (18% per annum) or the maximum allowable by law, whichever is lower. Accounts with a past due balance or in excess of HOM’s credit limit may not be shipped additional Goods until satisfactory arrangements have been made with HOM’s credit manager.

8. **Taxes and freight charges.** In addition to the agreed price for the Goods, Buyer will pay/reimburse HOM for the amount of any taxes (e.g., sales, use, excise or similar tax) relating to the sale of the Goods and any freight charges (e.g., detention, residential delivery, lift gate, stop-over, lot loading, demurrage or similar charges relating to the transportation or storage of the Goods), which HOM may be obligated to pay initially.

9. **Credit limits and adjustments.** Credit limits are based on HOM’s confidential review/investigation of Buyer’s application, financial statements, references, and/or other relevant information. Credit limits may be adjusted without advance notice to Buyer based on subsequent payment record or other relevant financial information. Failure to make payments within terms may cause Buyer’s credit limits to be reduced, suspended or cancelled and the balance of the account to be immediately payable. Buyer recognizes and agrees that HOM may report the status of delinquent accounts to established credit bureaus.

10. **Collection expenses, governing law and venue.** If Buyer’s delinquent account is placed for collection, Buyer agrees to pay all costs of collection, including reasonable attorney fees. This entire agreement shall be deemed to have been made in Missouri and be governed by the applicable Missouri law. The venue for any litigation between the parties shall be the Circuit Court of Howell County, Missouri.

11. **Exclusion/disclaimer of warranties.** **HOM ISSUES no Warranty and SHALL NOT BE SUBJECT TO ANY WARRANTIES concerning the Goods, WHETHER EXPRESS OR IMPLIED WARRANTIES (OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE). Suitability for a particular purpose is to be determined by the buyer before any of the products are used, consumed and or installed.**

12. **Buyer’s exclusive remedies.** Any claim of Buyer against HOM relating to the Goods shall not exceed and be limited to HOM’s obligation to furnish conforming Goods of the kind and quantity that Buyer ordered, or, at HOM’s option, refunding to Buyer the purchase price for those Goods that don’t conform (i.e., are defective). Buyer agrees that HOM IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS.

13. **Entire agreement, modification, severability.** This document and the documents referenced herein constitute the entire terms and conditions applicable to HOM’s sale of Goods to Buyer. No modification of these shall be effective unless in writing and signed by an authorized agent of HOM. If any part of these terms and conditions is found invalid by a court, the parties agree that the remainder of the agreement shall remain enforceable.

For the purpose of obtaining Goods from HOM, on behalf of Buyer, the undersigned agrees to the above credit policy/terms and conditions regarding all purchases that Buyer makes from HOM.

A facsimile is as good as the original.

Signature : _____ Date: _____

Print Name: _____ Print Title: _____