



# **TAGUE LUMBER**

## **BUILDING MATERIALS DISTRIBUTION**

### **TERMS & CONDITIONS**

The following terms and conditions govern the sales of the Seller, whether pursuant to oral or written orders to its representatives or salesmen.

#### **RETURNED GOODS**

Stock items, in original units or full packages, will be accepted for credit or exchange when returned in original condition. Within 30 days of purchase, **AND ACCOMPANIED BY ORIGINAL SALES TICKET**. A restocking charge of 25% will be assessed by the Seller on all returned goods. No special orders will be accepted for return or credit.

#### **TAXES**

Buyer shall pay to Seller the amount of any and all taxes, or other charges which Seller may be required to pay or to collect for any government, national, state or local, upon, or measured by the production, sale, transportation, delivery or use of the merchandise sold hereunder.

#### **FORCE MAJEURE**

Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of sale if performance is made impracticable by the occurrence of any one or more of the following contingencies, the non-occurrence of which is a basic assumption on which the agreement is made: (a) Fires, Floods, or other casualties; (b) Wars, Riots, Civil Commotion, Embargoes, governmental regulations or martial law; (c) Seller's inability to obtain necessary materials (finished or otherwise) from its usual source of supply; (d) Shortage of cars or trucks or delays in transit; (e) Existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer; and (f) Other contingencies of manufacture or shipment, whether or not of a class or kind mentioned herein and not reasonably within Seller's control.

#### **WARRANTY**

Seller agrees that any merchandise delivered hereunder found to be defective in material of workmanship, or not within acceptable lumber grading rules, will be repaired or replaced by the Seller without additional charge for the merchandise. This warranty is made in lieu of any other warranties or conditions including merchantability or fitness for a particular purpose. The remedies under this warranty are exclusive and by accepting the merchandise the Buyer agrees to these conditions and waives any other warranties, conditions, expressed or implied. All claims for damaged or defective material must be made within 5 days and we are limited to the purchase price of materials sold or the replacement thereof at our option. We are not responsible for extra costs, indirect damages or consequential damages. Seller shall not be responsible for any costs involving carpentry or other kinds of labor.

Buyer assumes all risk and liability with respect to results obtained by the use of such merchandise whether used alone or in combination with other products. No claims of any kind whatsoever, whether based on breach of warranty, the alleged negligence of seller, or otherwise, with respect to merchandise delivered or for failure to deliver any merchandise shall be greater in amount than the purchase price hereunder of the merchandise in respect of which damages are claimed; and failure of buyer to give written notice claim within 30 days after delivery of merchandise shall constitute a waiver of buyer of all claims with respect to such merchandise.

#### **TERMS AND CONDITIONS TO GOVERN**

#### **INVOICE CONSTITUTES THE ENTIRE CONTRACT WITH RESPECT TO SALES AND PURCHASE OF MERCHANDISE SPECIFIED ON INVOICE.**

No modification of sale shall be effected by the acceptance or acknowledgement of purchase order forms specifying different conditions, and no modification shall be effective unless in writing signed by the party claimed to be bound thereby.

#### **STATE OF JURISDICTION**

Sales shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State shown in Seller's address.

#### **DELIVER AND ACCEPTANCE OF TITLE OF GOODS**

Title to the materials shall pass from the Seller to Buyer or his agent and thereafter shall be Buyer's risk. Claims for shortages, breakage, or for any nonconformance with the terms and conditions of the order shall be noted on the Seller's delivery receipt by the Buyer at the time of delivery, otherwise, the Seller shall not be responsible for any such claims. If delivery is by common carrier, delivery by the Seller to the carrier at the point of origin shall constitute delivery to the Buyer and thereafter the shipment shall be at Buyer's risk, and claims for loss of damage must be filed by the Buyer against the carrier. Title to goods loaded onto Buyer's conveyance at Seller's warehouse passes to the Buyer at the Seller's loading dock. If, upon delivery at job site, there is not present at the job site an employee of the Buyer authorized to accept delivery and sign a delivery document evidencing delivery of materials as listed on invoice document, then the Seller reserves the right to deposit the material at the delivery area previously designated by the Buyer without obtaining a signed receipt therefor, and the Buyer agrees to liability for payment of invoice as if it were signed by an authorized employee of the Buyer, unless the Buyer has previously instructed the Seller not to deposit material at the designated delivery area without obtaining a signed delivery receipt from an authorized employee of the Buyer.

#### **FINANCE**

Our terms are net 30 days after the invoice date. Accounts are past due after 30 days and are subject to a **FINANCE CHARGE of 1-1/2% PER MONTH** on the past due unpaid balance (which is an **ANNUAL PERCENTAGE of 18%**), plus collection costs, if applicable.

#### **MSDS**

The Occupational Safety and Health Administration Hazard Communication Standard, the Superfund Amendments and Reauthorization Act of 1986, and many state right-to-know laws require that a material safety data sheet (MSDS) be provided with products containing hazardous chemicals. As a manufacturer, importer or distributor, you are required by law to ascertain which of your products require an accompanying MSDS and provide such. As a condition of sale, you expressly warrant that you will comply with the provisions of the foregoing right-to-know laws.

#### **HAZARD COMMUNICATION LABEL**

Chromated Copper Arsenate (CCA) Pressure-Treated Wood Hazard warnings for treated wood are similar to those for untreated wood.

- Airborne wood dust can cause respiratory, eye and skin irritation.
- Breathing excessive amounts of treated or untreated wood dust (primarily hardwood) has been associated with nasal cancer in some industries.
- Handling may cause splinters.
- High airborne levels of wood dust may burn rapidly in the air when exposed to an ignition source.
- Some forms of components of the liquid preservative used to manufacture this product (arsenic and chromium) has caused lung, skin and possibly other cancers in humans occupationally or environmentally overexposed. **SUCH EXPOSURES HAVE NOT OCCURRED WITH TREATED WOOD.**
- **NOTE:** Consult the Material Data Safety Sheet for additional information on this product.

**This information is designed to address the label requirements of the OSHA Hazard Communication Standard with respect to treated lumber.**

#### **DELIVERY**

All Boom Truck and Piggy Back deliveries are priced and understood to be ground unless otherwise noted on the front of the invoice. All deliveries are priced and understood to be on a first floor/tailboard delivery basis.

#### **ESTIMATES AND TAKE-OFFS**

All estimates and/or materials take-offs lists on invoice are based on a Tague Lumber, Inc., (TLI), interpretation of drawings or information provided to TLI by the requester for the job stated on the estimate. Tague Lumber does not guarantee their take-offs, therefore quantities, sizes and specifications **MUST BE VERIFIED BY THE PURCHASER** before disposition of an order can be accepted.