

CURTIS LUMBER'S STANDARD TERMS AND CONDITIONS

1. CONTRACT: Upon acceptance of and assent to the Invoice and the terms and conditions set forth therein and these printed terms and conditions, both shall become this "Contract." This Contract is expressly limited to and made conditional on Buyer's acceptance of and assent to the terms and conditions set forth herein. This Contract between Buyer and Curtis consists of the terms written on the face of Invoice, these printed terms and conditions, the detailed specifications and drawings, if any, and if applicable, and any appendices thereto. In the event of conflict of terms written on the face of Invoice and these printed terms and conditions, the terms written on the face of Invoice shall prevail. This Contract, as described above, contains the entire agreement between Buyer and Curtis, which agreement shall not be modified orally or by a failure of either party to enforce its rights hereunder. If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, the legality, validity and enforceability of the remaining provisions of this Contract shall not be affected thereby. Curtis's shipment of Products under this Contract does not constitute a waiver of any term or condition hereunder nor an acceptance of any term or condition on any Buyer's Purchase Order. THIS CONTRACT CONSTITUTES A FINAL WRITTEN EXPRESSION OF ALL THE TERMS OF THIS AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS AND ANY TERMS AND/OR CONDITIONS ON ANY BUYER'S PURCHASE ORDER THAT DIFFERS FROM THESE TERMS AND CONDITIONS SHALL NOT BE BINDING UPON CURTIS.

2. SHIPPING: Curtis shall deliver the Products, FOB at such place identified in Curtis's Invoice to the freight forwarder nominated by Buyer. Title to and risk of loss for the Products shall pass to Buyer on such date and at such time as the Products are delivered to the freight forwarder nominated by Buyer. All freight and charges and insurance for shipment and other costs, expenses, fees, duties, imposts and charges of whatever kind or nature incurred after the Products have been delivered to the freight forwarder will be for Buyer's sole account and at Buyer's sole cost and expense. In case of orders requiring specific percentages of grades or dimensions, Curtis need not maintain those percentages in each parcel or shipment, but may ship the goods as produced or as convenient, but the total of all parcels or shipments comprising the goods delivered pursuant to Contract shall comply therewith as to the said percentages. In the case of lumber or bulk goods, the quantity shipped may, at Curtis's option, be ten (10%) percent more or less than the contracted quantity.

3. DEFECTIVE PRODUCTS; LIABILITY: Buyer shall alert Curtis to any defects in the Products not caused during shipping, within fifteen (15) days of receipt of such Products by Buyer. Buyer shall remain solely responsible for damage caused during shipment while the Products are with Buyer's carrier. Buyer shall, and hereby does, indemnify and agree to pay, defend, and hold harmless Curtis, and each of its officers, directors, shareholders, employees, and agents from any liability, loss, damage, cost, expense (including attorneys' fees) arising from or pertaining in any manner to the sale or use of the Products, including actions concerning negligence or products liability. In the event that litigation, or other legal proceedings or arbitration, is filed against Buyer or Curtis which alleges harm due to product defects, Buyer agrees to indemnify and agree to pay, defend, and hold harmless Curtis against all liability associated therewith. If all or any portion of the Products delivered to Buyer are properly rejected by Buyer pursuant to this section, Curtis will, AS THE EXCLUSIVE REMEDY AVAILABLE TO BUYER, do one of the following, in Curtis's sole discretion: (a) replace the applicable portion of the Products; or (b) cancel the Contract as it applies to all or part the applicable portion of the Products to be delivered and refund to Buyer any amounts already paid in connection with that applicable portion of the Products.

4. RISK OF LOSS AND INSURANCE: Buyer agrees to pay all transportation charges regarding goods sold pursuant to this Contract, and to bear all risk of loss until their arrival. Buyer agrees to keep the goods sold pursuant to this Contract fully insured. As to any loss or destruction of the goods from casualty not caused by the negligence of either party, Buyer agrees to bear the cost of such loss.

5. NO WARRANTIES: Curtis assumes no responsibility whatsoever for compliance with any of the packaging or other specifications and requirements required by any federal or state law. Responsibility for compliance is expressly assumed entirely by Buyer. CURTIS MAKES NO WARRANTIES (INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS) EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE PROPERTY UNLESS ENDORSED HEREIN IN WRITING. BUYER SHALL BE LIMITED TO THE WARRANTIES OF THE RESPECTIVE MANUFACTURER(S) OF THE PRODUCTS. The goods sold under this Contract are sold "AS IS" and "WITH ALL FAULTS."

6. TERMINATION: In addition to any other rights of termination herein (including, if appropriate, recovery of damages), this Contract may be terminated by Curtis, at any time and with written notice of termination effective on the date that such notice was received, upon the occurrence of any of the following events:

- (a) Any breach of Buyer's obligations unrelated to payment under this Contract;
- (b) Buyer's failure to pay any sum due hereunder within seven (7) days after the amount is due;

(c) Upon the insolvency or bankruptcy of Buyer, the inability of Buyer to pay its debts as they fall due or upon the appointment of a trustee or receiver or the equivalent for Buyer, the making of any assignment for benefit of creditors, the admission in writing of Buyer's inability to pay debts when they come due, or upon the institution of proceedings under the laws of the Territory, respectively, relating to dissolution, liquidation, winding up, bankruptcy, insolvency or the relief of creditors, if such proceedings are not terminated or discharged within thirty (30) days;

(d) Buyer's engaging in any practice with respect to the Products, which is determined to be illegal or unfair trade practice in violation of any applicable laws of any nation, state, or local law or, which is an illegal or unfair trade practice in violation of any such laws;

(e) Any lien, levy against, or foreclosure or seizure of a material part of Buyer's assets or any of the Products which have been shipped to Buyer by any creditor, lien holder, lessor, or government authority.

7. LIMITATION OF LIABILITY: CURTIS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCTS, EVEN IF CURTIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOSS OF BUYER PROPERTY OR ANY LIABILITY OF BUYER TO A THIRD PARTY, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of the use or possession of any goods sold hereunder. IT IS UNDERSTOOD AND AGREED THAT CURTIS'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS CONTRACT MAY BE BROUGHT BY THE BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. The remedies provided to Buyer in this Contract shall constitute the exclusive remedies available to Buyer and all other remedies that might otherwise be available to Buyer under the law of any jurisdiction are hereby waived by Buyer. If Buyer's limited remedies provided in this Contract fail of their essential purpose, the parties agree that, notwithstanding, the exclusion of Buyer's consequential damages shall remain in full force and effect as though Buyer's remedies had not failed of their essential purpose. Nothing contained herein shall prohibit Curtis, however, from recovering incidental, indirect, or consequential damages from Buyer, in addition to other damages and equitable relief to which Curtis may be entitled under applicable law, and, without limitation.

8. ATTORNEYS' FEES: Should any proceeding, arbitration, or litigation be commenced by Curtis to enforce the terms of this Contract, Curtis shall be entitled, in addition to such other relief as may be granted, to its attorneys' fees and litigation costs, including but not limited to expert witness fees.

9. GOVERNING LAW: This Contract and the rights and obligation of the parties hereunder shall in all respects be governed by and construed in accordance with the internal laws of the State of New York, without regard to principles of conflicts of law, and excluding the Convention on Contracts for the International Sale of Goods, including all matters of construction, validity and performance, regardless of the location of the Products or the State of incorporation or principal place of business of the Buyer. The parties expressly agree that the transaction described in this Contract bears a reasonable relationship to the State of New York, that this Contract should be governed by the laws of the State of New York, and that this choice of law provision is a negotiated item that forms part of the bargained-for consideration to the parties. Buyer (i) consents to the exclusive jurisdiction and venue of the state courts situated in Albany County, New York, or, if they can acquire jurisdiction, the federal courts, situated in Albany County, New York, (ii) waives any objection to improper venue and forum non conveniens, and (iii) consents to service of process by certified mail, postage prepaid, to Buyer at its address as set forth herein, which service shall be deemed complete within ten (10) days after the date of mailing thereof. If any provision of this Contract shall contravene or be invalid under applicable law or regulation, such contravention or invalidity shall not affect the entire Contract, the provisions held to be invalid to be deemed deleted or modified and this Contract interpreted and construed as though such invalid provision or provisions were not part hereof or conformed thereto.

10. COUNTERPARTS: This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that facsimile or electronic signatures of this Contract shall be deemed a valid and binding execution of this Contract.