



# BRIDGEWELL RESOURCES™

## Order Acknowledgment General Terms and Conditions

1. **DEFINITIONS.** These General Terms and Conditions of Order Acknowledgment are referred to below as “these Terms and Conditions.” The party identified as the party ordering goods from Bridgewell Resources LLC or its specified subsidiary or division in the Order Acknowledgment into which these Terms and Conditions are incorporated is referred to below as “Buyer.” Bridgewell Resources LLC or its specified subsidiary or division is referred to below as “Seller.” These Terms and Conditions and the Order Acknowledgment into which they are incorporated are referred to collectively below as the “Order Acknowledgment.” The order evidenced by the Order Acknowledgment is referred to below as the “Order.” The goods to be purchased by Buyer under the Order are referred to below as the “Goods.” Any purchase order or other document or communication from Buyer in connection with the Order is referred to below as a “Purchase Order.”
2. **ENTIRE CONTRACT.** The entire contract between Buyer and Seller is contained in the Purchase Order, except such other terms as may be specifically incorporated in the Purchase Order by reference. No alleged oral promises or conditions not set forth in the Purchase Order shall be binding upon Buyer or Seller, and any prior negotiations between the parties are merged into the Purchase Order.
3. **ACCEPTANCE.**
  - a) **Conditional.** Seller’s issuance of the Order Acknowledgment is expressly made conditional (i) upon Buyer’s assent to any and all terms contained in the Order Acknowledgment that are additional to or different from any terms on any Purchase Order, and (ii) upon Buyer’s further assent that the terms contained in this Order Acknowledgment constitute the sole and exclusive agreement between Seller and Buyer. Such assent shall be deemed given unless Buyer notifies Seller in writing of Buyer’s objection to specific terms within five (5) days after Seller’s issuance of the Order Acknowledgment. Issuance of a Purchase Order with additional or different terms is not an objection to specific terms of the Order Acknowledgment.
  - b) **No Acceptance.** Seller’s performance under the Order Acknowledgment does not constitute an acceptance of provisions of any Purchase Order that are different from or additional to the terms of the Order Acknowledgment, and such different or additional provisions are hereby expressly rejected and are void.
4. **LIMITATION OF WARRANTY.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE DESCRIPTION OF THE GOODS IN THE ORDER ACKNOWLEDGMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR

PURPOSE. However, Seller warrants that the Goods delivered shall conform to the grade and quantity specified in the Order Acknowledgment. If the sale is based upon a sample, the sample shown by Seller to Buyer was for demonstration purposes only, and Seller makes no warranty that the Goods delivered shall conform to the sample; conformity of the Goods to the sample is not a part of the basis of the bargain between Seller and Buyer. If the Order includes goods which have been fabricated in accordance with shop drawings approved or supplied by Buyer, those goods are only warranted to be in substantial compliance with the specifications of any such drawings.

5. **LIMITATION OF LIABILITY.** SELLER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPLACING DULY REJECTED GOODS TO THE POINT OF DELIVERY AS SPECIFIED IN THE ORDER ACKNOWLEDGMENT WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY REJECTION BY BUYER. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OF ANY NATURE WHATSOEVER, ARISING FROM NONCONFORMITY OF GOODS OR DELAY IN SHIPMENT, OR ANY OTHER BREACH BY SELLER.
6. **REJECTION.** A rejection of the Goods or claim of shortages and/or damaged material by Buyer shall not be effective unless it is made and written notice thereof is given to Seller within five (5) days after the Goods arrive at the destination specified in the Order Acknowledgment. If such written notice of rejection of the Goods or claim of shortages and/or damaged material is not received within such five (5) day period, Buyer shall be deemed to have waived any right to reject such Goods or to claim shortages and/or damaged material. Due to insurance requirements, all claims for shortages and/or damaged material must be supported by written exceptions by Buyer or Buyer's representative on the delivery documents at the time of delivery or pick-up. Failure to take exceptions against the carrier for short delivery and/or damages shall constitute a waiver of such claims.
7. **GRADING AND ASSOCIATION RULES.** Unless otherwise specifically stated in the Order Acknowledgment, the Goods will be graded on the basis of official grading rules issued by the manufacturer's association covering such goods and in effect at the time of delivery of the Order Acknowledgment. The applicable grading rules shall be designated in the Order Acknowledgment, or if none are designated, Seller shall select the rules of an appropriate manufacturer's association upon notice of any claim. In the event of a dispute over grade, quality, tally, size, specification, or manufacture, unless agreed that inspection at time of loading is final, the reinspection and shipping provisions of the applicable manufacturer's association shall constitute part of the contract between Buyer and Seller.
8. **CHANGES IN COST.** Any change in insurance premium, destination, or other shipping charges including fluctuations in ocean freight which may be established after the date of the Order Acknowledgment shall be for Buyer's account and at Buyer's sole cost and expense. All transportation expense, if included in the price, is as per current tariff at the date of the Order Acknowledgment and any changes thereafter shall be for Buyer's account and at Buyer's sole cost and expense, unless otherwise specified. In the case of

C.I.F or C.F.R. sales, any import duty, tax, or tariff, or any revenue or other national, federal, state, or municipal tax or taxes now or subsequently imposed in the country of destination and at Buyer's sole cost and expense, upon the Goods and/or their containers, shall be for Buyer's account, in accordance with the Incoterms 2000 interpretation of C.I.F. and C.F.R. sales, unless specifically otherwise stipulated in the Order Acknowledgment.

9. **TITLE; RISK OF LOSS.** If this contract is an F.O.B. or F.A.S. sale, title and risk of loss pass to Buyer upon delivery of the Goods to the carrier, any term or condition in the Order Acknowledgment to the contrary notwithstanding. If this contract is a C.I.F. or C.F.R. sale, risk of casualty loss shall be deemed to pass to Buyer upon loading of the Goods on board carrier. If under the bill of lading the Goods are delivered to Seller or Seller's order, or if Seller retains documents covering the Goods, such acts shall be deemed to be only for the purpose of securing performance by Buyer of its obligations. In the event of loss or damage in transit, Buyer shall nevertheless pay the full invoice price according to the invoice terms.
10. **TRADE TERMS.** Except to the extent that that these terms and conditions expressly provide for a different interpretation, trade terms (F.O.B., F.A.S., C.I.F., etc.) shall be interpreted as follows: (a) for Goods to be shipped to a destination within the United States, trade terms shall be interpreted in accordance with the Oregon Uniform Commercial Code. (b) for Goods to be shipped to a destination outside the United States, trade terms shall be interpreted in accordance with the International Rules for the Interpretation of Trade Terms, as amended ("Incoterms"), as published by the International Chamber of Commerce and in effect as of the date of the Order Acknowledgment.
11. **EQUAL EMPLOYMENT OPPORTUNITY.** By entering into the Order the parties agree, to the extent applicable, to comply with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Vocational Rehabilitation Act of 1973, which are incorporated herein by this reference.
12. **DEFAULT.** If Buyer breaches or is otherwise in default under the Order Acknowledgment or under any other contract between the parties hereto, Seller at its option may defer delivery of the Goods until the default is cured, or may treat the default as a repudiation by Buyer of the Order in its entirety, resell the Goods and hold Buyer liable for such damages as Seller may incur, including consequential and incidental damages. For purposes of the Order Acknowledgment, Buyer's insolvency shall be a default under the Order Acknowledgment.
13. **SELLER'S LIEN.** Until the unpaid contract price and any other amounts payable by Buyer to Seller under the Order Acknowledgment are paid in full, Seller shall have a lien on the Goods for the unpaid amounts. Buyer grants to Seller a security interest in the Goods to secure payment of such amounts.
14. **FAILURE TO TAKE DELIVERY.** If Buyer fails to take delivery of the Goods or any part thereof, the Goods not delivered shall be held at Buyer's sole risk and at Buyer's sole

cost and expense in all respects. Nevertheless, Seller, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such Goods or may resell same for Buyer's account.

15. **CANCELLATION.** Except as otherwise expressly provided in the Order Acknowledgment, the Order shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Seller shall not be required to consent to cancellation if Seller has bound it self to purchase the Goods. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of shipment of the Goods or any part thereof, or if Seller has received any adverse credit information about Buyer, Seller may delay shipment and/or cancel the unshipped balance of the Goods without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent delivery of the Goods or any part thereof, Seller, at Seller's option, may cancel the unshipped balance of the Goods without liability. In the event any of the Goods shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Seller shall have the right to cancel the unshipped balance of the Goods without liability.
16. **FORCE MAJEURE.** Seller shall be free from any liability for delay or failure in shipment arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Seller's control affecting production, transportation to boarding point, loading, forwarding or unloading at destination of the Goods, including disturbances existing on the date of the Order Acknowledgment. In such a situation, if shipment or delivery is not made during the period contracted for, Buyer shall accept delivery under the Order Acknowledgment when shipment is made; provided, however, Buyer shall not be obligated to accept delivery if shipment is not made within a reasonable time after the cessation of the aforementioned impediments or causes.
17. **ARBITRATION.** Any controversy or claim arising out of, or relating to the Order Acknowledgment, or any breach thereof, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. The parties hereby agree any arbitration proceedings shall be conducted in Portland, Oregon U.S.A. with a single arbitrator. In connection with any arbitration proceeding, each party shall pay (a) one-half of the arbitrator's fees and any administrative charges associated with the proceeding, and (b) all of its own attorney and other professional fees and costs.
18. **GENERAL.** The rights and obligations of the parties under the Order Acknowledgment shall be governed by the laws of the State of Oregon, U.S.A. in effect as of the date of the Order Acknowledgment, including without limitation the provisions of the Oregon Uniform Commercial Code, but without regard to conflicts of law principles. The 1980

United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply to the Order Acknowledgment. If any provision of the Order Acknowledgment is determined by any court or arbitrator to be unenforceable, the provision shall be deleted, and the balance of the Order Acknowledgment shall be binding upon the parties. Any agreement signed and sent by facsimile shall be treated as a binding original.

19. **INSURANCE (C.I.F., C.F.R., F.O.B., FOREIGN PORT SALES AND F.A.S. FOREIGN PORT SALES).**
- a) **C.I.F.** Marine insurance shall be effected by Seller at its expense for Buyer's account, evidenced by a policy, certificate, or letter of insurance in the amount of the contract price plus not less than 10% with a recognized company or companies for whose solvency Seller is not responsible. The price specified in the Order Acknowledgment shall not include war risk insurance unless specified in writing in the Order Acknowledgment.
  - b) **C.F.R., F.O.B. and F.A.S. Foreign Port Terms.** Marine insurance and war risk insurance shall be effected by Buyer at its expense (unless otherwise specified) for the full value of this contract, and shall include standard warehouse-to-warehouse coverage. If requested by Seller, Buyer shall furnish a binder by the insurance carrier covering shipment under the Order Acknowledgment, all rights under said binder to be assigned to Buyer or Seller or whomsoever may appear to be of interest.
20. **MOLD WARNING.** Mold can occur naturally in lumber from a variety of sources, including airborne spores which feed off sugars and starches in the wood. SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE EXISTENCE OR NONEXISTENCE OF MOLD ON THE GOODS AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST SELLER IN CONNECTION THEREWITH. Buyer is encouraged to examine the Goods and take such precautions a Buyer deems necessary and prudent. Buyer may contact organizations such as Western Wood Products Association (located in Portland, Oregon U.S.A.) for information and steps that can be taken to remove the mold that may be present on the wood.
21. **ASSUMPTION OF LIABILITY.** It is understood and agreed that Buyer assumes all risks and liabilities resulting from the use of the Goods. Seller neither assumes nor authorizes any person to assume for Seller any of the liability in connection with the sale or use of the Goods.