

TERMS AND CONDITIONS OF PURCHASE

1. **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specification of this order will be effective without written consent of Purchaser.
2. **PACKING:** No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified herein.
3. **DELIVERY:** **For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain approval thereto from Purchaser.** With respect to delivery under this order, time is of the essence and the order is subject to cancellation for failure to deliver on time. The acceptance by Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS AND ASSIGNMENTS:** All payments to Vendor shall be remitted by mail. Purchaser shall not honor drafts, C.O.D., nor accept goods on a sight draft basis. Furthermore, the provision of monies due under this contract shall only be assignable with prior written consent of purchaser.
5. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where specific authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, to route least expensive common carrier, and to bill Purchaser as a separate item on the invoice for said charges, less federal transportation tax. Each invoice shall contain a copy of the Bill of Lading indicating that the payment for shipping has been made. It is also agreed that Purchaser reserves the right to refuse C.O.D. Shipments.
6. **ACCEPTANCE: THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY PURCHASER.** Our payment of the invoices does not constitute acceptance of material or services furnished. Acceptance shall not be deemed as a waiver of any express or implied warranties. The seller hereby warrants that the products furnished under this proposal will be free from defects in material and workmanship and fit for the purpose for which they are intended.
7. We reserve the right to cancel this order, or any portion thereof, if deliveries are not made as specified therein. If settlement of the price to be fixed other than by future agreement of the parties is frustrated by fault of Seller, the Purchaser may, at its own option, either fix at a reasonable price or treat the contract as cancelled.
8. Invoices not rendered in accordance with instructions will be returned and the discount date will be based upon the date the corrected invoice is received.
9. Purchaser shall not be liable for failure to accept any part of this order, if such failure is the result of any cause beyond the control of Purchaser. Among such causes, but not definitive thereof, are fires, floods, strikes, differences with employees, casualties, delays in transportation, shortage of cars, inability to obtain necessary materials or machinery or total or partial shutdown of Purchaser's plant for any cause.
10. Seller will indemnify Purchaser and hold it harmless against any losses, claims, damages or liabilities (including without limiting the generality of the foregoing losses, claims, damages and liabilities in respect to employees or agents of Seller and of its Subcontractors), joint or several, to which Purchaser may become subject, insofar as such losses, claims damages or liabilities for actions in respect thereof relate to injury to or death of persons or damage to property that may have been caused or that may be alleged to have been caused, directly or indirectly, by Seller or its subcontractors, their employees or agents or by Purchaser, its employees or agents, in connection with or in any manner growing out of work called for by this contract, including without limiting the generality of the foregoing losses, claims, damages or liabilities arising in whole or in part from negligence or breach of duty, statutory or otherwise, on the part of Purchaser. Seller will reimburse Purchaser for any legal or other expenses reasonably incurred by Purchaser in connection with investigating or defending any losses, claims, damages or liability or action referred to in the preceding sentence.
11. **REJECTION:** All goods or materials purchased herein are subject to approval by Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by Purchaser or returned, will be at Vendor's risk and expense.
12. **CASH DISCOUNT:** In the event that purchaser is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary, due to damage, the discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract, but the invoice does not reflect the existence of a cash discount, purchaser is entitled to a cash discount with the period commencing on the date it is determined by the purchaser that a cash discount applies.
13. **RISK OF LOSS: Regardless of F.O.B point, vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to receipt; and such loss, injury or destruction shall not release vendor from any obligation hereunder.**
14. **LAW:** The laws of the State of Washington shall govern in all matters of construction or interpretation of this Agreement. The venue of any action arising out of this Agreement shall, at the option of Purchaser, be laid in King County, State of Washington.