

GENERAL TERMS AND CONDITIONS OF ORDER ACCEPTANCE

1. **ENTIRE AGREEMENT.** The entire agreement between Webb Core, Inc., and Buyer is contained in this order acceptance; no alleged oral promises or conditions not set forth herein shall be binding upon Seller or Buyer, and any prior negotiations or course of dealing between the parties are merged herein. This order can be modified or rescinded only by a writing signed by both of the parties. Except as otherwise provided herein, any agreement signed or sent by facsimile shall be treated as a binding original. Any terms and/or conditions presented by Buyer which are inconsistent with or in addition to the terms and conditions of this order acceptance are not binding upon Seller unless specifically accepted by the Seller in writing. In addition, if the Buyer has limited Seller's acceptance to the terms of its purchase order, then Seller does not accept the offer. The terms of this writing, along with the Seller's acknowledgment form, shall constitute a counteroffer, which shall be deemed accepted by Buyer upon Buyer's acceptance of the goods. Buyer's acceptance of the counteroffer is expressly limited to the terms of this writing and the terms of Seller's acknowledgment form.
2. **LIMITATION OF WARRANTY.** Seller warrants that the goods sold conform to the grade and quantity specified in Order Acceptance. **SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ANY SAMPLE OR MODEL OF THE GOODS SHOWN BY THE SELLER TO THE BUYER WAS FOR DEMONSTRATION PURPOSES ONLY, SELLER MAKES NO WARRANTY THAT THE GOODS DELIVERED SHALL CONFORM TO THE SAMPLE; CONFORMITY OF THE GOODS TO THE SAMPLE IS NOT PART OF THE BASIS OF A BARGAIN BETWEEN THE SELLER AND BUYER. IF THIS ORDER INCLUDES GOODS WHICH HAVE BEEN FABRICATED IN ACCORDANCE WITH SHOP DRAWINGS, THOSE GOODS ARE ONLY WARRANTED TO BE IN SUBSTANTIAL COMPLIANCE WITH THE SPECIFICATIONS OF ANY SUCH DRAWINGS.**
3. **LIMITATION OF LIABILITY.** The parties expressly agree that Seller's liability shall be limited to the cost of replacing any rejected goods to the point of delivery as specified in this order within a reasonable period of time following proper and timely rejection by the Buyer. Under no circumstances shall Seller be liable to Buyer for consequential or incidental damages of any nature whatsoever arising from nonconformity of goods. Delay in shipment or any other breach by Seller.
4. **REJECTION.** A rejection of the goods or claim for 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 on the face of this order acceptance. All claims for shortages and/or damaged material must be supported by written exceptions by Buyer or its representatives 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 claim.

5. **LIQUIDATED DAMAGES.** Under no circumstances will Webb Core, Inc. be held responsible for liquidated damages for any reason whatsoever.
6. **RETENTION.** Webb Core's Purchase order contract is strictly between Webb Core, Inc., the Manufacturer, (not a Sub-Contractor) and the Customer. Under no Circumstances will Webb Core become enjoined to any Retention Provisions in the Contract Documents, the Prime Contract, or any subcontracts to which our customer is obligated.
7. **TAXES.** The Customer is responsible for payment of all required statutory / regulated taxes, including but not limited to Sales and/ or Use Taxes, levied by the governing authorities which have jurisdiction over the transaction. When Certification of Tax Exemption does exist, such certification must be provided to Webb Core at the time the order is placed.
8. **DEFAULT.** If the Buyer becomes insolvent or makes any default hereunder, or under any other agreement between the parties hereto, Seller, at its option, may defer delivery hereunder until the default is cured or may treat the default as a repudiation by Buyer of this order in its entirety, resell the goods and hold Buyer liable for such damages as Seller may incur, including consequential and incidental damages.
9. **SELLER'S LIEN.** Seller shall have a lien on the goods for the contract price until paid in full. Buyer grants Seller a security interest in the goods to secure payment of the purchase price and Buyer agrees to execute any additional documents necessary to perfect Seller's security interest in the goods.
10. **FAILURE TO TAKE DELIVERY.** If Buyer fails to take delivery, the goods shall be held at Buyer's sole risk in all respects. Seller may, at Seller's option, acting as Buyer's agent and at Buyer's expense, store, insure and/or otherwise protect the goods, or may sell the same for Buyer's account.
11. **CANCELLATION.** If an order is canceled after receipt of the Purchase Order, a cancellation charge will be applied. Responsibility for payment of this charge resides solely with the Customer and is not transferable to a third party. The cancellation charge will be based upon the greater of 25% of total order value or the value of all work completed and in process at the time of cancellation, including but not limited to

Engineering, Drawings, Materials, Labor, Mock-ups, Freight Expenses, Lost Capacity, Overhead, and Profit.

- 12. CODE COMPLAINE.** Webb Core, Inc. assumes no responsibility for compliance to applicable building codes.
- 13. FORCE MAJEURE.** Seller shall be free from any liability for any losses caused by 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 covered by this order acceptance, including disturbances existing at the time this order acceptance was made. In such a situation, if shipment or delivery is not made during the period contracted for, Buyer shall accept delivery under this order acceptance 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.
- 14. CHOICE OF LAW/VENUE.** The parties agree that any legal proceedings brought to enforce the terms of this order acceptance, or any contract arising out of this order acceptance, shall be conducted in Marion County Circuit Court, Marion County, Oregon. The rights and obligations of the parties under this order acceptance and any contract related thereto shall be governed by the laws of the State of Oregon in effect as of the date of this purchase order, including. But not limited to. The provisions of the Oregon version of the uniform Commercial Code unless otherwise agreed to by Seller In writing. If any clause of this order acceptance is determined by any tribunal to be unenforceable, the clause shall be deleted and the balance of the order acceptance binding upon the parties.
- 15. CHANGE IN APPLICABLE DUTIES.** In the event any goods purchased under this order shall become subject to any governmental fees or duties not presently in effect, or to any increase in any existing fee or duty, Seller shall have a right to cancel the unshipped balance of any goods purchased under this order acceptance without liability.
- 16. SHIPMENT AND RISK OF LOSS.** All goods are sold "as is" FOB Seller's place of business.

17. PAYMENT. All amounts are due within thirty (30) days from invoice date. A service charge shall be assessed monthly against all past due balances at the lower rate of 18% APR or the maximum rate allowed by law. "Pay When Paid" Terms are NOT offered by Webb Core, Inc.

18. INDUSTRY STANDARD VARIANCES. Buyer acknowledges that there are industry standard variances in the color of paint from lot to lot. Buyer agrees that the industry standard variances in color of the goods are accepted and such variances shall not constitute grounds for rejecting the goods or revoking acceptance of the goods.

19. ATTORNEY FEES. The prevailing party in any legal action arising out of or relating to this agreement between Buyer and Seller shall be entitled to recover reasonable attorney fees and costs at trial and on any appeal therefore.

20. ACKNOWLEDGMENT. Shipment of the goods in response to this order are subject to Buyer approving and accepting the terms of this Seller's acknowledge form and accepting the above General Terms and Conditions. Buyer shall signify its acceptance of these terms and conditions by signing below and returning a signed copy to Webb Core, Inc. Acceptance of delivery of goods by buyer shall also constitute acceptance of the terms and conditions set forth above. A signed copy sent by facsimile shall be treated as an original and binding agreement.

Sold To:

PO #

DATE:

BUYER: _____ Date: