



TERMS AND CONDITIONS

PAYMENT TERMS: Net 30 Days.

SERVICE CHARGE: All amounts not paid within thirty (30) days of date of invoice will accrue a service charge in the amount of two percent (2) per month or the highest rate consistent with applicable usury laws (if less than 2% per month) and will be compounded each month in which the invoice, or any part thereof, remains unpaid.

COLLECTION COSTS: Purchaser agrees to pay all collection costs incurred by Unisource Manufacturing, Inc. in collecting unpaid amounts, including attorney fees, witness fees (expert and otherwise) and all out-of-pocket costs.

SECURITY INTERESTS: Purchaser hereby grants Unisource Manufacturing, Inc. a security interest in all merchandise (including inventory and equipment) sold, leased, or loaned by Unisource Manufacturing, Inc. to purchaser, whether now or in the future, to secure payment of the unpaid balance of any invoice (and all charges provided herein), whether now or hereafter outstanding, and Unisource Manufacturing, Inc. shall have all remedies provided in the Uniform Commercial Code of Oregon. Purchaser agrees that this Agreement may be filed as a financing statement and/or Unisource Manufacturing, Inc. may file a UCC financing statement in the jurisdiction in which purchaser is organized or maintains its chief executive office. Purchaser shall be responsible for paying all necessary filing fees.

PLACE OF PAYMENT: Purchaser agrees that all amounts due for merchandise purchased from Unisource Manufacturing, Inc. are payable at 8040 NE 33rd Drive, Portland, Oregon 97211.

JURISDICTION: All merchandise sales will be billed from the state of Oregon and all orders are subject to final approval of Unisource Manufacturing, Inc., at its sole option, in the state of Oregon. Purchaser consents to the jurisdiction of the state of Oregon and agrees that Multnomah County, Oregon, is a proper venue for any action arising out of this Agreement and/or the sale of merchandise from Unisource Manufacturing, Inc. to its purchaser. This Agreement and all sales made hereafter shall be governed by the substantive laws of the state of Oregon and not by its conflict of law of the state of Oregon and not by its conflict of law provisions.

PRICING: Invoices reflect price at time of shipment. Pricing may change without notice.

FREIGHT POLICY: All shipments will be made FOB shipping point, and title shall pass at the FOB point. Delivery to the initial common carrier shall constitute delivery to the purchaser. Any claims for loss or damage during the shipments are to be filed with the carrier by the purchaser. Unisource Manufacturing, Inc. will not assume responsibility for the performance of the carrier. If a partial shipment is made at the purchaser's request, resulting in a back order, the balance of the order will be shipped collect if it is less than prepaid requirements.

RETURNED PRODUCT POLICY: Unisource Manufacturing, Inc. will accept no material for return without written authorization, and a return goods authorization number assigned.

- **Returned Goods – Defective:** Products that are to be returned for final inspection must be returned freight prepaid in the most economical way. Credit will be issued for material found to be defective based on price at the time of purchase.
- **Returned Goods – Ordered in Error:** All product must be returned freight prepaid and in original packaging. If the product return is accepted, a 15% rehandling fee will apply, plus a charge back for outbound freight charges if the original order was shipped prepaid. Returns are not accepted for any products that are specially manufactured to meet purchaser's requirements of either specifications or large quantity.

WARRANTIES: Unisource Manufacturing, Inc. warrants that all products sold by it will be free from defects in workmanship and materials under normal usage for a period of one (1) year. The maximum liability of Unisource Manufacturing Inc., and to any person whatsoever arising out of or in connection with any sale, use or employment of any products or supplies delivered hereunder, whether such liability arises from claims based upon contract, warranty, tort, failure or essential purchase or otherwise, shall in no case exceed the actual amount paid to Unisource Manufacturing, Inc. for the products delivered hereunder. In no event shall Unisource Manufacturing, Inc. be liable for lost profits, lost revenues or consequential damages. **Except as set forth above, Unisource Manufacturing, Inc. makes no representations or warranties regarding the products (regardless of whether as to the results to be obtained, infringement or otherwise) and disclaims all implied warranties, whether of merchantability, fitness for specific purpose or otherwise. Unisource Manufacturing, Inc. published technical information may change without notice due to changes in the industry.**

All warranty claims shall be submitted to Unisource Manufacturing, Inc. in writing within one (1) year from the date of shipment of the products from its factory. Unisource Manufacturing, Inc. shall then have a reasonable period of time in which to repair or replace the defective products.

This warranty runs only to the original purchaser. The warranty remains valid only if the products are installed and maintained in accordance with all instructions and standard industry practices. The warranty does not apply to damage resulting from corrosion, misapplication, improper specifications or other unanticipated operating conditions.