



Terms and Conditions

The Creditor requests authority to purchase materials from Dearborn Lumber Co. (Dearborn) on an open account. Dearborn authorizes an open account for the Creditor according to the following terms and conditions and on the representations of the Credit Agreement which is attached hereto.

- **Payment** Standard terms of sale for customers on account are Net 30. Any special payment terms will be pre-approved by the credit committee.
- **Limitations for Damages.** Dearborn is not responsible for consequential or incidental damages and specifically excludes warranties for merchantability and fitness for a particular purpose.
- **Late Charge.** The Creditor will be charged a 2% per month late charge on all past due account balances per month (a minimum \$2.00 per month if balance is less than \$100.00). Dearborn reserves the right to suspend and/or terminate the account at any time.
- **Attorney's Fees.** The defaulting party shall pay the non-defaulting party's attorney's fees and costs incurred as a result of a default of this Agreement.
- **Venue and Law.** Any action between the parties to enforce any of the provisions of this Agreement shall be filed and decided in the Superior Court of King County, State of Washington. The terms of this Agreement shall be construed according to the laws of the State of Washington.
- **Conflict.** The Parties agree that the terms and conditions of this Agreement will prevail over any conflict with the terms of the Purchase Order.