

## **LCNW Terms and Conditions**

**Terms and Application of Payment:** The gross amount of the invoice is due within 30 days from invoice date.

Service charges will be charged by Laser Cutting Northwest, and Buyer agrees to pay the one-half percent (0.5%) per month on all invoices not paid within the selling terms. Service charges will be charged for the number of days beyond selling terms and will be invoiced on a monthly basis for the number of days the invoice remains outstanding. Service charges not invoiced and shown on a particular month end statement will be invoiced during the following month and shown on the following month end statement.

Payments received by Laser Cutting Northwest from or for the account of Buyer with a clear designation or direction for application on a particular invoice will be applied by Laser Cutting Northwest first to service charges invoked to the date of payment applicable to that particular purchase invoice and the balance, if any, will be applied on the designated purchase invoice. Payments received without a designation or direction for application will be applied first to service charges invoiced to the date of payment on all outstanding purchase invoices and the balance, if any, to the oldest purchase invoice then outstanding. Buyer agrees these provisions are irrevocable by the Buyer and shall take precedence over any subsequent directions which Buyer may provide to Laser Cutting Northwest in connection with any payment.

**Basis of Sales Invoices:** All goods and services shall be invoiced in accordance with Laser Cutting Northwest's quotation system. All quotations, oral or written, are subject to prior sale unless otherwise specified in writing by Laser Cutting Northwest.

**Shipments and Payments:** All shipments and deliveries shall be at all times subject to the approval of Laser Cutting Northwest's credit department. If the Buyer fails to make any payment in accordance with the terms hereof, or defaults in the performance of any other obligation owing to Laser Cutting Northwest. Laser Cutting Northwest may, at its option, and in addition to any other right or remedy, defer shipments under any contract with Buyer, or cancel same, or stop in transit, except on satisfactory assurance of performance and payment, including, without limitation, security or addition security, or of cash before or on delivery, and all other rights in this regard.

**Delays and Deliveries:** Laser Cutting Northwest shall under no circumstances be responsible or liable for failure to fill any order or orders when due to: earthquakes, fires, floods, riots or other civil disorder; any act of war; material shortages; freight embargoes, or transportation delays; shortages of labor fuel or power; inability to secure materials or supplies at current prices or on account of shortages thereof; acts of God or of any public enemy, any existing or future statute, rule, regulation, order or act of the federal, state, or local governments (or agencies thereof) affecting the conduct of Laser Cutting Northwest's business; any other cause beyond Laser Cutting Northwest's reasonable control whether affecting the procurement, production or transportation of the particular order.

Security Interest: Laser Cutting Northwest shall retain a security interest in all material and related goods until payment in full is made by Buyer, Risk of loss or damage to goods and materials shall be upon Buyer upon delivery by Laser Cutting Northwest to the carrier, F.O.B. shipping point or, if delivered by Laser Cutting Northwest vehicles, F.O.B jobsite. Additionally, Buyer, by acceptance of the goods and materials described on the face of this document, grants to Laser Cutting Northwest a security interest in all other inventory now or hereafter owned or possessed by Buyer to secure payment of the purchase price of the goods and materials described on the face of this document.

Inspection-Claims: Buyer agrees to prudently and carefully inspect purchased goods against shipping papers upon delivery and unloading at destination. No claims for shortages or damaged material will be valid or recognized by Laser Cutting Northwest unless written notice specifying in detail the nature and extent of such shortage or damage is delivered in writing to Laser Cutting Northwest within five (5) days from the date of delivery accompanied by original packing slip, with notation on the face thereof by the authorized agent of the carrier as to the items and quantities short or damaged. When delivery is by Laser Cutting Northwest truck, all claims for shortages and damaged material must be delivered in writing to Laser Cutting Northwest with 72 hours of date of delivery. Laser Cutting Northwest will in no way be responsible for or liable for any incidental, special, or consequential damage or commercial loss of any type or nature by reason of such shortage or damaged materials.

Limited Warranty: Laser Cutting Northwest warrants only the original purchaser (Buyer) that the materials and goods shipped under any order conform to the description on the face thereof, subject to tolerances and variation consistent with usual and customary trade practices, and warrants title. Except for title, there are no warranties that extend beyond the description in respect to the materials, AND THE ABOVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MECHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NO EXPRESSED OR IMPLIED WARRANTIES EXCEPT AS ABOVE STATED SHALL APPLY TO GOODS OR MATERIALS SOLD BY LASER CUTTING NORTHWEST, AND NO WAIVER ALTERATIONS, OR MODIFICATIONS OF THE FOREGOING SHALL BE VALID UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF LASER CUTTING NORTHWEST

Should any items supplied by Laser Cutting Northwest fail to conform to the description; LASER CUTTING NORTHWEST'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE ITEM OR REFUND OF THE PURCHASE PRICE, at Laser Cutting Northwest's option, if: (1) Buyer gives Laser Cutting Northwest written notice specifying in detail the nonconformity or defect within ten (10) days from the date of delivery. (2) Laser Cutting Northwest inspectors, at Laser Cutting Northwest's warehouse, determine that the items in fact are nonconforming or defective, (3) Buyer shall at its expense within ten (10) days after request return the items to Laser Cutting Northwest's warehouse; and (4) terms of payment have been fully met. The foregoing shall be the Buyer's sole and exclusive remedy, whether in contract, tort or otherwise, and Laser Cutting Northwest shall not in any event be liable for loss or damage arising out of the use or the inability to use the items or for any incidental, special, or

consequential damage or commercial loss of any type or nature.

Agreement of Sale: Any of the terms and provisions of any order by Buyer which are inconsistent with the terms and provisions hereof shall not be binding on Laser Cutting Northwest and shall not be considered applicable to the sale or shipment of any items by Laser Cutting Northwest unless expressly agreed to in writing and signed by an executive officer of Laser Cutting Northwest.