

SALES TERMS AND CONDITIONS

- 1. PAYMENTS AND ACCEPTANCE OF TERMS:** All sums payable by Customer for the goods purchased shall be paid to Anthony Forest Products Company (hereinafter "Seller") without deduction, setoff, prior notice or demand. All past due amounts shall bear interest at the maximum rate allowable by law from the due date until paid. Customer is deemed to have accepted these Sales Terms and Conditions (a) if Customer signs and returns the applicable Order Acknowledgement and/or Invoice (collectively, the "Acknowledgment") in which these Sales Terms and Conditions are incorporated, or (b) if Customer fails to deliver to Seller a written objection to these Sales Terms and Conditions within ten (10) days of Customer's receipt of the applicable Acknowledgment in which they are incorporated, or (c) if Customer accepts the goods delivered.
- 2. TAXES AND ADDITIONAL CHARGES:** Any sales, use or similar taxes, excises or charges that are levied or charged against Seller (whether federal, state, or local) on account of or upon the sale by Seller to Customer of any goods will be added to the applicable prices and shall be paid by Customer. Unless otherwise agreed in the Order Acknowledgement and/or Invoice, prices shall be F.O.B. Seller's Plant and Customer shall pay any freight or handling charges.
- 3. DELIVERY AND TITLE:** Seller reserves the right to withhold delivery of any goods to Customer if Customer is over its credit limit with Seller. Customer shall promptly take delivery of all goods purchased upon their tender by Seller. If Customer fails to take delivery of any goods within 5 days of Seller's tender thereof, Seller may immediately: (a) cancel the order and resell the goods; (b) bill or invoice Customer for the goods; (c) ship the goods to Customer, at Customer's cost; and/or (d) reprice the goods at the time of shipment to Customer. If Seller ships goods to Customer and, for any reason, Customer does not take delivery, Seller may make provisions for the handling and storing of said goods and Customer shall bear all costs associated therewith. Title to goods and risk of loss shall pass to Customer upon delivery to a carrier unless specified otherwise in writing.
- 4. LIMITATION OF REMEDIES:** Customer's sole and exclusive remedy hereunder for any breach shall be the replacement or repair of any goods purchased. Customer hereby waives its right to any incidental or consequential damages whether due to delay in delivery, receipt of goods in a damaged or defective condition, or any other cause, including the negligence or other conduct of Seller.
- 5. SELECTION AND CUSTOMER'S OBLIGATION TO INSPECT:** Customer represents that it has not relied on Seller's skill or judgment in selecting the goods purchased. Customer shall inspect any goods purchased within five (5) days after delivery, and unless Customer gives Seller notice within the five (5) days that the goods are damaged or defective, Customer shall be deemed to have accepted the goods in the condition in which it was delivered and to have waived any objection thereto.
- 6. CANCELLATION:** Seller's obligations may be suspended or canceled, at Seller's option, to the extent Seller is hindered from performing by any cause whatsoever beyond its reasonable control, including, without limitation, accidents, labor disputes, including strikes and lockouts, acts of God, sabotage, fires, embargoes, storms, federal, state, or local governmental action, or shortages of equipment, raw material, labor, or fuel.
- 7. WARRANTIES AND CUSTOMER'S ASSUMPTION OF RISK:** Seller warrants that its title to the goods purchased is marketable. THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR ANY LIMITED WARRANTIES APPLICABLE TO SELLER'S PRODUCTS. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the goods purchased. Customer assumes all risk and liability resulting from the use or resale of any goods purchased, whether used singly or in combination with other materials.
- 8. INDEMNITY:** Customer shall indemnify and hold harmless Seller, its affiliates, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, costs and attorneys' fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with this purchase. Such indemnity shall apply whether or not such injury, death, or damage results in whole or in part from Seller's negligence or other conduct. Seller has the right, but not the obligation, either to undertake the defense of any claim or suit and hold Customer liable for all costs associated therewith or to require Customer to assume the defense of any such claim or suit on Seller's behalf.
- 9. NOTICE AND LIMITATIONS OF ACTIONS:** Customer shall notify Seller immediately of any complaint regarding the goods purchased. Seller, at its option, shall be allowed to inspect the goods or otherwise investigate the complaint in any manner Seller deems appropriate. Within 60 days from the date the goods purchased hereunder are delivered, Customer shall give Seller written notice of Customer's claim for any damages (including, but not limited to, any claims or disputes as to price, grade, amount, shortage, shipment of goods, or variance of terms); otherwise, Customer's claims will be deemed waived and barred.
- 10. SECURITY INTEREST AND POWER OF ATTORNEY:** Customer hereby grants and Seller retains a security interest in and to the goods purchased along with all parts, additions, replacements, accessions and substitutions thereto, to secure payment of the purchase price and any other obligations of Customer to Seller, direct or indirect, due or to become due, now existing or hereafter arising. Customer hereby irrevocably makes, constitutes and appoints Seller (and Seller's agents) as Customer's true and lawful attorney with power to sign the name of Customer on any financing statement, continuation financing statement, security agreement, notice or other similar document which, in Seller's opinion must be executed and/or filed in order to perfect or continue perfection of Seller's security interest. A copy of this agreement shall be sufficient as a financing statement.
- 11. COSTS :** Customer agrees to pay all costs and expenses, including but not limited to attorney's fees, incurred by Seller in enforcing its rights under these Sales Terms and Conditions and the applicable Acknowledgment in which they are incorporated.
- 12. MISCELLANEOUS:** These Sales Terms and Conditions and the applicable Acknowledgment in which they are incorporated represent the entire agreement of the parties. To the extent that these Sales Terms and Conditions conflict with the applicable Acknowledgment in which they are incorporated, the applicable Acknowledgment shall control. If any provision hereof is unenforceable, the remaining provisions shall survive and be enforced. Customer shall not make any assignment concerning this sale, including, without limitation, Customer's payment obligations for the goods purchased, without the prior written consent of Seller. These Sales Terms and Conditions and the applicable Acknowledgment in which they are incorporated shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns. The failure of Seller to insist in any one or more instances upon strict performance of any of the provisions hereof shall not constitute a waiver of such provision. This sale and these Sales Terms and Conditions and the applicable Acknowledgment in which they are incorporated shall be governed by the laws of the State of Arkansas and any legal proceeding in connection herewith shall be filed in a court with appropriate jurisdiction in Union County, Arkansas.