

Concord Lumber Corporation Terms and Conditions

The term "Seller" used herein shall mean Concord Lumber Corporation and its successors and assigns. An order is deemed by Seller to be an offer to purchase, which Seller may accept or reject. Seller's acceptance of an offer to purchase is binding on Seller only if made by written instrument or, if not by written instrument, by shipment or conveyance of the products ordered. Seller accepts orders from its customers ("Buyer" or "Buyers") subject to the Terms and Conditions contained herein and in accordance with verbal or written instructions provided at the time orders are placed. Orders confirm verbal or written instructions and shall be deemed accepted as specified. Modification of orders by Buyers may be made subject to written acceptance by Seller. Orders represent the final culmination of all prior oral discussions.

General

The Terms and Conditions of Sale at the date of order and the customer named on the face of any order shall be deemed included in and a part of that order. Modification of Seller's Terms and Conditions of Sale are objected to and are disallowed, except as may be made in writing signed by the Seller's authorized agent. Any terms listed on a purchase order from Buyer that are not consistent with Seller's Terms and Conditions of Sale will not be accepted unless approved in writing by the Seller.

Price

Prices are subject to change without notice. Orders will only be accepted subject to our ability to furnish and at our price in effect at the time of shipment. Rebates or refunds for goods previously delivered in case of a price decline cannot be allowed, nor will goods be rebilled at a higher price in the case of price increases. Products will not be shipped on consignment or on a guaranteed sale basis.

General Freight Terms

For orders shipped via Seller's vehicles, shipments are F.O.B. delivered, in which case title shall pass to Buyer upon payment in full of the goods or materials. In the event that we make delivery to a site designated by the Buyer and no one is present to accept delivery thereof, Buyer agrees that the Seller delivering same, may initial the invoice to evidence delivery and Buyer acknowledges receipt thereof. All advanced information as to shipments is based on our business opinion and we assume no financial responsibility in giving same and Buyer waives any claim resulting there from. We will not honor any back charges claimed by you due to delays in shipment.

For orders shipped via a third party, shipments are F.O.B. shipping point, freight prepaid and added. When orders are shipped via a third party carrier, claims for shortages or damages in transit are the responsibility of the Buyer and should be filed directly against the carrier. Shortages and damages must be acknowledged and signed for at the time of delivery, with the delivery receipt furnished with the claim form.

Credit and General Payment Terms

Seller accepts cash, checks, money orders, Visa, MasterCard, Discover, and American Express. All non-cash payments may be subject to third party approval. For customers with established credit, acceptance of any order sold "on account" is subject to final credit approval. Unless otherwise noted on any invoice, all amounts are due and payable thirty days from the date of the statement. We reserve the right to make all outstanding invoices immediately due from the Buyer if in the Seller's believes the Buyer's financial condition has changed or if the Buyer has failed to timely pay any of the Seller's

invoices. Seller reserves the right to cancel any order if Seller deems Buyer unable to pay either for the products it sells or the services it renders. Buyer agrees to pay a bad check fee in the amount of \$50.00 per check per deposit. Buyer authorizes and consents to our obtaining a prejudgment writ of replevin and other prejudgment security in the event payment is not made in accordance with established credit terms. At the Seller's request, Buyer shall assemble the collateral at a place and time that we designate. Customer agrees that we may assign or sell its rights to recover payment arising from or related to Buyer's purchase from Seller.

See Credit Agreement for full explanation of credit terms.

Sales Tax

Based on State regulations, Buyer is responsible for all applicable taxes or for providing a valid sales tax exemption document. Sales tax, if applicable, will not be credited after thirty days from invoice.

Guarantees and Warranties

With respect to materials or products purchased by Buyer, Seller makes no warranty, express or implied. Seller does not extend or service a manufacturer's warranty, if any, for materials or products sold. All manufacturers' warranty work is solely and exclusively provided by the manufacturers. Manufacturer's warranty, if any, will be made available upon request, or as part of manufacturer's documentation accompanying the materials or products. Seller disclaims any liability for incidental and consequential damages for breach of any express or implied warranty. Implied warranties of merchantability or fitness for particular purpose are expressly excluded.

Authority of Seller's Agents

No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning the goods sold under any sales agreement unless an affirmation, representation, or warranty made by an agent, employee or representative is specifically included within a written contract. Otherwise such affirmation, representation, or warranty is not a part of any bargain and shall not in any way be enforceable.

Unavoidable Delays

The Seller shall not be liable for delays caused by strikes, labor disturbances, lockouts, riots, fires, acts of God or the public enemy, delays in transportation, shortage of trucks or railcars, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of the Seller to control.

Claims and Reinspections

Any claims for defective materials, shortage in quantity and/or improper workmanship shall be waived unless written notice of specific claims is received by us within 24 hours of shipping, deliver or pick-up of the materials claimed to be defective, short shipped and/or subject to allegations of improper workmanship.

In the event that Buyer's claim shall be based upon the grade or quality of such goods, or any portion thereof, Buyer will accept delivery of and pay for in accordance with the terms of this agreement that portion of the goods in respect to which no claim is made and will hold intact and properly protected for a period of thirty days for inspection by Seller or its authorized agent that portion of the goods in respect to which claim is made hereunder. Any reinspection of goods subject to manufacture according to rules and standards of an association that are sold by Seller shall be subject to the rules and standards

of said association. It is agreed that the finding of said association shall be binding upon the parties in the event of litigation or adjustment.

Returned Goods

No item may be returned for credit without prior consent of Seller. If materials which are returned subsequent to consent are, in the opinion of Seller, in saleable condition, credit will be issued at the original invoice price. Stock material only that was purchased from us will be accepted when returned in good and merchantable condition within thirty days so receipt provided that we have, in our sole discretion, authorized the return in advance. Credit for such returns will be allowed less a restocking charge. No credit or returns shall be allowed on Set- Up frames or any other goods made to order of any description. If materials which are returned subsequent to consent are, in the opinion of Seller, not saleable condition, credit will not be issued and such materials may be destroyed or discarded by Seller without notice to Buyer. Statements to the contrary notwithstanding, certain special order goods may be returnable outbound freight charges. We reserve the right to charge a 25% restocking fee. "Special material" or "modified material", as defined by Seller, will not be considered eligible for return.

Limitation of Liability

THE BUYER AGREES THAT THE SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE BUYER HEREBY: (1) WAIVES ALL RIGHT TO TRIAL BY JURY; (2) IS SUBJECT TO THE PERSONAL JURISDICTION OF THE COURTS AND LAWS OF MASSACHUSETTS AND CONSENT TO BE SUED IN MASSACHUSETTS; (3) AGREES THAT ANY LITIGATION BROUGHT AGAINST THE SELLER MUST BE BROUGHT IN A STATE COURT OF MASSACHUSETTS HAVING PROPER VENUE; AND (4) WAIVES ALL RIGHTS OF SET OFF AND COUNTERCLAIM. THE BUYER HEREBY SUBORDINATES ALL OF ITS EXISTING AND FUTURE HOMESTEAD RIGHTS TO ANY JUDICIAL AND/OR STATUTORY LIENS OBTAINED AND/OR RECORDED BY THE SELLER TO SECURE PAYMENT OF ANY CURRENT AND FUTURE DEBT OR OBLIGATION OF THE BUYER TO THE SELLER, THE BUYER HEREBY GRANTS US AN IRREVOCABLE POWER OF ATTORNEY AND IRREVOCABLY AUTHORIZES THE SELLER AS ITS ATTORNEY IN FACT TO SIGN AND RECORD ON BEHALF OF THE SELLER AT ANY TIME, AND FROM TIME TO TIME, IN ANY JURISDICTION, ANY DOCUMENT THE SELLER DEEMS NECESSARY TO EFFECT THE SUBORDINATION OF THE BUYER'S HOMESTEAD RIGHTS AS SET FORTH ABOVE. THE BUYER'S SUBORDINATION OF HOMESTEAD RIGHTS CONSTITUES MATERIAL CONSIDERATION FOR THE EXTENSION OF CREDIT. WE HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF FITNESS AND OF MERCHANTABILITY OF ANY OF THE GOODS AND SERVICE WITH IT PROVIDES TO THE BUYER. IN ADDITION, WE HEREBY DISCLAIM ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES NOT SPECIFICALLY SET FORTH HEREIN. WE MAKE NO EXPRESS WARRANTIES BEYOND THE DESCRIPTION OF MATERIALS AND THE BUYER AGREES THAT THE SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING FROM SERVICES RENDERED AND/OR MATERIALS PROVIDED. THESE TERMS AND CONDITIONS ARE IN ADDITION TO AND SUPPLEMENT THOSE SET FORTH IN THE CREDIT APPLICATION.

Cancellation

Cancellations can be made only upon written consent of both the Buyer and Seller, except that we reserve the right to cancel in the event of a strike, fire and any other cause beyond our control that affects our ability to deliver materials on our scheduled delivery. No changes or cancellations may be made once a plant production has begun. We cannot consent to cancellations of goods made-to-order which are in process or completed. Goods made-to-order include, but are not limited to the following "Set-Up" window units, "Set-Up" door units, Special Order merchandise and other products of special millwork.

Governmental Law and Regulations

Seller's and Buyer's obligations hereunder shall be subject to applicable governmental laws, rules, regulations, executive orders, priorities, ordinances and restrictions now or hereafter in force, including but not limited to (a) the Fair Labor Standards Act of 1938, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Age Discrimination on Employment Act of 1967, as amended; and (d) the rules, regulations, and executive order pertaining thereto.

Note: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has capacity to enter into a binding contract) because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Protections Act. The Federal Agency that administers compliance with this law concerning credit is the Federal Trade Commission.

Miscellaneous

No waiver by Seller of any of these Seller's Terms and Conditions of Sale or any breach hereof, shall constitute or be deemed to be a waiver of any such terms or of any breach, in any other case, whether prior or subsequent thereto. No waiver shall be deemed to occur as a result of the failure of any party to enforce any term or condition of these Seller's Terms and Conditions of Sale. Any provision contained in Seller's Terms and Conditions of Sale which is prohibited or unenforceability in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

The paragraph headings contained herein are for convenience only and shall not be used in interpreting or construing these Seller's terms and Conditions of Sale.

Buyer shall have no right of setoff, and no deduction of amounts due to Seller from Buyer shall be made without Seller's express written approval.

These Seller's Terms and Conditions of Sale are subject to change without notice.