

TERMS AND CONDITIONS

THIS SALE IS EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON THE TERMS AND CONDITIONS HEREIN EXCEPTING THOSE WHICH MAY BE PROHIBITED BY LAW. ANY TERMS IN ADDITION OR DIFFERENT FROM THOSE CONTAINED, HEREIN MUST BE ACCEPTED BY SELLER IN WRITING. OBJECTION TO ANY TERMS CONTAINED HEREIN SHALL BE DEEMED TO HAVE BEEN WAIVED IF ANY PART OF THE DESCRIBED GOODS IS ACCEPTED.

1. **DISCLAIMER OF WARRANTIES:** ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE SOLELY THOSE OF THE MANUFACTURER AND NOT THE SELLER. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. BUYER ACCEPTS THE PRODUCTS SOLD "AS IS".
2. **LIMITATION OF SELLER'S LIABILITY AND BUYER'S REMEDY:** UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF ANY DEFECT, DELAY, NON-DELIVERY, SHORTAGE, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, AND ALL SUCH DAMAGES ARE EXPRESSLY EXCLUDED HEREIN. SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVEREMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF THIS SALE, INCLUDING NEGLIGENCE AND STRICT LIABILITY, IS EXPRESSLY LIMITED, AT THE SELLER'S OPTION. TO THE REPAIR OR REPLACEMENT OF THE GOODS AS ORIGINALLY SUPPLIED WITH RESPECT TO WHICH SUCH DAMAGES ARE CLAIMED OR THE REFUND OF THE ORIGINAL PRICE PAID TO THE SELLER FOR SUCH GOODS. BUYER SHALL NOT SET-ASIDE OR OTHERWISE DEDUCT ANY DAMAGES WHETHER ACTUAL OR ALLEGED, FROM PAYMENTS DUE SELLER, UNLESS SUCH SET-ASIDE OR DEDUCTION IS AUTHORIZED IN WRITING BY SELLER AS WHOLE OR PARTIAL REFUND UNDER THE PROVISIONS HEREOF.
3. **CHECKING & WARPING:** Wood and wood products are hygroscopic in nature, they will readily absorb and expel moisture from the atmosphere. Ambient changes in temperature and humidity can cause expansion or contraction in wood products. These dimensional changes may result in checking or warping, both of which are considered an intrinsic risk of wood products and are not claimable defects.
4. **TERMS:** 1% 10 days, Net 30 from date of invoice. 1 1/2% per month late charge on past due accounts. Maximum 18% per annum. All invoices payable at our office in San Antonio, Bexar Co., Texas.
5. **DESCRIPTIONS:** Buyer recognizes that many measurements in the lumber industry are nominal and descriptive only. They are not to be taken literally and, if in doubt, Buyer will inquire of Seller.
6. **COLLECTION:** Should it become necessary to place Buyer's account for collection, the Buyer shall pay all costs thereof, including reasonable attorney's fees. In the event suit must be filed to collect this account, the venue for such action will be in the Seller's county / parish and payments hereunder are due at Seller's place of business.
7. **NON-WAIVER:** Seller's failure to exercise any rights under this invoice upon one or more occasions shall not waive Seller's right to exercise such rights on any other occasion.
8. **INVALIDITY:** Any partial invalidity herein shall not affect the whole.
9. **CLAIMS & RETURN GOODS POLICY:** Check your order carefully. Claims for shortage, damage, or error must be reported immediately to our driver on delivery. All claims and Returned Goods must be accompanied by this invoice or a copy of Delivery Ticket. Custom made or special Ordered non-stocked merchandise cannot be returned. Merchandise credited must be in good re-saleable condition. No credit or claims allowed after 30 days. 15% **handling charge will be charged on all returns.**
10. **WARNING:** Certain products sold by Roddis Lumber and Veneer Company, L.P. ("Roddis") contain substances such as urea formaldehyde, chemicals, flammable materials or other additives which may be harmful and / or hazardous to persons, pets and property. These substances are added in the manufacturing process by the manufacturer of the product. Accordingly, Roddis hereby disclaims any responsibility for any damages to persons or property which may be caused by these additives. The manufacturers of the products containing these additives have issued warnings regarding the risk of exposure to the products. Copies of these manufacturer's warnings are available on request from Roddis and / or the manufacturer. Wood dust may cause lung, upper respiratory tract, eye and skin irritation. Some wood species may cause dermatitis and / or allergic respiratory effects. Copies of Material Safety Data Sheets are available upon request. In consideration of your receipt of this notice and payment for the products sold as set forth on this invoice, you agree to release Roddis from any and all liability for damages which may be incurred as a result of exposure to these hazards.
11. Roddis Lumber and Veneer Company, L.P. is a "Distributor" for regulated composite panels, component parts or finished goods made with regulated composite panels for purposes of resale or distribution in commerce. Panels, components or finished goods are TSCA Title VI compliant or were produced prior to June 1, 2018.