

# Sales Terms and Conditions

## **A. Acceptance/Agreement**

All orders are subject to acceptance by Siskiyou Corporation ("Siskiyou") and Buyer's acceptance of these Terms and Conditions ("Terms and Conditions"). Contrary, additional or different terms or conditions in any purchase orders, other documents or any written or oral communications are rejected and shall be of no effect whatsoever.

## **B. Limited Warranty**

Siskiyou expressly warrants that the goods which are the subject of any sale will conform to the specifications, drawings or other descriptions specified by the Buyer or if none are so specified, to Siskiyou's standard specifications for such goods. The goods will be new and unless specified to the contrary on the order acknowledgment or invoice, will be free of all liens and encumbrances. SISKIYOU HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR BY WRITTEN MATERIALS INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **C. Limitation of Liability**

In no event shall Siskiyou be liable for incidental, special or consequential damages, losses (including, but not limited to, lost profits) or expenses of any kind directly or indirectly arising from the sale of goods or from any breach of warranty or of these Terms and Conditions even if Siskiyou has been notified of the possibility of such damages. Siskiyou's liability is expressly limited to, at Siskiyou's sole option, either: (a) The repair or replacement of non-conforming goods; or (b) The refund or credit of the purchase price paid by Buyer for such non-conforming goods.

## **D. Cancellation**

Standard Catalog Goods. Orders for standard catalog goods may be cancelled only under the following circumstances and subject to the following conditions: (a) written notice of cancellation or termination of the Buyer's order for standard catalog goods must be received by Siskiyou not less than 90 days before the shipping date

specified by Siskiyou; (b) the issuance of a written Return Authorization by Siskiyou; and (c) receipt by Siskiyou of a 25% restocking fee on shipped or unshipped goods based on the difference in price breaks to reflect the goods purchased by Buyer. All returned product must be shipped freight prepaid by Buyer.

Special, Non-Standard or Custom Goods. Orders for special, non-standard or custom goods are not cancellable. Oregon Uniform Commercial Code Remedies. Under all circumstances, Siskiyou shall be entitled to all remedies available to it under the Oregon Uniform Commercial Code.

#### **E. Product Return**

The return of unused and undamaged standard catalog goods within 30 days after Siskiyou's Initial Invoice Date may be allowed by Siskiyou subject to the following conditions: (a) a Return Authorization issued in advance by Siskiyou; and (b) payment by Buyer of a 25% restocking charge, plus any additional sums due on account of the change in the quantity pricing of the goods. All returned product must be shipped freight prepaid by Buyer. Siskiyou reserves all its rights and remedies available to it under the Oregon Uniform Commercial Code.

#### **F. Confidential Information**

All drawings, diagrams, specifications and other materials furnished by Siskiyou relating to the use and service of goods sold to Buyer and the information embodied therein are proprietary to Siskiyou. Buyer may not use, reproduce or distribute such materials except to Buyer's employees for use on an as-needed basis only without violating Siskiyou's rights in and to such materials. Siskiyou will treat drawings, specifications or data furnished by Buyer as confidential, when identified as such, in connection with any sale.

#### **G. Shipping and Delivery**

Shipping. We normally ship to US customers by surface transportation. All shipping and related charges will be added to the invoice. Allow 3-7 working days inside the continental United States. Upon request, expedited shipment is available at Buyer's expense.

Delivery. The promised delivery date is the best estimate possible based upon current and anticipated manufacturing

capabilities of when the product will be shipped. However, Siskiyou shall not be liable to Buyer or any third party for loss or damage including, without limitation, consequential damages, due to late delivery.

#### **H. Claims/Notice of Defects**

Failure of the Buyer to object in writing to any goods shipped to it by Siskiyou Corporation within 30 days after receipt thereof will constitute complete acceptance by Buyer thereof. Defective material must be returned to Siskiyou within 30 days after receipt and with prior authorization from Siskiyou. Siskiyou may at its option recondition or replace the defective goods to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

#### **I. Force Majeure**

Fulfillment of any order is contingent upon the availability of materials, labor and machines. Siskiyou shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of Siskiyou or its suppliers including, but not limited to, war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, or acts of God, shortage of labor, fuel, raw material or machinery or technical failure where Siskiyou has exercised ordinary care in the prevention thereof.

#### **J. Payment Terms**

Siskiyou payment terms are net 30 days unless special written arrangements have been made. Siskiyou may, at any time, suspend production or delivery of any order or require payment in cash, security of other adequate assurance satisfactory to Siskiyou when, in Siskiyou's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. Siskiyou Corporation reserves the right to assess late charges on accounts due past 30 days at the rate of 1.5% per month (18% per annum). All goods shall remain Siskiyou's property until the Buyer has paid in full for such goods, and Buyer hereby grants Siskiyou a security interest in such goods until payment in full has been made. All goods are shipped FOB Siskiyou's shipping dock, Grants Pass, Oregon.

**K. Collection Costs and Attorney Fees in the Event of Cancellation or Default: Governing Law and Venue**

In the event the Buyer cancels any order, becomes overdue on any sums due to Siskiyou or fails to pay for any order when due in accordance with these Terms and Conditions, in addition to all remedies available to Siskiyou under the Oregon Uniform Commercial Code and the charges assessed to the Buyer pursuant to these Terms and Conditions, the Buyer agrees to pay all costs of collections whether or not action or suit is filed, including, without limitation, attorney fees, court costs, collection expenses and other expenses which Siskiyou may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court. If any proceeding, action or suit is instituted to collect any sums due Siskiyou, including any proceedings brought under the United States Bankruptcy Code, Siskiyou shall be entitled to recover as determined by the court, in addition to any other relief awarded: (a) its reasonable attorney fees; (b) other fees, costs and expenses of every kind, including those specified in ORCP 68A(2), incurred in connection with the proceeding, action or suit or any appeal or petition for review there from; and (c) costs incurred in the collection of the award or the enforcement of the order.

These Terms and Conditions shall be construed and governed wholly by the laws of the state of Oregon. Any suit or action of any kind relating to this Agreement or the subject matter hereof must be brought in the circuit Court of the state of Oregon for Josephine County or Multnomah County or the United States District Court for the District of Oregon. Buyer hereby expressly consents to personal jurisdiction of said courts over Buyer in any such suit or action.