



Terms and Conditions

IDENTIFICATION OF SELLER - The seller herein is Ferche Millwork, Inc. or any of its subsidiaries.

CONTROLLING PROVISIONS - These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing the buyer may give or receive, or may have given or received and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. The seller makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally. We reserve the right to rectify clerical errors. Terms and conditions of purchaser's order shall be without force and effect, except as they are identical herewith. No dealer, broker, branch manager, agent, employee or representative of the seller has any power or authority except to take orders for the products of Ferche Millwork, Inc. and to Submit the same to Ferche Millwork, Inc. at its factory, for its approval and acceptance or rejection, and there are no representations, agreements, obligations, or conditions, express or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained, and that these terms and conditions shall be incorporated in and become a part of any agreement between the parties with reference to purchase of Ferche Millwork, Inc. products.

PRICES - Prices are subject to change without notice and orders calling for future delivery will be billed according to the price in effect at the time of delivery. Prices in this catalog are subject to any escalation of market prices of hardwood lumber, services, and/or freight at time of shipment. Written quotations automatically expire 30 calendar days from the date issued and are subject to termination by notice within that period.

PAYMENT - Unless otherwise agreed in writing or stipulated on the face hereof, payment of the purchase price shall be made at par in legal tender of the United States of America. Payment shall be made in accordance with the terms stipulated herein, and any balance owing after the expiration of the terms of sale shall bear service charge of 1 1/2 percent per month. If, at any time, Seller shall deem itself unsafe with respect to payment of the purchase price of the goods sold hereunder or any portion thereof, Seller may, without liability to Buyer, demand security for the purchase price from Buyer in form and amount satisfactory to Seller. If Buyer is unable or unwilling to furnish such security within ten days of the date of Seller's demand therefor, Seller shall have the right to terminate all or any part of the order with liability to Buyer. Buyer further agrees to pay all costs of collection of any indebtedness incurred under this agreement, including, but not limited to, reasonable attorney's fees.

QUANTITY TOLERANCES - Seller shall have the right to increase or decrease the quantity called for on this order by not more than 10% when necessary to avoid waste or to avoid breaking customary shipping units, the invoice shall be adjusted to reflect the quantity shipped.

GENERAL WARRANTY AND LIMITATIONS - Seller's products are warranted to be of merchantable quality and to conform to specifications and tolerances provided in the applicable industry standards (or standards published or adopted by Seller in the case of products not covered by industry grading rules), or otherwise incorporated in this agreement. Should any product sold hereunder be found not to meet the foregoing warranty, Seller, at its option, may elect to furnish a replacement product which conforms to the warranty, or to make an adjustment in the sale price of a nonconforming product. However, written notice of any claim under this warranty must be given to Seller within 60 days after delivery and Buyer must afford Seller a reasonable opportunity to inspect the products in unaltered condition and evaluate the claims in accordance with procedures customary in the industry. There are no express or implied warranties which extend beyond the Seller's warranty that the goods are merchantable and fit for the ordinary purpose for which such goods are normally used. The Seller makes no warranty that the products are fit for any particular purpose. The sole responsibility of the Seller shall be that it will manufacture goods in accordance with the plans, if any, of the Buyer. Seller shall not be liable for consequential, indirect, or incidental damages, or for any amount in excess of the price for the shipment involved, under the foregoing warranty or any other part of this agreement. Any legal action against the Seller for breach of this agreement, including any warranties thereunder, must be instituted within one year after delivery.

DELAYS - The seller will not be liable for any delay in performance of orders or contracts or in the delivery or shipment of goods, or for any damages suffered by the buyer by reason of such delay when such delay is directly or indirectly caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortages of labor, fuel, power, materials, or supplies, transportation delays or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control. All orders or contracts are accepted with the understanding that they are subject to the seller's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to the seller's current mill schedules, governmental priorities, and other government regulations, orders, directives, and restrictions that may be in effect from time to time.



TITLE AND RISK - Irrespective of any provision concerning freight or price, title and risk of loss or damage shall pass to Buyer upon delivery of goods to any carrier (except a motor vehicle operated by Seller) at Seller's plant or other shipping point. Seller reserves the right to route all shipments and may assist Buyer in processing claims against carriers, without incurring liability therefor.

CLAIMS - Claims for shortages, defects, nonconforming goods or errors in shipment must be made in writing within five days of receipt and all defects ascertainable at time of giving notice shall be stated with particularity or be deemed waived. In event of any complaint, shipment shall be held intact and specification of objections, accompanied by tally of objectionable goods, shall be submitted directly to Seller at this office. If full credit is allowed for nonconforming goods, the goods must be retained intact at the delivery point, and Seller shall have 60 days from the date of such allowance to dispose of such goods. Under no circumstances are goods to be returned to Seller unless Buyer has written permission of Seller to do so. A claim that goods are nonconforming shall not entitle Buyer to deduct any sum from any invoice unless such claim has been allowed in writing. Invoices shall be paid in full in accordance with the terms of sale and, in the event of subsequent allowance of any claim, Seller shall promptly make payment to Buyer for the amount so allowed. Buyer agrees that no cost for labor nor any other consequential damages of any kind shall be recoverable from Seller for delivery, nondelivery, sale or use of goods regardless of whether arising out of contract, warranty, or negligence, strict liability or other tort.

CANCELLATIONS - Orders for special cut, non-standard items become uncancellable by the customer once production has started.

TAXES - All present and future taxes imposed by any federal, state, foreign or local authority which Seller may be required to pay or collect with reference to the sale or shipment of the goods specified herein shall be for account of Buyer.

APPLICABLE LAW - This contract shall be governed by and construed pursuant to the Uniform Commercial Code and all applicable laws of the State of Minnesota. The buyer hereby submits itself to the jurisdiction of the courts of the State of Minnesota for enforcement of this contract.

HOLD HARMLESS - Purchaser agrees to indemnify and save Ferche Millwork, Inc. harmless for all loss, costs, damage, and liability incurred by Ferche Millwork, Inc. as a result of the purchaser's or a third party's misuse or misapplication of Ferche Millwork, Inc. supplied lumber or as a result of any defect in a product manufactured by the purchaser out of Ferche Millwork, Inc. supplied lumber.

ADJUSTMENT FOR TARIFF AND FREIGHT - If any tax, public charge, tariff, duty, or increase therein, is now, or shall be assessed, levied, or imposed upon this transaction, on the goods to be sold or upon any sale, delivery, or other action taken hereunder, or upon the export or import of such goods, or if any change shall hereafter be made in the present customhouse or railway classification of such goods in existing freight rates applicable thereto, the burden of such charge or change shall be born by the buyer.

WAIVER - Failure by the seller to enforce its rights under this contract shall not be construed as a waiver of any breach of said provision. In the event Seller is deemed to have waived any rights they may have under this contract, the seller may retract the waiver by reasonable notification to the buyer that strict performance of the contract will be required.

SELLER'S RIGHT OF POSSESSION - The seller shall have the right in addition to all others it may possess, at any time, for credit reasons or because of the buyers default or defaults to withhold shipments, in whole or in part, and to recall goods in transit, retake the same, and repossess all goods which may be stored with the seller for the buyer's account, without the necessity of taking any other proceedings and the buyer consents that all the merchandise so recalled, retaken, or repossessed shall be the absolute property of the seller, provided that the buyer is given full credit therefor. The foregoing shall not be construed as limiting in any manner, any of the rights or remedies available to the seller because of any default of the buyer under the Uniform Commercial Code as in force and effect in the State of Minnesota on the date of the signing of this agreement.

Addendum to Ferche Price Pages

containing

Catalog Notes and Product Information

Terms and Conditions

January 2010

Information contained herein is considered to be integral to the document(s) referred to as Ferche Catalog – List Prices.

Catalog Notes and Product Information

1) Casing

If casing sides are purchased without taking the accumulating heads, there will be a 12% upcharge for the cost of the sides

2) Delivery

Items ordered will typically be ready to ship in two weeks from the order cut-off date. Possible exceptions to this are: 1) Orders with large numbers of specified lengths; 2) Orders in a wood species which are not commonly run and therefore require more time to bring in lumber. Common species include Red Oak, Hard Maple, Soft Maple, Yellow Birch, Cherry, Stain Grade Poplar, Paint Grade Poplar and Knotty Alder. 3) Products that require more than being processed through a moulder. Ex: Laminated or fingerjointed products like handrail, or, products requiring glued-up blank.

3) Set-Ups

There may be set-ups or knife charges on some products which are outsourced, example: corner blocks, circle tops, etc. Also, there may be charges on complex, custom products ordered in small quantities.

4) Dentil

Dentil may be sent in several shorter lengths to minimize breakage. When splicing together, the joint should be placed between the edge of the tooth and the edge of the notch. At this location the joint will not be noticed.

5) Rabbeted Jambs

Additional machining costs, net price: sill cut - \$2.50/side, Kerf cut - \$1.50/side

6) Length Specifications

Longest length of mouldings varies by species. Contact your Customer Service Representative for details.

7) Packaging Charges/Handling Charges

A \$5.00 fee will be assessed on orders of less than 100 lineal feet or invoiced at less than \$50.00. A \$5.00 **Bundling Charge** will be assessed on orders packaged for UPS, Spee-Dee Delivery, LTL or other package delivery service.

8) Ferche Marking

The Ferche name will appear on the back of the finished goods.

9) Terms

Terms are 1% 10 days, net 30 days from date of invoice. No discounts will be allowed after 10 days. Please pay from invoice. Interest of 1 ½% per month will be added to all past due balances after deducting current payments.

10) Prices

Prices are F.O.B. Rice, Minnesota.

11) Quantity Tolerances

Due to the fact that some of the mouldings may not meet the Ferche standard of quality after the production run, a variance from the ordered quantity may be plus or minus 10%. The invoice will reflect the quantity shipped.

12) Claims on Delivered Material

Shortages, defective material, or other claims during shipping must be made within 5 days of receiving merchandise. Buyer has the responsibility for verifying that all items are received as billed. No adjustments will be made after this 5 day period.

13) Cancellation of orders

Orders for custom profiles, nonstandard patterns or unusual species may not be cancelled once production has begun.

14) Return of Merchandise

Returns must be authorized by our office and an RMA issued for the returning merchandise. Drivers will not pick up materials without the accompanying paperwork. Returns must be made within 30 days of receipt of merchandise. Product must be clean, undamaged and in like-new condition. Custom patterns are not returnable. **Returned items will be examined by Ferche Millwork in Rice, MN. Those accepted by Ferche for credit will be assessed a minimum restocking charge of 15%.**

15) Quotes

A Ferche Sales Representative will assist with pricing on any custom or special patterns not priced in our catalog.