

Invoice Terms and Conditions

Acceptance

No acceptance shall be effective which varies the Terms hereof or proposes additional Terms. Any such proposals shall be deemed to be rejected unless expressly approved by Northland Corporation, Northland Trading or Northland Custom Processing in writing.

Terms

Discounts, if allowed are noted on the face hereof. Invoices will be considered past due the day following expiration of NET terms.

Delinquency Charge

Delinquency charges will be assessed on the AVERAGE DAILY BALANCE of amounts past due. The rate of assessment is stated on the face hereof. The AVERAGE DAILY BALANCE shall be computed by dividing the sum of the ACTUAL DAILY BALANCES outstanding during a billing period by the number of days in the billing period.

Service Charge

A service charge of 1 ½% per month will be made on all accounts which are past due. This is an annual 18% to be invoiced monthly.

Collection Costs

IN THE EVENT NORTHLAND CORPORATION REFERS A PAST DUE INVOICE (OR ANY PART THEREOF) TO ATTORNEYS FOR COLLECTION, THE PURCHASER AGREES TO PAY REASONABLE ATTORNEY'S FEES AND ALL OTHER COSTS OF COLLECTION, INCLUDING COURT COSTS.

Warranties

THERE ARE NO EXPRESS WARRANTIES OTHER THAN AS SET FORTH HEREIN AND THERE ARE NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SALE OF THE MERCHANDISE.

Claims

No claims will be allowed unless made in writing 5 (five) days of receipt of merchandise. The purchase and sale of the products referred to in this transaction and the performance of the obligations of the parties thereto in relation thereto are to be governed by the Product Standards promulgated by the Department of Commerce of the United States and the Grading Rules applicable to the species of the products involved in this transaction.

Returns

No returns will be accepted without NORTHLAND CORPORATION, NORTHLAND TRADING OR NORTHLAND CUSTOM PROCESSING'S consent. Unless error is made by NORTHLAND CORPORATION, NORTHLAND TRADING OR NORTHLAND CUSTOM PROCESSING, a handling charge as noted on the face of the invoice may be assessed on returns allowed.

Damage

NORTHLAND CORPORATION, NORTHLAND TRADING OR NORTHLAND CUSTOM PROCESSING assumes no responsibility for damage in transit except when delivery is made by NORTHLAND CORPORATION, NORTHLAND TRADING OR NORTHLAND CUSTOM PROCESSING'S truck. Claims should be filed directly with the carrier involved.

Delays

Orders are accepted subject to delays due to fire, flood, other acts of God, labor troubles, government regulations, failure to secure materials from usual sources of supply and other circumstances reasonably beyond NORTHLAND CORPORATION, NORTHLAND TRADING OR NORTHLAND CUSTOM PROCESSING'S control.

Quotations

No quotations, estimates or delivery dates furnished by any employee are accepted as binding unless confirmed in writing by NORTHLAND CORPORATION, NORTHLAND TRADING, OR NORTHLAND CUSTOM PROCESSING.

Risk of Loss

The risk of loss shall pass to the Purchaser upon delivery to the carrier unless delivery is made by NORTHLAND CORPORATION, NORTHLAND TRADING OR NORTHLAND CUSTOM PROCESSING'S truck or material is loaded on Purchaser's vehicle, in which event the risk of loss shall pass to the Purchaser upon receipt by the Purchaser.

Use by Purchaser

The Purchaser represents and agrees that the merchandise covered by this invoice is being acquired for business purposes only and not for personal, family or household purposed or for agricultural purposes.

Consequential Damages

NORTHLAND CORPORATION, NORTHLAND TRADING OR NORTHLAND CUSTOM PROCESSING shall not be liable for any consequential damages.

General Terms and Conditions

The material covered on invoices is sold subject to the terms and conditions appearing above. NORTHLAND CORPORATION, NORTHLAND TRADING and NORTHLAND CUSTOM PROCESSING'S lumber sales and services are governed by NHLA Rules and Regulations with standard kiln drying and surfacing rules to apply. Hardwood lumber is based upon measurement and grade before kiln drying. Kentucky law governs this contract. In the event of litigation, the exclusive jurisdiction and venue shall be the 12th circuit court in Oldham County, Kentucky.