

North Georgia Truss Systems, Ilc. Terms and Conditions

In the following "NGT" shall mean North Georgia Truss Systems, Ilc. and "Purchaser" shall mean the Entity or any representative of the entity who is purchasing Trusses from NGT.

NGT as the Truss Manufacturer shall have only those responsibilities as set out in Chapter 2 of the code referenced ANSI/TPI-1-2002 [Standard Responsibilities in the design process involving metal plate connected wood trusses]

Limited Warranty: North Georgia Truss Systems, Ilc. warrants that all Trusses manufactured by NGT are built per the plans and specifications (if any) furnished by the Purchaser to NGT. If no specifications are furnished then the trusses will be built in general conformity with industry standards. NGT is not the Architect, Builder, Designer, Contractor, Engineer-of-Record or Owner and as such makes no representation nor warrants the suitability of any trusses for the purpose they are to be used for. NGT warrants the material and workmanship of the trusses for a period of one year. This warranty is voided if any truss has been damaged, cut or modified in any manner by anyone once they have been delivered to the site designated by the Purchaser or if the trusses have not been installed per the installation instructions. Once Trusses are erected they are considered as accepted by the Purchaser. **Mold and Mildew on lumber products appear naturally;** Seller disclaims any liability for the negative effects of the emergence of mold or mildew, and disclaims any duty to undertake any action to inspect, mitigate or remove mold and mildew from the materials supplied by Seller or from any liability arising from the emergence of mold and mildew on Seller's products.

The foregoing warranty is exclusive and is in lieu of all other warranties, whether written, oral or implied and including any regarding the merchantability and fitness for a particular purpose, not specified herein, respecting this Purchase.

Limitation of Remedy: NGT's obligations and liabilities are expressly and exclusively limited to repair or replacement of defective trusses or at our option to refund the purchase price. **IN NO EVENT SHALL THE PURCHASER BE ENTITLED TO RECOVER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER COMMERCIAL LOSS.**

No Reliance on Representations: Purchaser acknowledges that it is relying on its own knowledge of the suitability of purpose of the plans and specifications (if any) furnished to NGT by the Purchaser and that the Purchaser has not relied upon any representations made by NGT as to the suitability of purpose of these trusses in regard to the structure for which they are to be used.

Installation, Handling, Bracing and Storing: Immediately upon delivery to the specified delivery location, all risk of loss and responsibility of the trusses shall pass to the Purchaser. With respect to the trusses, the Purchaser and his subcontracts, shall be responsible for: (a) unloading (if shipped by common carrier), handling and storing; and (b) installing, bracing, bracing connection, and connections to the supporting structure. NGT shall provide Purchaser with one (1) copy of BCSI-B1, a publication detailing suggested industry standard procedures for unloading, handling, storing, installing, and bracing trusses. The Purchaser agrees and understands that NGT shall have no responsibility concerning the installation and bracing of the trusses nor shall be responsible to inspect the trusses after installation or to verify the dimensions or adequacy of the work done by other trades that may be related to the trusses.

Truss Repair: If any truss sold and delivered by NGT should become broken, damaged or altered, before Purchaser or his subcontractors shall cut, drill or relocate any truss member or metal connector plate, NGT must be notified as to the need and extent of the repair and such repair shall be approved by a Truss Design Engineer designated by NGT. Failure to follow these procedures shall void all warranties and may cause structural failure.

Charge Backs: If a situation arises in which the Purchaser feels a Charge Back is justified, the Purchaser must contact NGT before any repairs or corrections are made. NGT will respond as soon as possible and determine the cause for, and the amount of, if any allowable Charge Back. If a Charge Back is allowed NGT will issue a numbered Credit Memo with an explanation of, and the dollar amount of, the charges NGT agrees to accept. This is the only procedure for Charge Backs and no other deductions will be accepted.

Payment Terms: All invoices from NGT are due in 15 days from the date of the invoice. A 1% cash discount may be offered for payment made within 10 days of invoice date for customers with credit terms. Purchaser and NGT agree that all past due amounts beginning on the 1st day of the month next following the month the invoice is due shall bear interest at the rate of 18% per annum with a minimum monthly charge of 50 cents or maximum allowed by law, whichever is less. Purchaser agrees that any late charges incurred or past due invoices shall be paid before any current invoices, without regard to any invoice number designation on any remittance advice. All payments are due and payable at the remittance address printed on the face of all invoices. In no event will a cash discount be allowed on sales taxes or delivery charges. Only the specified cash discount amount as printed on the front of all invoices will be allowed. Purchaser acknowledges that it shall be responsible for the payment of all applicable sales taxes unless the Purchaser has filed a Tax Exemption Certificate with NGT. Purchaser agrees to pay all collection costs, including reasonable attorney's fees, incurred by NGT in connection with the collection of past due amounts.

Sealed Drawings: Sealed drawings are available to the Purchaser at the cost of twenty-five Dollars (\$25.00) per sealed drawing.

Arbitration: Any controversy or claim arising out of or relating to these terms and conditions or to the correctness of the design and manufacture of these trusses shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Both parties agree to Construction Arbitration Associates, Ltd. as the arbitration firm to be used in any dispute. The results of the arbitration shall be binding on both parties.

Scheduling and Delivery: Delivery shall be by Common Carrier or NGT. Trusses are delivered on tractor-trailer type trucks. It is the responsibility of the Purchaser and his subcontracts to have the delivery location prepared and ready for safe delivery. If the location is not ready, the trusses may be off loaded at a location the driver deems safe. If the truck becomes stuck or damage is done to the truss package due to the site chosen by the Purchaser, the cost of all damages and removal fees, including but not limited to wrecker fees, are the responsibility of the Purchaser.

Severance: In the event any paragraph(s) or provision(s) of these Terms and Condition shall be declared invalid or void by any court, such declaration shall not invalidate all of the Terms and Conditions and all other paragraph(s) and provisions(s) of the Terms and Conditions shall remain in full force and effect.