

Rev: 2019.12.02

General Terms and Conditions of Sale

Forest Concepts' Machinery and/or Equipment Systems

1. Customer's Order (“goods, services, or any other commercial or technical purchase”) is binding only when accepted in writing at the principal office of Forest Concepts. The terms and conditions of sale are only those stated in the Proposal or Quotation or stated below where the Proposal/Quotation is silent. If any other terms and conditions are in Customer's Order, they are hereby rejected unless independently approved in writing by Forest Concepts. Clerical or typographical errors are subject to correction. The parties agree there are no agreements between the parties, oral or written, with respect to the goods sold hereunder (including any made or implied from past dealings) except as expressed in the Proposal or Quotation, Customer's Order, and herein.
2. License included: Prices quoted for proprietary goods in our Proposal and/or Quotation will include a one-time fee for a royalty-free license provision to use the goods under a paid-up Order.
3. Use of Product Disclaimer: The uses to which Forest Concepts' machines, equipment systems, and/or work products are put are solely within the discretion and responsibility of the purchaser and/or user. Forest Concepts makes no warrantee as to the fitness of equipment or systems for any particular purpose, production rate, wear-component life, or resulting quality of products produced.
4. Shipping Terms: Prices quoted, unless otherwise stated, are F.O.B Forest Concepts' facility in Auburn, Washington (F.O.B. Origin) and do not include sales, use, excise or similar taxes or duties. Customer will pay these items directly if the law permits or will reimburse us if we are required to pay them. Customer will provide tax exemption certificates or evidence of tax payment on request. All prices, unless otherwise stated, are payable in United States Funds.
5. Shipping dates are estimates only and are not guaranteed. We will use every effort to make shipments as scheduled and may make partial shipments. The completion of the Order is subject to acts of God or the public enemy, fires, floods, unusually severe weather, delays caused by governments (including government priorities, preferences or allocations), delays of suppliers in furnishing materials and services, and any other causes beyond our control. In the event that delays occur which are beyond our control, and it is not reasonably possible for us to make delivery at the date or dates specified, we may deliver at a later date by a period of time equal to the duration of the delaying or preventive cause.

6. Payment Terms: For stock items normally maintained in inventory, we reserve the right to require payment in advance of shipment. Terms of payment are Net 30 days; any amounts not paid when due shall bear interest at the rate of 1 1/2% per month or at the highest rate permitted by law (whichever is less), from the date of shipment until paid. We reserve a security interest in each item shipped, which will be satisfied by payment in full. We have the right to file a copy of this document as a financing statement.
7. Items Produced to Order: For machinery, equipment systems, and services that are designed and/or manufactured to-order, a partial payment may be required upon Order acceptance and additional milestone-based partial payments may be required prior to Order completion as detailed in the Quotation or Proposal.
8. New Intellectual Property: All Intellectual Property created by Forest Concepts in the course of fulfillment of the Produced to Order shall remain the property of Forest Concepts and shall not be deemed to be a Work for Hire.
9. Payment Default: If Customer fails to make payments when due or if bankruptcy or insolvency proceedings are instituted by or against Customer, or if Customer makes an assignment for the benefit of creditors, Customer will be deemed in default and we will have the right to terminate our obligations by written notice to Customer, but such termination will not affect Customer's obligation to pay for items delivered and work in progress.
10. Returned Goods: No goods may be returned without prior written approval of Forest Concepts. Return authorization will include cancellation charges, which shall protect Forest Concepts against all costs and losses. Forest Concepts' standard restocking charge on standard items returned in original unused condition is 30% of the Order or item selling price to the Customer.
11. Cancellation of Orders: Orders placed with and accepted by Forest Concepts may not be cancelled except upon written notification to Forest Concepts prior to shipment or pickup and with Forest Concepts' written consent to cancel the order. Cancellation by Customer subsequent to an Order acceptance will incur cancellation charges to protect Forest Concepts against all costs and losses.
12. Discontinue or Modify: Forest Concepts reserves the right to discontinue the manufacture, change or modify the design and/or construction of the goods sold pursuant to this document, without incurring any obligation to Customer.
13. Jurisdiction of the Order: If this Order is shipped from the United States, the laws of the State from which this Order is shipped shall govern all questions relating to this sale. If this Order is shipped from outside the United States, then this sale shall be governed by the United Nations Convention on Contracts for the International Sale of Goods, as amended, to the extent it is not inconsistent with these terms and conditions.

14. Title Transfer: Since the shipping terms are F.O.B Forest Concepts' facility, title to items passes to Customer when delivered to carrier, and we are not responsible for damage or loss in transit. All items should be inspected and tested as soon as received. If any damage is discovered, a claim should be filed with the carrier. A full report of the damage should be forwarded to us so that we can arrange for repair or replacement. We can arrange for in-transit insurance at Customer's expense but will not do so without Customer's written instructions.
15. Warranty: Products that we manufacture are warranted, when paid for and properly installed, operated, and maintained, to be free from defects in material and workmanship and to conform to the specifications listed on the Quotation or Proposal. If no specifications are listed, the items are warranted to conform to our currently published specifications. The warranty period is one year from the date of installation by the first user of the goods, or eighteen (18) months from the date of shipment to the first user, whichever occurs first.
16. OEM Products: No warranty is given for products or components (such as electric or pneumatic mechanisms) manufactured by companies not affiliated by ownership with Forest Concepts, or for goods which have been subject to misuse, use in incorrect environmental conditions, one-time , improper application, corrosion or improper preventive maintenance, or which have been modified or repaired by unauthorized persons. We must receive written notice of defect within the warranty period.
17. Limited Liability: Our liability is limited to servicing or adjusting any item returned to our facility in Auburn, WA, for that purpose, including replacing any defective parts therein. Customer must pay packing, crating and transportation costs to and from our facility. At Customer's request, we will make reasonable efforts to provide warranty service at the Customer's premises, provided the Customer pays our then current rates for field service and the associated travel and living expenses. If a fault has been caused by improper installation, maintenance or use, or by abnormal conditions of operation, repairs will be billed at normal rates. If any fault develops, the following steps should be taken: Notify us by giving the item model number, serial number and details of the difficulty. On receipt of this information, you will be given service data or shipping instructions. On receipt of shipping instructions, forward the item prepaid. If the item or the fault is not covered by warranty, an estimate of charges will be furnished before work begins. All statements and guarantees covering designs, materials, workmanship and performance are those of the respective manufactures or the equipment and material herein that is quoted upon. We do not in our own name or for ourselves underwrite any such statements or guarantees of manufactures we represent. FOREST CONCEPTS DISCLAIMS STATUTORY AND IMPLIED WARRANTIES, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. FOREST CONCEPTS MAKES NO WARRANTY, AND NO WARRANTY SHALL BE DEEMED TO EXIST, THAT CUSTOMER HOLDS THE GOODS FREE OF THE CLAIM OF ANY THIRD PARTY THAT MAY ARISE FROM

PATENT OR TRADEMARK INFRINGEMENT. WE ALSO DISCLAIM ALL WARRANTIES REGARDING ANY ANCILLARY SERVICES RENDERED.

18. Engineering Drawings: Any drawings submitted herewith are to show only the general style, arrangement, and approximate dimensions of the goods offered. No work is to be based on drawings unless the drawings are certified. In no event will manufacturing or proprietary drawings be supplied to Customer or Customer's contractors except after execution of a separate non-disclosure agreement.
19. Confidentiality: Customer agrees that all drawings, prints and other technical material which Forest Concepts provides to Customer, whether prepared by Forest Concepts or by third parties under contract to Forest Concepts, contain data which embody trade secrets and confidential know-how of commercial value to Forest Concepts or third parties under contract to Forest Concepts. Customer agrees (a) to keep such information confidential; (b) that it will not disclose such information to any other person, corporate division or entity; (c) will not use such information except in connection with the goods supplied hereunder; and (d) will not sell, lease, loan or permit any other person, corporate division or entity to use such information for any purpose, without Forest Concepts' prior written consent. Nothing herein shall restrict the use of information available to the general public.
20. Non-Disclosure: Forest Concepts may determine that a separate non-disclosure agreement is required, if so, the Seller will provide the Customer with Forest Concepts Protection of Proprietary Information Agreement.
21. Limitation of Damages: IN NO EVENT SHALL FOREST CONCEPTS, LLC BE LIABLE, IN CONTRACT, TORT, STRICT LIABILITY, LAWS RELATING TO THE PROTECTION OF THE ENVIRONMENT, OR UNDER ANY OTHER LEGAL THEORY, FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER WE WERE INFORMED ABOUT THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL FOREST CONCEPTS' LIABILITY EXCEED AN AMOUNT EQUAL TO THE SALES PRICE.
22. State of Washington: This Agreement will be interpreted under the laws of the State of Washington venue will be had in King County, Washington.