



Terms and Conditions

1. PRODUCT TO BE SHIPPED BY REDBUILT LLC

RedBuilt LLC ("RedBuilt") shall furnish and deliver only those items specifically listed in this Agreement. Any accessory items (such as bridging, bracing, blocking panels, bolts, etc.) which are not listed shall not be furnished by RedBuilt. Delivery and condition of dealer stocked items are the responsibility of the dealer.

2. REDBUILT'S LIMITED WARRANTIES

RedBuilt warrants that any products manufactured by RedBuilt and bearing its trademarks will be free from any defects in workmanship and materials. When technical assistance is requested, RedBuilt further warrants that the product selection and spacing shall be adequate to safely carry the loads specified, provided the products are properly installed and used, and that appropriate loads have been provided to RedBuilt. RedBuilt's sole responsibility shall be to repair or replace non-conforming goods supplied. In the event of defect or non-conformity, purchaser shall promptly notify RedBuilt in writing and buyer will protect and retain these products for a reasonable amount of time to allow RedBuilt to investigate and make necessary corrections or replacements. There are no other warranties, either of merchantability or fitness, either express or implied, other than those explicitly set forth in this paragraph and in bold type in paragraph #6 below. Further, if the product is not used in strict conformance with RedBuilt's published design limits, if the product is used in an application other than as specifically described in writing with the order, or if products are in any way altered except as explicitly provided in RedBuilt's published instructions or by written permission of RedBuilt, then all warranties are void.

3. CHANGE ORDERS

Should Project requirements necessitate a change in the materials described in this Purchase Agreement, Purchaser shall initiate a Change Order to RedBuilt for that purpose.

4. PRODUCTS NOT BEARING REDBUILT TRADEMARKS

Products not bearing RedBuilt trademarks are not covered by RedBuilt warranties. For warranties pertaining to these products, please refer to applicable product information published by Others.

5. LIMITATION OF CONSEQUENTIAL DAMAGES

With respect to all products purchased in connection with the Purchase Agreement, including products manufactured by others, RedBuilt shall not be liable for direct, indirect, or consequential damages arising out of the use or performance of these products. Any damages in connection with the Purchase Agreement shall be limited to the repair or replacement of the non-conforming goods supplied.

6. PLACEMENT DIAGRAMS AVAILABLE FROM REDBUILT

When requested, placement diagrams will be provided. All placement diagrams prepared by RedBuilt are intended to be used as a guide to product layout only. These placement diagrams are not intended to replace, or act as, the design drawings of the building. As a manufacturer of structural products, we offer technical expertise for products bearing our trademarks only. Any technical assistance provided by RedBuilt is based on loads specified by

others. We do not provide project structural engineering services. Any charge for placement diagrams paid by the purchaser, is for product selection and layout services, only. Purchaser shall approve product selection and layout prior to fabrication. The correctness of the placement diagrams, including dimensions and assumed loads, is the responsibility of the Purchaser. REDBUILT SOLELY WARRANTS THAT THE PRODUCTS SHALL BE ADEQUATE TO CARRY THE LOADS SPECIFIED ON THE PLACEMENT DIAGRAMS.

7. INSTALLATION REVIEW

Although RedBuilt is under no obligation to make an installation review, RedBuilt may from time to time review the installation of the product at the jobsite. The purpose of this review is to verify proper product application only. RedBuilt does not thereby become an insurer, nor shall such review give rise to any additional warranties.

8. PAST DUE ACCOUNTS AND RETAINAGE

Interest will be charged on all past due accounts at the rate of 1.25% per month (15% per annum), or the maximum legal rate, whichever is less. Purchaser agrees that there shall be no retainage of the purchase price for products purchased under this Agreement, and further, that RedBuilt shall not be bound by the terms and conditions of any general contract or subcontract between Purchaser and third parties.

9. ENFORCEMENT

If it becomes necessary for either party to commence legal action to enforce any of the terms of this contract, the prevailing party in such legal action shall be entitled to reasonable attorney's fees. This contract will be governed by the laws of the State of Idaho in the United States of America, without regard to or application of conflicts of law rules or principles. The Federal and State Courts located in Ada County, Idaho will have sole jurisdiction over any disputes arising hereunder and the parties hereby irrevocably submit to the personal jurisdiction of such courts.

10. CONFLICTING TERMS AND ENTIRE AGREEMENT

To the extent any conflicting terms or conditions are embodied in the Purchaser's Purchase Order, Purchaser and RedBuilt hereby agree that the terms or conditions contained herein shall supersede any conflicting terms or conditions. This Agreement embodies the entire agreement between RedBuilt and Purchaser and any subsequent modification must be accepted by RedBuilt in writing.

11. PRICE PROTECTION

The prices shown on the Purchase Agreement will be guaranteed if the proposal is accepted within the time limit specified, and if the material delivers prior to the date specified. If these dates remain blank, the proposal must be accepted within 15 days from the quote date, and the material must deliver within 120 days from the date of acceptance.

PRICES ARE SUBJECT TO CHANGE BEYOND THESE LIMITS.