

## **TERMS OF SALE**

The terms of sale for in stock, out of stock, or custom-made building materials (the "Agreement") is made and entered into as of the date a customer ("Buyer") places an order with Golden State Lumber, Inc. ("Seller") unless earlier entered into by Buyer's execution of Seller's Credit Application/Agreement (collectively referred to as the "Effective Date").

### **1. Description and Sale of Building Materials**

Seller will sell to Buyer stock on hand or out-of-stock specially ordered building materials (collectively the "Product") or the building materials to be manufactured in accordance with Buyer's specifications (a "Special Order" in this Agreement but Seller may label an out-of-stock specially ordered Product as a "special order" on Seller's documentation related to the sale and delivery of that Product), which are attached to Seller's quotation on a form described as a quote and later as an order if Seller proceeds to purchase from Seller, whether in a paper writing, electronically, or verbally communicated, including by a request for a Product or Special Order, or both (collectively "Building Materials"), and sometimes without an agreement as to price, with the expectation and understanding that Seller will subsequently invoice Buyer the price to be charged by Seller (any of which are a "Quote"). Unless expressly stated otherwise, the prices are quoted in U.S. dollars and the Quote does not include delivery charges, fuel surcharges, or taxes, all of which will be additionally charged to Buyer by Seller, and will be charged in all documentation identified by Buyer as an order, standard order, or invoice, or any combination of the foregoing, including all of the foregoing, if applicable.

### **2. Fulfillment of Conditions to Seller's Obligations as Effective Date of Agreement**

The terms of sale herein shall come into full force and effect on the date Seller receives the down payment referred to in Article 7 (Payments) hereof. In the event that all of the foregoing conditions have not been fulfilled by the Expiration Date, it is understood and agreed that Seller may terminate this Agreement.

### **3. Seller's Acceptance Required for Effectiveness of Agreement**

Any order subject to this Agreement shall expire five (5) business days from Seller's provision of the Quote to Buyer (the "Quotation Date"), unless earlier revoked by Seller (the "Expiration Date").

### **4. Purchase Price and Payment Terms**

The purchase price of the Product is that sum which appears in the Quote subject to Section 1, above (the "Purchase Price").

#### **5. Buyer to Take Possession at Seller's Place of Business Unless Specified Otherwise**

**Seller will deliver the Building Materials (collectively "Building Materials") to Buyer at the location identified in the Quote or at any one of Seller's lumber yards selected by Buyer when the Product is available for pick-up or delivery (the "Arrival Site"). Absent express instructions from the Buyer concerning the Arrival Site, Seller will deliver the Building Materials to the lumber yard at which the Buyer placed Buyer's order or Seller's location at 1085 Essex Ave., Richmond, CA 94801 at Seller's sole discretion. Buyer shall give Seller at least 2 business days (business days being says that Seller is regularly open to the public) prior notice of Buyer's intent to take physical possession of the Building Materials. Seller shall furnish the facilities and labor necessary for the loading of the Building Materials onto Buyer's vehicle if so desired. The cost of Seller's storage of the Building Materials, if any, will be paid by Buyer. Seller agrees to store the Building Materials for three (3) calendar days. Each calendar day of storage thereafter may incur a reasonable storage charge at Seller's discretion. Seller will agree to store the Building Materials for ten (10) calendar days. Thereafter, Seller may dispose of the Building Materials as Seller deems appropriate in its sole discretion. Seller may, in its sole discretion, agree to deliver the Building Materials to a location other than the Arrival Site, but, in such an event, Buyer will have to pay Seller additional funds for delivery. Buyer bears the risk of loss if the Building Materials are stored by Seller because Buyer elects to not take physical possession of the Building Materials when the Building Materials are ready for pickup or delivery.**

#### **6. No Installation of Building Materials by Seller**

**Seller will not install the Building Materials. Buyer is solely responsible for the installation in compliance with applicable laws and regulations.**

#### **7. Payments**

**Buyer will pay the Purchase Price when Buyer places an order for Building Materials unless Buyer has a credit account with Seller. In that case, Buyer's Credit Application/Agreement will be controlling, unless the item being purchased is a Special Order, in which case Buyer will pay one-half of the Purchase Price of a Special Order upon acceptance of the Quote and the remaining balance of the Purchase Price when Seller represents that the Special Order is available for delivery, but prior to delivery. Buyer's failure to do either will not constitute a waiver by Seller to demand that Buyer perform. At Seller's discretion, Seller may wait to invoice Buyer any unpaid monies when the Special Order's manufacture is complete.**

#### **8. Security Interest**

**Seller retains a security interest in the Building Materials (and replacements) until the full purchase price (including taxes and additional charges) has been paid. Buyer's failure to pay any amount when due shall give Seller the right to repossess and remove the Building Materials should Seller deliver the Building Materials prior to payment in full. Such repossession and removal shall be without prejudice to any of Seller's other remedies at law or in equity. Buyer agrees, without further consideration, at any time to do or cause to be done, executed and delivered, all such further acts and instruments as Seller may reasonably request in order to perfect and protect Seller's security interest in the Product, including, without limitation, a financing statement appropriate for filing.**

**Notwithstanding the foregoing, Seller reserves the right to exercise any mechanics' lien, stop payment notice, or payment bond remedies as cumulative remedies. Buyer acknowledges that none of the remedies set forth in this Section 8 or elsewhere in this Agreement are exclusive. Seller may pursue any remedies to protect its interests as allowed by law within Seller's sole discretion.**

#### **9. Buyer Does Not Have the Right to Specify Delivery Date**

**The Special Order is being made specifically for Buyer. Seller does not know when the Special Order will be ready for Buyer. Any representation as to the delivery date is a rough estimate, and accordingly, Seller has agreed to store the Product for thirty (30) calendar days without charges, as set forth above in Section 5 (Buyer to Take Possession at Seller's Place of Business Unless Specified Otherwise). Buyer agrees that Buyer cannot make any claim against Seller for delay damages.**

#### **10. Non-Conformity of Product Provision**

**Buyer may not reject or revoke its acceptance of any Building Materials unless the nonconformity of such Building Materials is substantial. No nonconformity or defect shall constitute grounds for claiming breach of the Agreement, and any Building Materials whose conformity Buyer does not dispute shall be paid for in accordance with these terms and conditions, regardless of any dispute concerning other shipments, or undelivered Building Materials. Seller reserves the right to cure, by repair or replacement, any defects within a reasonable time after receiving written notice of such defects from Buyer. Buyer must give Seller written notice of any claimed defect in such Building Materials upon delivery (other than latent defects not discovered by Buyer). Buyer agrees that such notice period is reasonable. Failure to give timely notice, as provided above, shall be deemed irrevocable acceptance of such Building Materials.**

#### **11. No Right to Revoke Acceptance Where Buyer Accepts Product**

If Buyer has accepted the Building Materials tendered under this Agreement in any manner provided in the California Uniform Commercial Code, Buyer shall have no right to subsequently reject the Building Materials for any reason and to revoke acceptance of nonconforming Building Materials.

## **12. Warranties**

Seller will replace or alter to new condition the Building Materials if an error or mistake has been made within a reasonable period of time, but not to exceed one year from the date of Customer's receipt of the Building Materials, or the last date of any warranty issued by the manufacturer of the Building Materials, whichever is sooner. The foregoing warranty shall not apply to any Building Materials which has been:

- (a) Used or operated in a manner inconsistent with the use intended by Seller;
- (b) Modified or repaired by anyone other than Seller's personnel or Seller's authorized service representatives in a manner which adversely affects its operations or reliability;  
or
- (c) Damaged because of accident, neglect or misuse by anyone other than Seller's personnel, failure or surge of electrical power, air conditioning or humidity control, transportation, or other causes other than ordinary use.

**THE FOREGOING WARRANTIES APPLY ONLY TO THE ORIGINAL PURCHASER AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL IN NO CIRCUMSTANCES BE LIABLE IN CONTRACT, IN TORT OR OTHERWISE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE. NO EMPLOYEE OR REPRESENTATIVE OF SELLER OTHER THAN SELLER'S CHIEF EXECUTIVE OFFICER IS AUTHORIZED TO MODIFY THIS WARRANTY, OR SELLER'S STANDARD WARRANTY FOR ANY PRODUCT.**

The above exclusions of liability are not applicable to residents of New Jersey. With respect to residents of New Jersey, Seller shall not be liable for any damages unless such damages are the result of Seller's negligent or reckless acts or omissions.

**SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INDIRECT, INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.**

## **13. Imperfect Conformity to Sample or Model**

**(a) Buyer is required to approve and sign a quote, bid, final plans and/or any custom sample prepared specifically prior to commencement of Building Materials production. Seller does not warrant that the Building Materials when delivered shall conform in all respects to the sample exhibited to Buyer.**

**(b) Stains: Both soil conditions and climatic conditions and pests affect tree growth rates, grain development, and wood colorations. The wood grain and color is as individual as the conditions under which the tree grew. The early wood and late wood in each tree varies in color, grain pattern and density. A product of natural wood reflects these variations in the final finish. The amount of color variation perceived will depend upon wood species, lightness of stain, and lighting conditions. A good example of this is a light stain on oak which displays significant color variation. Pine is also a soft wood and will not resist abrasions as well as hardwood species. In all cases, some effort is taken to eliminate radical grain and color variations from your Product, and therefore variations in the finish due to varying wood characteristics will not be reason in itself for product replacement or warranty.**

**Color variances occur with age as a result of photochemical reaction to natural and some artificial light. This natural mellowing is more evident in cherry, pine and maple. Lighter finishes and natural finishes referred to as “seal and varnish” will mellow more rapidly than a dark finish. These differences are considered to be the distinctive character and beauty of a natural wood product.**

**(c) Paints: Painted finishes have inherent challenges. Because the painted finish is smooth, imperfections are magnified. Even the smallest imperfection will stand out on a painted finish that would normally go unnoticed on a stained finish. Stress lines may appear at joints. These lines are not an indication of finish failure.**

**(d) Distressing and glazing may be hand applied and will produce variation within the overall appearance, designed to be somewhat inconsistent on individual pieces but blend together on an entire installation. Expect some lighter and darker glazing or lighter or heavier distressing throughout.**

#### **14. Liabilities**

**(a) Seller shall in no event have obligations or liabilities to Buyer or any other person for loss of profits, loss of use or incidental, special or consequential damages, whether based on contract, tort (including negligence), strict liability or any other theory or form of action, even if Seller has been advised of the possibility thereof, arising out of or in connection with the sale, delivery, use, repair or performance of the Product, or any failure or delay in connection with any of the foregoing. Without limiting the generality of the preceding sentence, Seller shall not be liable for personal injury or property damage.**

**(b) Seller's obligation for direct damages to the Buyer shall be limited to that provided for in the warranty provisions above; provided, however, that in no event will any direct damages hereunder exceed the Purchase Price.**

#### **15. Seller's Right to Incidental Damages**

**Seller shall be entitled to all incidental damages including but not limited to all commercially reasonable charges incurred:**

**(a) In stopping delivery under the Uniform Commercial Code;**

**(b) In storing the Building Materials after a breach by Buyer; and**

**(c) In connection with the return or resale of Building Materials as well as for any other damages resulting from Buyer's breach.**

#### **16. Force Majeure**

**If the performance of this Agreement or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident; strikes or labor disputes; inability to procure parts, supplies or power; war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such causes of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.**

#### **17. Default**

**Failure to make any payment when due in accordance with the terms hereof shall constitute a default. Finance charges will begin to accrue on a daily basis for the day after which payment was due but not paid at 18% per annum unless a lesser sum is stated in Buyer's Credit Application/Agreement with Seller or required by law, in which case the maximum legal rate will be charged. Seller is entitled, but not obligated, to terminate this Agreement in the event of a default by Buyer. Such decision is within Seller's sole discretion.**

#### **18. Termination for Insolvency**

**Either party may terminate this Agreement if the other party is insolvent or has made any assignment by operation of law or otherwise of this Agreement or any of its rights hereunder for the benefit of creditors.**

#### **19. Cancellation of Agreement**

**(a) A Special Order is a custom build-to-suit order which cannot reasonably be sold by Seller to another customer. Accordingly, a Special Order is not subject to cancellation by Buyer for any reason. Seller is not responsible for verifying the accuracy of any measurement or other specifications furnished by Buyer.**

**(b) While Seller will use commercially reasonable efforts to fulfill all orders, Seller cannot guarantee the availability of any particular product. Seller reserves the right to discontinue the sale of any product listed at any time without notice. Seller reserves the right to limit quantities to the amount reasonable for Seller's regular customers. Seller does not guarantee that any content is accurate or complete, including price information and product specifications. If Seller discovers price errors, Seller will correct the prices in its systems, and the corrected price will apply to Buyer's order. Seller reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).**

**(c) Seller may cancel this Agreement at any time if Seller reasonably determines that its performance hereunder is commercially impracticable. Seller will refund any deposit unless there is a balance on the account, in which event the refund will be applied toward the Buyer's outstanding balance with Seller in accordance with the Credit Application/Agreement, if any, and otherwise to oldest invoices first.**

#### **20. Grounds for Insecurity of Party**

**Seller shall be deemed insecure under this Agreement when Buyer delays making payment for any installment due under this Agreement for more than one (1) day after payment is due, without cause related to performance by Seller. Buyer shall be deemed insecure under this Agreement when there is any threat of Seller's insolvency. Grounds for insecurity in this section of this Agreement are not exclusive, but are in addition to any other proper grounds for insecurity.**

#### **21. Notices**

**All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing to Buyer and Seller at their respective addresses as last known. Either party may change its address by written notice to the other.**

#### **22. Buyer's Assignment**

The rights of Buyer under this Agreement may not be assigned or transferred in whole or in part, by operation of law or otherwise, without the express written consent of Seller.

### **23. Seller's Limited Right of Assignment**

These Terms of Sale may not be assigned, in whole or in part, by either party except with the prior written consent of the other party, except that: (a) Seller may assign any of its right to receive any payment or payments from Buyer hereunder; and (b) Seller may subcontract the performance of any of its obligations under this Agreement; provided that Seller shall remain primarily responsible for the performance of obligations which it subcontracted hereunder.

### **24. No Waiver**

The failure by either party to enforce at any time any of the provisions of this Agreement, or to exercise any election or option provided herein, shall in no way be construed as a waiver of such provisions or options, nor in any way to affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every such provision.

### **25. No Other Warranty or Representation**

Buyer hereby acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein.

### **26. Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations and understandings of the parties with respect thereto. No representation, promise, modification or amendment shall be binding upon either party as a warranty or otherwise unless in writing and signed on behalf of each party by a duly authorized representative. Although Buyer may use its standard purchase order form to give any order or notice provided for hereunder, said order or notice will be governed by the terms and conditions of this Agreement, and any term or condition set forth in any such standard form which is inconsistent with or in addition to the terms and conditions of this Agreement shall have no force or effect. Although Seller may use its standard invoice or delivery tag forms, this Agreement will control, and any conflict between those forms and this Agreement will be governed by the terms and conditions of this Agreement. Seller's Chief Executive Officer is the only person with authority to enter into in an agreement with Customer with terms and conditions contrary to this Agreement, and, in such an event, must do so in writing for the agreement to be enforceable.

## **27. Applicable Law**

**This Agreement shall be interpreted and construed in accordance with the laws of the State of California. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of California, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.**

## **28. Venue**

**Buyer and Seller agree that appropriate venue for any dispute between Buyer and Seller shall be in the California Superior Court in either Marin County or in the State and County of the Arrival Site.**

## **29. Attorney's Fees**

**If any legal action is brought to collect the Purchase Price hereunder, the prevailing party shall be entitled to receive its reasonable attorneys' fees and court costs in addition to any other relief to which it may be entitled.**

## **30. Severability**

**The invalidity in whole or in part of any of these terms and conditions shall not affect the validity or enforceability of any other term or condition.**

## **31. Modification of Unconscionable Clause**

**If any clause of this Agreement is held to be unconscionable by any court of competent jurisdiction, the clause in question shall be modified to eliminate the unconscionable element, and, as so modified, the clause shall be binding on the parties. The remaining provisions of this Agreement shall not be affected by the modification of any unconscionable clause. "Unconscionable" shall be deemed to mean that the enforcement of the entire Agreement or a specific clause of the Agreement will work oppression or cause unfair surprise to one of the parties. Unconscionability shall be determined as of the time when the Agreement is made, but shall not be deemed established either by the fact that the Agreement subsequently proved disadvantageous to one of the parties or by the fact that one of the parties has bargaining power superior to that of the other.**

## **32. Drafting Party**

**This Agreement and all representations or covenants contained herein shall constitute binding and continuing obligations between and among the parties hereto. Each of the parties to this Agreement has agreed to the particular language and provisions of this Agreement. Therefore, the parties acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another and should be construed accordingly.**

### **33. Subsequent Waiver**

**The waiver of any breach or default by any party to this Agreement of any of the provisions of this Agreement shall not be considered to be a waiver of any subsequent breach or default.**

### **34. Modifications**

**This Agreement may be modified only by a written instrument signed by all parties hereto, or by their authorized representatives.**

### **35. Personal Guarantee**

**In no way does this Agreement void any personal guarantee provided by Buyer to Seller with Buyer's submission of the Credit Application/Agreement, nor change any material terms concerning regularly stocked product.**

### **36. Consent to do Business Electronically**

**YOU ACKNOWLEDGE THAT YOU CONSENT TO DOING BUSINESS WITH SELLER USING ELECTRONIC METHODS. Either Seller or Buyer can refuse to conduct business electronically at anytime.**

### **37. Return Policy**

**All stock purchases that are returned are subject to a 20% handling fee. Stock purchases must be returned in the same condition in which they were sold. Stock purchases must be returned within 30 days of purchase to receive a refund or credit on Buyer's credit account. All Special Orders are NON RETURNABLE and NON REFUNDABLE.**

### **38. Lumber**

**All lumber is sold in its nominal dimensions which is larger than the actual standard dimension. For example, a 4" x 4" piece of lumber of any length is less than 4" in width and less than 4" in depth, and the length may not be precisely true.**

#### **39. Proposition 65 Warning**

Drilling, sawing, sanding or machining wood products can expose you to wood dust, a substance known to the State of California to cause [cancer](#). Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection. For more information go to [www.P65Warnings.ca.gov/wood](http://www.P65Warnings.ca.gov/wood).

#### **40. Wildland Urban Interface (“WUI”)**

WUI defines specific parcels which are in or directly adjacent to high vegetation areas. Its purpose is to provide the property with a minimum burn rate. WUI required zones are provided by the building department in the specific city or county where the property is situated. It is Buyer’s responsibility to inform Seller in writing if the Buyer’s property is in a WUI zone.

#### **41. Handling**

All handling on doors and windows are viewed from the exterior. The arrow points to the location of the hinge.

#### **42. Lead Times**

Seller will not accept any responsibility as to the date of delivery for any Building Materials. Delivery or will call dates are an estimate and actual delivery can vary widely due in whole or in part to the manufacturer or vendor’s scheduling, manufacturing, and delivery on account of business protocols, strikes, lockouts, labor troubles, fires, wind storms, floods, acts of God, inability to secure cars and/or trucks, volume of business, and/or any number of other causes, some of which are not in Seller’s control. Delay in delivery or will call pick-up will not constitute a default by nor result in any liability to Seller.

#### **43. Building Codes**

It is Buyer’s responsibility to ensure that all Building Code requirements are addressed in Buyer’s purchase.

#### **44. Inspection of Building Materials**

Buyer must inspect the Building Materials upon receipt and if any errors or irregularities exist, Buyer must report them to Seller in writing before using the Building Materials and within 5 days of receipt. Otherwise, no claims or adjustments of any kind will be

recognized. Seller assumes no responsibility for the use of the Building Materials and when placed in work constitutes acceptance by Buyer.

#### **45. Verification**

All invoices are subject to verification. Corrections will be reflected on Buyer's monthly statement.

#### **46. Delivery**

Delivery is made to the curb only. Seller will not be responsible for broken sidewalks, curbs, walks, etc., when Buyer requests delivery to the premises. Buyer assumes responsibility for all damage which results from any such delivery.

Buyer agrees to have supervisory or knowledgeable personnel at job or delivery location to accept the load. In the event the Building Materials are delivered on schedule and left unattended, rolled-off, etc., Buyer assumes all risk of loss or shortage that may occur after delivery. It is the Buyer's receiving-agent responsibility to inspect and verify all delivered materials prior to offload from truck. If any damage or defects are detected, Buyer should refuse delivery.

#### **47. C.O.D. Accounts**

Buyer must pay by cash or check before delivery or receipt of any Building Materials if Buyer has a C.O.D. account with Seller.

#### **48. Safety**

For your protection goggles must be worn when using concrete nails.

#### **49. Recommendations**

Only Seller's CEO has authority to recommend a contractor on behalf of Seller. Anyone else making a recommendation does so in his or her individual capacity, and not on behalf of Seller or at Seller's direction, and Buyer should not rely on that recommendation without undertaking additional and appropriate due diligence. It is Buyer's responsibility to vet anyone performing work on Buyer's behalf. Seller urges Buyer to check with appropriate government agencies to satisfy Buyer that anyone Buyer retains to perform services on Buyer's behalf is an appropriate hire. Please visit the California Contractor's State License Board for tips as to what Buyer should know before hiring contractor at the following website:

<http://www.cslb.ca.gov/Resources/GuidesAndPublications/WYSKPamphlet.pdf>.

## **50. CSLB**

Buyer is urged to visit the California Contractor's State License Board website at [http://www.cslb.ca.gov/About\\_Us/Library/Guides\\_And\\_Publications/](http://www.cslb.ca.gov/About_Us/Library/Guides_And_Publications/) to review guidelines concerning how Buyer can protect Buyer from mechanics' liens and what Buyer should do if Buyer is an owner-builder improving real property in the State of California.

## **51. Pine**

Pine products require all end cuts be primed in exterior applications.

## **52. Moulding**

Allow up to 10% overage on lineal foot runs for Special Order moulding.

## **53. Doors**

All pre-hung doors need to be painted or stained on all six sides in order to meet manufacturer warranty requirements.

## **54. Credits for Returns**

Refunds will be issued to the original form of payment unless Buyer has an outstanding balance with Seller in which case Seller will credit Buyer's account by applying the credit in accordance with the Credit Application/Agreement's terms. Cash and cash equivalent purchases exceeding \$1,000.00 may be refunded by check.

## **55. Trademarks**

The trademarks, service marks and logos (collectively the "Trademarks") used and displayed by Seller are registered and unregistered Trademarks of Seller and others. Nothing should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed by Seller, without the prior written permission of the Trademark owner. Seller aggressively enforces its intellectual property rights to the fullest extent of the law. The name of Golden State Lumber, the Golden State Lumber logo, or the other Seller formatives may not be used in any way, including in advertising or publicity pertaining to distribution of materials, without prior, written permission from Seller. Seller prohibits use of the Golden State Lumber logo as part of a link to or from any site unless establishment of such a link is approved in advance by Seller in writing by Seller's CEO. Fair use of Seller's Trademarks requires proper acknowledgment. Other product and company names mentioned may be the Trademarks of their respective owners.

## **56. The California Transparency in Supply Chains Act of 2010 (SB 657)**

**Seller does not engage in verification or certification activities to identify, assess, or manage the risks of slave labor or human trafficking in its product supply chain, nor engage in any external auditing, internal or external training, nor internal accountability. Despite the foregoing, Seller believes it is essential to provide a work climate that:**

- Respects the dignity and worth of individuals.**
- Encourages the initiative of each employee.**
- Challenges individual capabilities.**
- Provides equal opportunity.**

**Seller's employment and labor practices reflect these principles. Seller is committed to a work environment that is free from human trafficking, forced labor and unlawful child labor. Seller respects and supports international principles aimed at protecting and promoting human rights.**

## **57. Your Use of the Website ("Site")**

**Your use of Seller's website and/or purchasing Building Materials from Seller over the telephone, through the internet, by facsimile, or in person constitutes your acceptance of this Agreement. By accepting the Agreement, you certify that you are either (i) 18 years of age or older or (ii) you are at least 13 years of age and are using the Site under the supervision of a parent or legal guardian who has agreed to be bound by these Terms on your behalf. If you are under the age of 13, you are not permitted to use the Site. If you are a parent or legal guardian who has agreed to be bound by these Terms on behalf of a child between the ages of 13 and 18, you agree to be fully responsible for such child's use of the Site, including all financial charges and legal liability that such child may incur.**

- • If Seller determines that a child under the age of 13 has provided personal information to the Site, Seller will delete that information as soon as practical. If you become aware that such information has been provided by a child under the age of 13, please contact us at [helpdesk@goldenstatelumber.com](mailto:helpdesk@goldenstatelumber.com) so that we can delete that information.**
- • Pursuant to 47 U.S.C. § 230(d), as amended, Seller hereby notifies you that parental control protections (such as computer hardware, software and filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such control protections is available on the websites [GetNetWise](http://www.getnetwise.org) (<http://www.getnetwise.org>) and [OnGuardOnline](http://onguardonline.gov) (<http://onguardonline.gov>). Seller does not endorse any of the products or services listed on such websites.**
- • You agree that you will not do any of the following (collectively, the "Code of Conduct"):**

- **o Restrict or inhibit any other visitor from using the Site, including, without limitation, by means of “hacking” or defacing any portion of the Site;**
- **o Use the Site or content on or from the Site for any unlawful purpose;**
- **o Express or imply that any statement you make is endorsed by Seller;**
- **o Submit data or information to or otherwise transmit material through the Site that is (i) copyrighted, protected by trade secret or otherwise subject to third-party proprietary or intellectual property rights, including privacy and publicity rights, unless you are the lawful owner of such rights or have permission from the rightful owner to submit or transmit such data or information; (ii) is unlawful, obscene, defamatory, libelous, threatening, fraudulent, abusive, pornographic, harassing or encourages conduct that would be considered a criminal offense, or does or would give rise to civil liability or violate any law, rule or regulation, or is otherwise objectionable, or infringes Seller’s or any third party’s intellectual property rights or other rights; (iii) is intended to victimize, harass, degrade or intimidate an individual or group of individuals on the basis of age, disability, ethnicity, gender, race, religion or sexual orientation; or (iv) is non-public information about a company or individual without the express written authorization to do so;**
- **o Engage in spamming, flooding, phishing or other activity intended to gather information unlawfully;**
- **o Transmit any software or other materials that contain any harmful or malicious code, including without limitation viruses, worms, time bombs, date bombs, trojan horses and defects;**
- **o Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;**
- **o Remove any copyright, trademark or other notices of proprietary rights contained on the Site;**
- **o “Frame” or “mirror” any part of the Site without Seller’s prior written authorization;**
- **o Use any robot, spider, site search / retrieval application or other manual or automatic device or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure, or presentation of the Site or its contents;**
- **o Harvest or collect information about Site visitors; or**
- **o Take any action that imposes an unreasonable or disproportionately large load on Seller’s infrastructure.**

## **58. Information Posted on the Website**

The information and materials on the Site (the “Materials”) are provided for your review in accordance with the Agreement. However, the Materials do not necessarily reflect the opinions of Seller.

Seller cannot and does not guarantee the accuracy or completeness of the Materials displayed on the Site, including, without limitation, prices, product images, specifications, dimensions, availability and services. The Materials may contain technical inaccuracies and typographical errors. Products and services are the responsibility of the manufacturer and service provider, respectively and subject to the warranties offered by such manufacturer or service provider.

#### **59. Links to Other Site**

The Site may contain links to other websites so that you can learn more about the products available on the Site and have access to other information. These links are provided to you only as a convenience and their presence on the Site does not imply endorsement by Seller of such website or of any association with such websites’ operators.

You agree Seller is in no way responsible or liable for the availability or content of the websites to which the Site is linked. Seller makes no representations whatsoever about any other website you may access through the Site.

Any concerns regarding products or services offered by a website to which the Site is linked or the link itself should be directed to the operator of that specific website and not the Site.

Seller strongly encourages you to become familiar with the terms of service and / or terms of use and practices of any linked website. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of items, such as viruses, worms, trojan horses, defects, time bombs, date bombs and other items of a harmful nature.

#### **60. User-Generated Content**

As part of your use of the Site, you may be able to provide comments, feedback, reviews, text and ideas; send messages to Seller and other users of the Site; post media, such as photos and videos; and submit other forms of content (collectively, “Content”) to the Site. You agree that Content may be viewed by the general public and you do not and shall not consider such Content to be private, proprietary or confidential. You grant Seller and its licensees and sublicensees, without any compensation of any kind to you or others, a worldwide, perpetual, irrevocable license to copy, adapt, create derivative works of, reproduce, incorporate, distribute, modify, publicly display and otherwise use in any way such Content in any format or media (“Content License”). You may not revoke Content for any reason at any time. You agree that any Content you submit may appear on sites other than the Site through which you submitted your Content, e.g., Content submitted to goldenstatelumber.com may appear on Seller’s Site. You waive, release and

agree not to assert any and all moral rights that you may have in any Content submitted by you to the Site. You agree that Seller may use submitted Content in any manner that Seller deems appropriate or necessary in its sole discretion. Seller reserves the right to edit, modify, abridge or otherwise change any Content you or others submit in their sole discretion.

You agree that you will not use a false or misleading email address, impersonate another person or entity, or otherwise mislead with respect to the origin of any Content you submit, including, without limitation, comments and feedback you submit to the Site. You agree that Seller is not responsible for any Content that you submit to the Site.

By submitting any Content to the Site, you warrant and represent that you have the right to use such Content and have the right to permit Seller and its licensees and sublicensees to use such Content in accordance with the terms of the Content License. You agree not to submit any Content that is owned by someone other than you. You agree not to submit any Content that contains the name, image, likeness or voice of anyone other than yourself without first obtaining permission to submit such Content and to grant the Content License to Seller.

If you identify yourself by name in Content you submit or submit Content that contains an image or audio or video recording of yourself, you authorize Seller and its licensees and sublicensees, without compensation of any kind to you or anyone else, to reproduce, print, publish, translate, modify, edit and disseminate, in any format or media now or hereafter created, your name and such images and recordings in any way Seller deems appropriate, in its sole discretion, throughout the world. Such authorization is and shall be perpetual and cannot be revoked by you for any reason.

Seller does not guarantee that Content you or others submit will be posted to the Site or become publicly available, and Seller does not guarantee that Content posted to the Site will not be offensive, defamatory or otherwise objectionable. Seller reserves the right to remove any Content from the Site without notice and in Seller's sole discretion; however, you acknowledge and agree that Seller is under no obligation to you to police, monitor or remove Content and Seller makes no guarantee with respect to the completeness, accuracy, integrity or quality of Content submitted to the Site.

## **61. Indemnification**

**YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, ATTORNEYS, ASSIGNS, SUCCESSORS-IN-INTEREST, CONTRACTORS, VENDORS, SUPPLIERS, LICENSORS, LICENSEES AND SUBLICENSEES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OTHER EXPENSES THAT ARISE DIRECTLY OR INDIRECTLY OUT OF OR FROM: (1) YOUR ACTUAL OR ALLEGED BREACH OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, THE CODE OF CONDUCT; (2) ANY ALLEGATION THAT ANY CONTENT OR OTHER MATERIAL YOU HAVE SUBMITTED OR TRANSMITTED TO THE SITE INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE THE COPYRIGHT,**

**TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY PARTY; AND / OR (3) YOUR ACTIVITIES OR OMISSIONS IN CONNECTION WITH THE SITE.**

**62. Assignment**

**You agree that Seller may assign all or part of this Agreement without such assignment being considered a change to the Agreement and without providing notice to you. You agree that Seller will be released from all liability upon assignment. The assignee shall have the same rights and obligations as the assignor.**

**63. Legal Process**

**You agree that information related to your use of the Site may be subject to legal process. Information and data that you submit to Seller through the Site may be subject to legal process (e.g., a subpoena) by Seller or a third party or government entity, even if that information has been deleted and only exists in backup form. You acknowledge and understand that Seller will comply with all applicable legal obligations in making such information available pursuant to valid legal process. You acknowledge and agree that Seller may have no obligation to give you notice of any legal process that may result in any information related to your use of the Site being produced, discovered or otherwise disclosed.**

**64. Performance**

**Seller's performance of this Agreement and any other policy contained on the Site is subject to existing and future laws and legal process. Nothing in this Agreement is in derogation of Seller's right to comply with law enforcement requests or requirements relating to your use of the Site or information given to or gathered by Seller with respect to such use.**

**65. Revision of the Agreement**

**YOU AGREE THAT SELLER MAY CHANGE THE TERMS AND CONDITIONS OF THIS AT ANY TIME AND WITHOUT NOTICE TO YOU.**

**66. No Joint Venture, Etc.**

**You agree that no joint venture, partnership, employment or agency relationship exists between you and service providers or suppliers or you and Seller as a result of this Agreement or your use of the Site.**

**67. Independent Allocations of Risk**

**Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranty, or exclusion of damages is to allocate the risks of this Agreement between the parties. This allocation is reflected in the pricing offered by Seller to Buyer and is an essential element of the basis of the bargain between the parties.**

**68. No Receipt**

**Seller will not take back any item, nor refund to Buyer in the form of cash or on Buyer's credit card or store credit, unless Buyer returns the item to Seller with a receipt within 30 days of purchase.**