

## **Standard Terms and Conditions of Sale at Dockside Marine Supply**

The following standard terms and conditions apply to all sales by Dockside Marine Supply Company, Inc.

1. **Agreement to Sell and Buy Materials:** The seller sells and the buyer purchases the goods and materials described on the Dockside Marine Supply Company, Inc. Sales Order document upon the buyer's signing of the Sales Order. The sale of the goods and materials described or incorporated in the Sales Order are expressly made subject to the terms and conditions of this document. The buyer assents to the promises, terms and conditions of the sale set forth herein. These terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation, order or other writing issued or delivered with the respect to the material purchased. Dockside Marine Supply, Inc. makes no representations or warranties concerning this agreement except those which are expressly contained herein and this agreement may not be changed or modified orally.
2. **Delivery of Materials:** All sales of the materials sold under this agreement are made F.O.B. destination, unless the Sales Order specifies a different agreement concerning delivery. Risk of loss for the materials shall pass to the buyer upon delivery. Dockside Marine Supply Company, Inc. shall not be charged with any liability for delay or non-delivery of materials sold under this contract resulting from any cause beyond its reasonable control. The Sales Order may reflect a good faith estimate and/or requested delivery time; Dockside Marine Supply will make its best effort to meet these deadlines but does not accept liability for lost time or expenses related to any delay. Likewise, Dockside Marine Supply accepts and may pass on to our customers estimates for delivery dates from our vendors to Dockside Marine Supply but does not accept liability for losses related to the inaccuracy of these estimates. The buyer assumes all risks for damage to walkways, pavers, driveways etc, when asking for a Dockside delivery vehicle to place items and materials in a location which would result in the vehicle leaving the road/asphalt surface.
3. **Payment Terms:** Unless otherwise agreed, the terms of payment shall be net unless a charge account has been opened with Dockside Marine Supply Company, Inc., or other arrangements made.
4. **Finance and Service Charges:** Buyer agrees to pay a service charge/finance charge equal to one and one half percent per month on all amounts which remain unpaid after the due date. Returned checks are subject to a \$35 fee. Any customer with an unpaid balance that Dockside Marine Supply refers to an attorney or outside collection agency will be responsible for reasonable collection and/or attorneys' fees.
5. **Limitation and Exclusion of Remedies:** Dockside Marine Supply Company, Inc. shall not be liable for any incidental or consequential damages. Buyer agrees to waive its right to sue and releases Dockside Marine Supply Company, Inc. from any and all liabilities relating to any conduct, condition or circumstance except for a failure to deliver the materials required hereunder. Any claim by the buyer against the seller shall not exceed the amount set forth as the purchase price

for the materials sold as documented on the Sales Order. Buyer expressly waives any right to sue for negligence, strict liability in tort or other claim of warranty breaches or defect; this waiver shall be binding upon buyer's successors in title and assignees.

6. **No Guarantee Concerning Lumber Sold:** Dockside Marine Supply Company, Inc. does not warrant or guarantee treated lumber contains any particular amount of treatment material, complies with environmental laws or would be suitable for installation on or below ground.
7. **Buyer to Determine Suitability of Product:** The buyer is a sophisticated consumer of lumber and building products. Accordingly, buyer is solely responsible to determine the suitability of the products purchased for its construction project. Buyer shall have no claim against seller for any failure of the product to meet the needs or particular use for which it is employed.
8. **Disputes:** Any and all disputes arising out of this contract shall be resolved in a Court in the State of New Jersey. Seller shall not be compelled to defend or answer any litigation brought outside of the State of New Jersey. Venue for any county of venue shall be utilized.
9. **Force Majeure (Impossibility to Perform):** Notwithstanding any other provision of this contract or applicable law, Dockside Marine Supply Company, Inc. shall not be liable for the consequence of any failure to perform, or default in performing the obligations of this contract if such default is the result of unforeseeable force of majeure beyond the control of, and without the fault or negligence of the seller. Force majeure shall apply in the case of war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, sabotage, military or usurped power, lightning, explosion, fire storm, drought, flood, earthquake, epidemic, quarantine, strikes, zombie invasions, act or restraints of governmental authorities which have the effect of directly or indirectly prohibiting performance or newly enacted or newly enforced governmental regulations.
10. **Law Governing:** This contract shall be interpreted by the laws of the State of New Jersey. The laws of the State of New Jersey shall also govern issues concerning the choice of law.
11. **Severability:** If any provisions of the sales contract are declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
12. **Return Policy:** All goods and materials sold must be checked by the buyer when received. No claim for shortages or damage will be allowed unless reported to seller within 24 hours of the time of delivery. All returns are subject to a 30% restocking fee. Special orders may not be returned. Notwithstanding any other provision of this agreement, no goods or materials may be returned after 15 days of the date of delivery.
13. **Cancellation:** The Sales Order may not be cancelled without the consent of the seller. Any permission to cancel must be in writing and must be signed by the seller to be effective.

14. **Special Orders:** A deposit of 50% will be required on all special orders. An order will be considered special when the requirements or specifications are not that of a standard stock item normally carried.

#### **Disposal of Treated Lumber**

1. Reuse treated wood to the extent possible
2. Do not dispose of CCA-treated wood remnants or sawdust in compost heaps, wood chips or mulch; chemicals from the preservatives may enter the food chain.
3. Dispose of construction waste or materials removed from service in accordance with local regulations. Contact your municipality or provincial government to find out how to dispose of CCA-treated lumber in your area. (Most areas use ordinary trash collection or burial).
4. NEVER BURN TREATED WOOD. Arsenic and chromium may be released into the environment as part of the smoke or remain in the ashes.