



**Mailing Address**  
1118 Lancaster Drive NE #409  
Salem, Oregon 97301-2933

**General:** 503-373-9781  
**Fax:** 503-373-9876  
**Email:** info@jlpnliners.com

**CALL 1-877-490-7844**

# TERMS & CONDITIONS

## Agreement

These Terms and Conditions ("the Terms") govern all transactions between JLPN, Inc. ("JLPN") (as "JLPN") and Buyer and/or Buyer's financing company for all sales and all products provided by JLPN to Buyer for use in Buyer's business ("Goods"), and any extensions of credit provided by JLPN to Buyer or on Buyer's behalf. The credit application, all invoices provided by JLPN to Buyer and these Terms shall be collectively referred to herein as the parties' "Agreement". Any credit application of Buyer (if applicable), these Terms and all invoices provided by JLPN constitute the entire agreement of the parties. These Terms do not need to be signed by Buyer to be effective. Buyer is deemed to accept all terms herein, as may be amended at any time, upon the ordering or request for Goods from JLPN. No other terms and conditions, modifications, or amendments inconsistent with the Agreement, including, but not limited to, terms stated in Buyer's purchase order, order form, confirmation, or other similar forms, are part of the parties' agreement for the sale and purchase of such Goods, unless such terms are in a writing signed by an authorized representative of JLPN. These Terms supersede and cancel all prior communications between the parties, except as specifically shown on the face of this Agreement. In the event of a conflict between these Terms and any other documents evidencing the parties' Agreement, these Terms control. The parties agree that this Agreement cannot be contradicted, supplemented or explained by evidence of course of performance, course of dealing or usage of trade. As used herein, the term "Buyer" shall mean, collectively, the person signing below and all parties signing any credit application relating thereto.

## Express Condition

Buyer acknowledges and accepts that any sale of Goods and/or extension of credit by JLPN is expressly conditioned upon Buyer's unconditional acceptance of these Terms, as they may be hereafter modified from time to time.

## Modification of Agreement

No conditions in the acceptance by Buyer and no subsequent agreements or communications in any way modifying, adding to, superseding or otherwise altering this Agreement shall be binding unless made in writing and signed by an agent or authorized representative of the JLPN.

## Security Interest

In addition to all liens and interest of JLPN by operation of law, and without waiver of any rights to JLPN for any statutory lien or other interest arising under applicable law, Buyer hereby grants JLPN a security interest in the Goods, which lien shall continue until JLPN is fully paid. No Goods furnished by JLPN will become a fixture by reason of attachment to real estate or other property. Buyer agrees to assist

JLPN in taking all necessary steps to perfect and maintain said security interest, and hereby grants to JLPN a power of attorney for the purpose of execution and filing any and all necessary documents to perfect such security interest.

## Authorization to Obtain Information

Buyer grants to JLPN the present and continuing right to obtain credit reports and all other financial and credit information involving Buyer of any kind. Buyer further grants to JLPN the present and continuing right to investigate Buyer's financial status from time to time as JLPN sees fit within its sole discretion. This authorization shall continue unless and until revoked in a writing signed by Buyer. Upon request, Buyer shall fully sign and execute any written authorization, in a form acceptable to JLPN, allowing JLPN to request and receive the foregoing information.

## Ownership and Risk of Loss

A Twenty-five percent (25%) deposit is required on All Goods are F.O.B. JLPN's Salem, OR location, unless otherwise specified in writing by JLPN. The carrier shall be UPS unless a different carrier is specified by Buyer prior to confirmation under Section 7 below. JLPN makes no guarantee with respect to delivery. Ownership and risk of loss to all Goods shall pass to Buyer upon tender of such Goods by JLPN to a carrier for shipment. For purposes of these Terms, the date of delivery shall be the date JLPN tenders the Goods to the carrier for shipment. Buyer is responsible for payment of all packing and shipping costs, which costs will be added to the price of the Goods and invoiced to Buyer. Buyer's sole remedy for damage to the Goods after tender of the Goods to the carrier shall be with the carrier.

## Confirmation

All orders shall be confirmed in writing prior to the shipping date. Such confirmation shall include the relevant payment terms and an estimated shipping date.

## Payment

All invoiced amounts shall be paid by Buyer to JLPN on or before the date specified on the invoice at JLPN's address of 1118 Lancaster Dr. NE #409, Salem, OR 97301-2933. JLPN may accept late or partial payments or checks and money orders marked "payment in full" without prejudice to JLPN's right to recover the full balance owing and its rights hereunder, which are hereby explicitly reserved. JLPN may apply payments to any outstanding invoices and in any order in its sole discretion, regardless of how Buyer indicated payments should be applied. Buyer shall provide to JLPN a deposit securing full payment in the amount of twenty-five percent (25.00%) of Buyer's total purchase price (including all costs and charges, such as shipping costs). On any amount not timely paid,

JLPN may assess a late charge equal to the lesser of two percent (2.00%) interest per month (24.00% per annum) on all amounts due beginning on the first day after the due date on the invoice. In addition to all other remedies set forth herein, all credit and deliveries may be automatically suspended (without prior notice to Buyer) in the event any payment is sixty (60) days or more past due. JLPN reserves the right to cancel the parties' Agreement at any time, deny the extension of credit, file liens or take any other action allowable by law to collect delinquent payments if Buyer fails to timely pay any sums due under these Terms, if there is a bankruptcy case commenced as to Buyer or if JLPN has a good faith belief that Buyer is insolvent or may become insolvent.

## Acceptance:

The Goods shall be deemed accepted by Buyer upon receipt, unless: (1) Buyer rejects the Goods by communicating its rejection in writing to JLPN, including the basis for such rejection, no later than ten (10) days after the date of delivery; and (2) Buyer returns the rejected Goods to JLPN; and (3) JLPN receives the rejected Goods by no later than fourteen (14) days after the date of delivery to Buyer. In order to constitute a valid return under these Terms, all returns must be preauthorized in writing by JLPN in its discretion. JLPN agrees to pay the freight costs for return of the Goods if JLPN authorizes the return. All Goods must be returned in good condition, which shall be determined by JLPN in its discretion. JLPN reserves the right to reject receipt of the returned Goods and charge the cost of freight to the Buyer in the event the returned Goods are damaged or not in good condition. JLPN, in its sole and exclusive discretion, may provide Buyer a refund or repair or replace any Goods it deems defective, but is not obligated to do so.

## Indemnification

**Buyer hereby releases and agrees to indemnify, defend, and hold JLPN harmless from any claims, suits, damages, and all other losses (including, without limitation, attorney fees and costs) resulting from any act or omission of Buyer, its agents or assigns, with respect to or relating in any way to the Goods.**

## Governing Law and Jurisdiction

JLPN and Buyer expressly agree that the parties' Agreement shall be governed by and construed in accordance with the laws of Oregon, and that the exclusive forum for disputes arising out of or relating to this Agreement shall be the Marion County Circuit Court for the State of Oregon, and no other state or Federal Court. Each party consents to jurisdiction of such court, waives any objection to venue, and further agrees that in the event of litigation such party shall, at its own expense, provide discovery



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# TERMS & CONDITIONS

## Limitations of Liability

Buyer's sole remedy for any and all damage caused by, arising out of, or relating to the Parties' Agreement and any Goods purchased hereunder, including, but not limited to, any claim for breach of any warranty, express or implied, shall be refund, repair, or replacement of the Goods. All actions or claims of Buyer, regardless of form, arising out of or relating to the Parties' Agreement must be commenced within one (1) year after the date of shipment of the Goods. JLPN shall have no liability whatsoever, whether arising in contract, tort, or otherwise, for any loss of profit or use, property damage, or any indirect, punitive, special, incidental or consequential damages.

## Disclaimer of Warranties

JLPN has not given any expressed warranties or performance guarantees. JLPN hereby disclaims all warranties of any kind, whether express or implied, including, without limitation, merchantability and fitness for a particular purpose.

## Termination

Other than termination for Default as specified in Section 16 below, neither party shall terminate this Agreement, except by providing the other party with thirty (30) days prior written notice. Upon notice of termination, all invoiced amounts shall be due by Buyer to JLPN on or before the effective date of termination. In the event of termination, JLPN and Buyer shall be relieved of all obligations hereunder, except: (1) for Buyer's obligation to pay JLPN for the total amount due and costs incurred as of the date of termination, including without limitation, all costs, expenses, and liabilities incurred by JLPN as a result of such termination; and (2) unless expressly provided for otherwise herein.

## Cancellation

If Buyer wishes to cancel any order made with JLPN for the purchase of any Goods, such cancellation must be received by JLPN by no later than December 1st of the season in which the order is made. All cancellations must be made by a telephone call to JLPN only and will not be accepted by any other method. Any cancellation made after December 1st will result in a breach of the Agreement by Buyer.

## Remedies Upon Buyer's Default

If Buyer fails to adhere to any term contained herein, JLPN may elect, in its discretion, to do any or all of the following: (i) place a shipping hold on all unshipped Goods, (ii) terminate Buyer's credit with JLPN and require that all Goods be shipped COD, (iii) reduce the credit limit of Buyer with JLPN, (iv) terminate this Agreement, (v) collect any sums owing and bring a suit or claim against Buyer for damages

or return of the Goods, and/or (vi) take possession of the Goods and execute upon any security interest or lien of JLPN. Upon cancellation or termination, JLPN shall, in addition to any other rights, have any and all marshalling rights provided by law. In the event of a breach of any term herein by JLPN, Buyer shall have such remedies as set forth in Section 9 (Acceptance) and Section 12 (limitation of liability) and shall have no other remedies unless specifically provided for herein.

## Time for Performance

Timely performance by JLPN is contingent upon Buyer paying any sums when due and supplying to JLPN in a timely manner, upon JLPN's request, all required technical information and all required

commercial documentation, as applicable.

## Force Majeure

The parties hereby agree that JLPN's failure to perform any provision, representation or warranty contained in this Agreement due to an event of Force Majeure shall not cause JLPN to be in default of this Agreement. Force Majeure shall mean an occurrence beyond the reasonable control of the party affected including, but not limited to, the following: acts of God or the public enemy, terrorism, forces, explosions, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, epidemic, pandemic, or any other circumstances of like or different character beyond the reasonable control of the party so failing; or interruption of or delay in transportation, inadequacy, shortage, excessive cost or failure of supply of energy or raw materials, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within said party's power to concede; or compliance with any order, action, direction or request of any governmental officer, department, agency, authority or committee thereof.

## Taxes

Taxes are the responsibility of the Buyer and all prices quoted do not include any duties, sales, use, excise, value-added, or other taxes or charges, unless specified as such.

## Setoff

Buyer shall not be entitled to setoff any amounts due to Buyer against any amounts due to JLPN pursuant to the parties' Agreement.

## Change of Ownership or Address

Buyer agrees to promptly notify JLPN in writing of any change in ownership of or the name or structure of Buyer's business or Buyer's address. The foregoing notifications must be made within five (5) days of the relevant change (excluding Saturdays, Sundays, and legal public holidays).

## Waiver

No waiver of any provision of this Agreement or any rights or obligations of either party shall be effective except pursuant to a written instrument signed by the party or parties waiving compliance. Any waiver shall only be limited to the specific instance and for the specific purpose stated in writing.

## Severability

If any provision of the parties' Agreement is determined to be illegal or unenforceable, the validity of the remaining provisions hereof shall not be affected thereby; and such illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

## Binding Effect

The provisions of the parties' Agreement are binding and inure to the benefit of Buyer's heirs, representatives, and successors.

## Attorney Fees

Regardless of whether or not any lawsuit or other action is filed, JLPN shall be entitled to recover all attorney fees and costs incurred in connection with collection of any sums owing hereunder, enforcement and foreclosure of any lien or interest of JLPN and recovery of any goods. In addition, if any claim, suit or action is instituted, which arises out of or relates to this Agreement in any way (including, without limitation, the interpretation or enforcement of the terms of the Agreement), the prevailing party shall recover, in addition to costs and disbursements, reasonable attorney fees incurred in preparation, prosecution, defense of or otherwise in connection with such suit or action in such sums as determined by a court of competent jurisdiction, and if appealed, such reasonable attorney fees and costs as determined on appeal. The attorney fees and costs recoverable hereunder shall include, without limitation, the costs in connection with any expert witness and the fees of any collection agency.

## Notices

All notices under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or upon receipt by facsimile or by certified or overnight mail, to the addresses or facsimile numbers shown in the Agreement.

## Survival

Sections 4 (Security Interest), 10 (Indemnification), 12 (Limitations of Liability), 13 (Disclaimer of Warranties) and 25 (Attorney Fees) of these Terms shall survive termination of the parties' Agreement.



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### Electronic Signature

Facsimile or email transmission of any signed original document, and retransmission or email of any signed facsimile or email transmission, shall be the same as delivery of an original. This transaction may be conducted by electronic means in accordance with the provisions of the Uniform Electronic Transactions Act ("UETA") as codified in ORS Chapter 84. At the request of either party, the parties shall confirm facsimile or email transmitted signatures or electronic signatures by signing an original document and providing the signed original to the requesting party.

### Grade Sizes

The following information is provided to Buyer for its use in ordering and do not constitute a guarantee of any kind.

## GRADE SIZES

| Approximate Grade | Caliper         | Average Height |
|-------------------|-----------------|----------------|
| 1/2"              | 1/2" and larger | 4-5'           |
| No. 3/8           | 3/8" to 1/2"    | 3-4'           |
| No. 1/4           | 1/4" to 3/8"    | 2-3'           |
| No. 1             | 3/16" to 1/4"   | 18-24"         |
| No. 2             | 1/8" to 3/16"   | 12-18"         |
| No. 3             | 1/16" to 1/8"   | 6-12"          |

Some species may vary in height.

### Authorization

**By signing below, you certify that you have received the above terms, have read, understand and agree to be bound by all such terms. The individual signing below on behalf of a company represents and warrants that he/she is authorized to sign on behalf of and bind such company to the terms herein.**

Signed \_\_\_\_\_

Name (print) \_\_\_\_\_

Date \_\_\_\_\_

**To submit this form to JLPN, fill out and send this form digitally** to info@jlpnliners.com using the submit button, **print the form and fax it** to 503-373-9876 **or mail it** to 1118 Lancaster Drive NE #409, Salem, Oregon 97301-2933.

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**SUBMIT FORM**