

AABCO Barricade & Sign

MASTER CREDIT TERMS AND CONDITIONS

1. Allowing AABCO to commence work or prepare to work constitutes acceptance by Customer of AABCO'S quotation, the Credit Agreement, these Master Terms and Conditions, and any Rental Agreements executed contemporaneously or after commencement or preparation of work. The terms and conditions of the Credit Agreement and Master Terms and Conditions shall govern over any conflicting or additional terms of any purchase order or proposal submitted by the Customer.

2. Rejection of nonconforming goods must be made by Customer in writing within ten (10) days of receipt, and all defects ascertained at time of giving notice shall be stated with particularity or shall be deemed waived. In the event of any complaint, shipment shall be held and certification of objections accompanied by a tally of objectionable goods shall be submitted directly to supplier at this office. If credit is allowed for nonconforming goods, the goods must be retained intact at delivery point and AABCO has 60 days from date of such allowance to dispose of such goods. Under no circumstances are goods to be returned to AABCO unless Customer has obtained written permission from AABCO to do so. A claim that goods are nonconforming shall not entitle Customer to deduct any sum from any invoice unless such claim has been agreed to in advance in writing by AABCO. Invoices shall be paid in full accordance with the terms of sale, and in the event of allowance of any claims, AABCO shall promptly make payment or provide credit to Customer in the amount so allowed.

3. Customer agrees that in the sale of goods by AABCO, except in Paragraph 8 below, Customer's exclusive remedy shall be to return goods to AABCO and at AABCO's option AABCO may (1) repair the nonconforming goods; (2) deliver replacement goods; or (3) refund Customer's purchase price. Customer agrees that no consequential damages of any kind shall be recoverable from AABCO for delivery, nondelivery sale, or use of goods, regardless of whether arising out of contract, warranty, negligence, strict liability, or tort.

4. Customer grants to AABCO a security interest in all goods and materials sold or rented by AABCO. This security is given to secure the payment of all indebtedness to AABCO presently existing or hereinafter arising, direct or indirect, and the interest, costs, or attorney's fees which may accrue thereon. Regardless of the adequacy of any security which AABCO may at any time hold, and regardless of the adequacy of any other security which AABCO may obtain from Customer in connection with any other transactions, any deposits or the funds owing to AABCO from Customer shall (as

6. If any portion of this agreement is breached, or in AABCO's discretionary judgment, Customer's credit is or becomes impaired at any time, AABCO has the right to decline further performance, until Customer's credit has been re-established to AABCO's satisfaction, without prejudice to any other remedies of AABCO.

7. If Customer is required to be registered pursuant to RCW 18.27, or RCW 19.25, Customer agrees to keep in effect the required bond and insurance and to immediately notify AABCO if the bond and insurance lapse or become impaired. If Customer changes business identity, Customer agrees that it, its changed identity, and its principals shall remain fully liable to AABCO pursuant to this instrument and the documents referenced hereon.

8. This instrument contains the entire and only agreement between Customer and AABCO, all prior and collateral representations, promises and conditions being merged herein. Except as to written warranties or guarantees stated herein, there are no warranties or guarantees which extend beyond the description on the face hereof, either promissory or independently imposed by law, whether based on promise, express representations, implied representations, descriptions, or any other grounds whatsoever, statutory or otherwise. All purchased goods are guaranteed against material defects for a period of ninety (90) days from date of delivery by AABCO. Problems caused by environmental or use conditions beyond AABCO's control are solely the responsibility of Customer. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for any particular purpose. All warranties, if any, by a manufacturer or supplier other than AABCO are theirs, not AABCO'S, and only such manufacturer or supplier shall be liable for performance under such warranties. AABCO hereby assigns and passes through to Customer said manufacturer's or supplier's warranties, if any, and Customer hereby agrees to accept said assignment and to deal directly with said manufacturer or supplier. Customer agrees to hold AABCO harmless from, and to fully indemnify AABCO for all costs, expenses, reasonable attorneys fees and court costs incurred by AABCO from any claims, demands, or litigation asserted by Customer against any manufacturer or supplier of AABCO. All goods may be furnished in accordance with the respective industry, tolerance of color variation, size, finish, texture and performance standards. Customer acknowledges it has fully investigated the goods being ordered and has independently determined their suitability for Customer's use and compatibility with the conditions for installation,

collateral in the possession of AABCO) constitute additional security for, and may be set off against, obligations secured hereby, even those obligations which may not then be due. Customer agrees to execute such financing statements as may be deemed necessary by AABCO in its sole judgment, in order to allow AABCO to perfect its security interest in the subject property. In the event that Customer shall be unable or unwilling to execute such financing statements, AABCO is hereby appointed as Customer's attorney-in-fact for the purpose of affixing said Customer's signature to any appropriate financing statements. Upon payment in full of the purchase price contained in each invoice, together with all interest, costs, and actual attorneys' fees as may accrue thereon, AABCO shall promptly release its security interest as to such property.

5. If Customer fails to fully perform its obligation to pay AABCO, Customer shall pay all expenses of retaking or restoring repossessed goods; reasonable charges for management and employee time AABCO incurs to obtain payment, retake or store any materials provided by AABCO; court or arbitration costs; and reasonable attorney's fees, costs, and all other expenses of any kind or nature incurred by AABCO, including title reports, whether in court, arbitration, bankruptcy, collection or administrative proceedings. Funds received by AABCO shall be applied in the following order: expenses of retaking or storing of repossessed goods; reasonable charges for management and employee time seller incurs to obtain payment, retake or store materials, interest, court or other costs; actual attorney's fees; charges for materials; charges for equipment charges for labor charges for any other costs not identified previously. Any funds received by Customer from third parties on account of materials, equipment, or labor furnished by AABCO shall be impressed with an express trust for the benefit of AABCO and shall be segregated from all other funds of Customer and immediately forwarded to AABCO.

use, maintenance, storage and security

9. For value received, each and every person who signs this agreement becomes individually liable for payment and performance pursuant to this agreement, waives presentment, demand, protest, and notice of nonpayment hereof, binds himself as principal and not as surety and agrees to remain bound notwithstanding any extensions that may be made to any party liable hereon. If Customer is incorporated or is a limited liability company, all signatories become individually liable for the payment of the corporation's or the limited liability company's debts to AABCO and it understood that credit would not be extended to the corporation or limited liability company without this assumption of liability. The signature of a corporate officer binding the corporation to these terms also binds them individually to these terms. All signers do so in their capacity as managing agents for their marital community, if any, and obligate the marital community for payment hereon.

10. Accounts are due and payable on or before the 30th of each month following the date of purchase or rental. Customer agrees to pay interest at the rate of 1.5% per month on the balance due for labor, or purchase or rental of materials or equipment furnished by AABCO not paid by the due date. Customer agrees not to transfer this agreement or any interest herein without AABCO's prior written consent, which consent may be withheld in AABCO's sole discretion.

11. Any action hereon shall be brought in Snohomish County and shall be resolved in accordance with the Snohomish County Mandatory Arbitration Rules. The Arbitration Award shall be final and binding upon the parties and judgment on the Award may be entered by the Court having jurisdiction hereof. No action or suit to enforce Customer's rights or remedies arising from a purchase or rental pursuant to this Agreement shall be commenced later than the one (1) year from the date of Customer's receipt of the subject goods. Nothing contained in this section shall in any way limit or impair AABCO's lien rights, any lien foreclosure rights, or any other equitable remedies available to AABCO.