

11. **Force Majeure** (unexpected or uncontrollable event): Seller shall not be liable for delays or defaults due to acts of God, acts of governmental authority, wars, fires, floods, accidents, strikes, labor disputes, shortages (including but not limited to raw material shortages and energy shortages), transportation delays or shortages, failure of machinery, inability to obtain materials or supplies, excessive demand for products over available supply, interruption for any reason in the manufacture of products by Seller's suppliers, or other causes beyond Seller's control.

12. **Lien/Notice**: Seller reserves the right to file an "Affidavit of Lien" against Buyer in accordance with the laws of each state. Buyer agrees to provide Seller with all necessary information for lien proceedings, including but not limited to, the name and address of the owner of real estate where the goods were installed and the legal description of said property.

13. **Limited Warranty**: Seller warrants to the original Buyer only that the goods to be supplied hereunder will conform to the description agreed upon by both parties; that Seller will convey good title thereto; and that such goods will be delivered free from any lawful security interest or other lien or encumbrance unknown to Buyer. **SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF MERCHANTABILITY.**

No employee or agent of Seller is authorized to make warranties about the goods described in this agreement. Oral or written statements by Seller's employees or agents do not constitute warranties, shall not be relied upon by Buyer, and are not part of this agreement. 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.

14. **Limitation of Liability**: Seller's liability and Buyer's exclusive remedy is expressly limited, at Seller's option, to the repair of defective goods, the replacement thereof with conforming goods, or the repayment of the purchase price. If Seller chooses to replace the defective goods or repay the purchase price, Buyer shall return the defective goods to Seller upon request. **UNDER NO CIRCUMSTANCES, SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, AND ANY LIABILITY THAT MAY ARISE OUT OF ANY THIRD**

PARTY CLAIMS AGAINST BUYER. If Seller furnishes Buyer with advice or other assistance concerning any goods supplied hereunder, or any structure in which any such goods may be installed, and which is not required pursuant to this contract, including but not limited to brochures or other literature or verbal advice, the furnishing of such advice or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds. Seller's shop drawings will indicate the location of lateral web bracing required to resist web buckling in long compression web members. All other bracing, blocking, bridging, etc., both temporary and permanent are outside Seller's scope of work. Seller will provide Contractor with handling, installation and bracing guidelines produced by the Truss Plate Institute and the Wood Truss Council of America in its field packages, however, in so doing, Seller does not expand its scope of work beyond that set forth in its proposal to Contractor or that set forth in the Purchase Agreement between Contractor and Seller. Seller shall have no responsibility concerning the installation and bracing of trusses nor shall Seller have any responsibility to inspect the trusses after installation or to verify dimensions or adequacy of work done by other trades that may relate to the goods sold hereunder.

15. **Limitation of Actions**: Any action for breach by Seller of this Agreement must be commenced within one (1) year after the delivery of the goods supplied hereunder.

16. **Final and Exclusive Agreement**: Verbal instructions or agreements relative to or altering this agreement in any way are not authorized and will not be recognized. The terms and conditions herein are intended by Buyer and Seller as a final expression and complete and exclusive statement of the terms and conditions of this agreement. Whenever the provisions of these terms conflict with the provisions contained in any past, present, or future contractual agreement, these provisions shall prevail and supercede such conflicting terms.

17. **Waiver**: No waiver, discharge or renunciation of any claim or right of Seller arising out of breach of these terms and conditions by Buyer shall be effective unless in writing, signed by a duly authorized officer of Seller, and supported by consideration. Any waiver by Seller of any breach by Buyer shall be a waiver of that breach only and not any subsequent breach.

18. **Collection Costs**: If it is necessary for Seller to pursue a claim against Buyer to enforce the terms of this agreement, or to recover any indebtedness or damages, Seller shall be entitled to recover from Buyer its reasonable attorney's fees, costs, and other expenses.

19. **Assignment/Delegation**: No right or interest in this agreement shall be assigned, nor any obligation delegated, by Buyer without Seller's written permission.

20. **Governing Law/Venue**: This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any action to enforce, arising out of, or in any way connected to, any of the provisions of this agreement shall be brought and venued in Brule County, South Dakota, and the parties hereto consent to the jurisdiction of said courts located in Brule County.