

**STANDARD TERMS AND CONDITIONS APPLYING TO ALL SALES  
EVERGREEN TRACTOR, LLC**

**Terms.** All sales by Evergreen Tractor, LLC (“Evergreen”) are expressly conditioned upon the terms and conditions set forth herein and Evergreen’s offer or acceptance of Purchaser’s offer is expressly limited to acceptance of these terms. Any additional or different terms or conditions in any previous or later communication from Purchaser, are hereby objected to by Evergreen. Any terms additional to or different from those set out in this document will have no force or effect unless set out in a written document, signed by a representative of Evergreen with authority to do so. Purchaser’s acknowledgement by purchase order or otherwise, or full or partial performance, will constitute acceptance of all terms and conditions contained herein.

**Prices.** Unless otherwise specifically agreed to in writing, all quotations shall expire thirty (30) days after issuance. Prices do not include sales, use, excise, value added, or other taxes.

**Payment.** All invoices are due 30 days from date of invoice. Accounts past due are subject to finance charges computed at the rate of 1.5% per month. All disputed invoices MUST be resolved within 30 days of invoice date or no credit will be given. Accounts more than 60 days past due may be referred to collection. Evergreen will be entitled to recover all costs of collection, including attorneys’ fees and any contingency fees assessed by a collection agency.

**Title/Risk of Loss.** Title to equipment shall pass to Purchaser upon receipt by Evergreen of the purchase price and all other sums due hereunder. Risk of loss transfers to Purchaser upon delivery of equipment. Purchaser shall maintain insurance on the equipment for the full value thereof until payment in full. Purchaser grants Evergreen a security interest in the equipment, with the right of repossession, until payment in full.

**Warrantees.** All sales are “as is.” Equipment and goods sold by Evergreen are manufactured by others. With respect to new equipment and goods, Purchaser’s rights are limited to whatever warranty is provided by the manufacturer of such equipment and goods. Consult the specific equipment warranty that comes with your product for more information. Evergreen hereby assigns to Purchaser any manufacturer’s warranties and will assist Purchaser in obtaining warranty service. That obligation shall constitute the sole obligation of Evergreen. EVERGREEN MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. IN PARTICULAR EVERGREEN MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY WARRANTY OF SUITABILITY OR COMPLIANCE WITH ANY PROJECT REQUIREMENTS, PLANS, SPECIFICATIONS, LAWS OR CODES.

**Limitation of Liability.** Evergreen shall not be liable to Purchaser or any other party for any consequential, incidental, or special damages of any kind, including but not limited to labor charges, loss of use, loss of revenue or profits or increased costs of any nature whatsoever, under any circumstances.

**Legal Action.** Any legal proceeding to determine, interpret, or enforce any rights as between Evergreen and Purchaser shall be governed by and construed in accordance with the laws of the state of Washington. Jurisdiction and venue shall be exclusively in King County, Washington. The prevailing party shall be entitled to recover its reasonable attorneys’ fees and expenses of litigation.

**Complete Agreement.** Purchaser acknowledges that it has read these Terms and Conditions and understands agrees to be bound by them. Further, Purchaser represents and agrees that the Agreement and the click-through licenses contained in the Software set forth the complete and exclusive statement of the agreement including the governing terms and conditions between the parties, which shall prevail over and supersede all proposals, printed provisions on subordinate Purchaser documents including purchase orders, oral or written agreements, the Purchaser’s general terms and conditions and all other communications between the parties relating to the subject matter of the Agreement.