

Customer Agreement

Company Name/Address

Business Name Tax ID#

DBA: Primary Contact

Address Primary Contact Phone #

City State Zip Office Phone #

Company Information

Business Type (LLC/Regular Corp/S Corp/Partnership/Sole Proprietorship)

In Business Since

Principal Owner or Officer Title

Address (if Different than above)

City State Zip Phone#

Trade/Bank References

	City & state	Contact Name	Phone #
Trade Company	<input type="text"/>	<input type="text"/>	<input type="text"/>
Trade Company	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	<input type="text"/>	<input type="text"/>	<input type="text"/>

By Signing below, I hereby agree and accept the terms and conditions included on page 2 of this agreement.

Name Title

Signature _____ Date

Prairie Dirt Solutions

TERMS AND CONDITIONS

- 1. Scope and Validity.** Except as specifically agreed otherwise in writing, the Terms and Conditions set forth herein (the “Terms and Conditions”) shall govern any and all transactions among any “Customer” (herein so called) and Prairie Dirt Solutions, and affiliates (collectively, “Seller”), being engaged in the remanufacture of wood products (the “Goods”). The following Terms and Conditions, together with those contained in the body of any applicable Seller invoice, sales contract, proposal, quotation or purchase order (the “Proposal Documents” or “Proposal”) shall constitute the entire agreement for the purchase and sale of Seller's Goods. Any acceptance by Seller contained herein is made expressly conditional upon Customer's assent to these Terms and Conditions. No agreement or understanding, oral, written or otherwise, in any way purporting to modify these Terms and Conditions shall be binding unless hereafter made in writing and signed by an authorized representative of Seller.
- 2. Taxes.** Any taxes which are levied on the Goods or on transportation charges associated therewith, when the same are required to be paid by or collected by Seller, shall be added to the purchase price quoted in the Proposal.
- 3. Payment.** In the event that Seller extends credit to Customer, payment is due and payable within 30 days of the Invoice date. Late payments are subject to a charge of 1.5% per month on the unpaid balance.
- 4. Disclaimers.** Except as otherwise set forth herein, Seller makes no representation or warranty, express or implied, concerning the Goods, the results to be obtained from the use of the Goods, and/or generally accepted application procedures and precautions, including no implied warranty of merchantability or fitness for a particular purpose. The exclusive remedy of the user or buyer, and the limit of liability of Seller for any losses, damages, or injuries resulting from the use or handling of this product, shall be the refund of the purchase price if deemed appropriate in Seller's sole discretion. No such warranty shall be implied by law, and no agent or representative is authorized to make any such warranty on the Seller's behalf.
- 5. WARRANTY. ALL GOODS ARE HEREBY SOLD AND DELIVERED “AS IS”.** Seller agrees to fill orders to the best of its ability, based on the availability of the requested Goods. If Seller is unable to provide the requested Goods, Seller will provide substitute Goods approved in writing by Customer. Seller does not provide engineering, building, or architectural advice necessary to determine the correct type of Goods for any particular project. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE GOODS ARE FIT FOR ANY PARTICULAR PURPOSE OR USE, AND ALL WARRANTIES WHICH MIGHT OTHERWISE ARISE FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY SPECIFICALLY EXCLUDED.**
- 6. Indemnity.** Customer agrees to indemnify, defend and save harmless Seller and its or their respective officers, directors, employees, stockholders, agents and attorneys from any and all claims, damages and liability for injury or death to persons or damage to property, arising out of the sale of Goods hereunder, provided that no indemnity shall arise in the event of Seller's sole negligence.
- 7. Inspection and Testing.** Customer shall be solely responsible for the coordination and costs associated with any tests performed on the Goods in order to make determinations as to Customer's satisfaction and ultimate use of such Goods. Once delivered, Goods shall not be returned to Seller unless Seller authorizes such return by prior written notice to Customer.
- 8. Limitation of Damages.** In no event shall Seller's liability for rejected Goods, under any circumstances, exceed the purchase price set forth in the Proposal. **IN NO EVENT SHALL SELLER OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, STOCKHOLDERS, ATTORNEYS OR AGENTS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM OR IN CONNECTION WITH ANY CLAIM OR CAUSE OF ACTION, WHETHER BROUGHT IN CONTRACT OR IN TORT, EVEN IF SELLER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**
- 9. Applicable Law.** The terms of this agreement shall be governed by the laws of the State of Oklahoma, without regard to its conflicts of law provisions.
- 10. Severability.** If any provision contained herein shall for any reason be held to be invalid, illegal, void or unenforceable in any respect, such provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to the invalid, illegal, void or unenforceable provision while still remaining valid and enforceable and the remaining terms or provisions contained herein shall not be affected thereby.
- 11. Non-Disclosure, Entire Agreement and Waiver.** Customer agrees not to disclose to any third party the terms and conditions of the Proposal or the information received from Seller in either negotiating Customer's order or the Proposal, or in the performance of the Proposal or order, which obligations shall survive completion of the Proposal. The obligations of this provision shall not apply to any information which Customer possessed prior to its disclosure by Seller, was or has become available through the public domain, or is subsequently provided to it by another party having the right to possess and disclose the information. The Proposal and these terms and conditions contain the entire agreement of the parties, and neither party shall be bound by or liable for any statement, promise, inducement or understanding not set forth herein or therein. Any reference to Customer's request for quotation or order does not imply acceptance by Seller of any term, condition or instruction contained therein. Neither party's failure to insist on performance of any term, condition, or to exercise any right or privilege under a Proposal shall constitute a waiver of any breach or of any right or privilege.