

Legal Information

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PRODUCT WARRANTY

LIMITED WARRANTY

Timbercon products are warranted against defects in materials and workmanship for a period of (1 Year) unless otherwise stated from the date of delivery to the initial end user of the product. Timbercon shall, upon review, replace products that prove to be defective or do not meet specifications, if Timbercon receives written notice of such defects during the applicable warranty period. Timbercon's entire liability and your exclusive remedy shall be, at Timbercon's option, (a) return of the price paid, or (b) replacement of the product that does not meet Timbercon limited warranty, and which is returned to Timbercon. This limited warranty is void if failure of the product has resulted from accident, abuse, or misapplication. Any replacement product will be warranted for a period of 90 days from the date of delivery to the initial end-user of the product. Timbercon is pleased to offer suggestions and procedures on the use of its various products. However, Timbercon neither assumes responsibility for any omissions or errors nor assumes liability for any damages that result from the use of its products. This warranty is in lieu of all other warranties, express or implied including warranties of merchantability or fitness for a particular purpose.

WARRANTY COVERAGE LIMITATIONS

The following are expressly not covered under warranty:

1. Any loss, damage and/or malfunction relating in any way to shipping, storage, accident, abuse, excessive use, alteration, misuse, neglect, failure to use products under normal operating conditions, failure to use products according to any operating instructions provided by the Seller, lack of routine care and maintenance as indicated in any operating maintenance instructions, or failure to use or take any proper precautions under the circumstances.

2. Products, items, parts, accessories, subassemblies or components, which are expendable in normal use or are of limited life, such as but not limited to bulbs, fuses, lamps, glassware, diodes etc. The Seller reserves the right to revise the foregoing list of what is covered under this warranty.

REPAIR UNDER WARRANTY

If you need to request the return of product(s) to Timbercon please contact our Customer Service Department at (503)827-8141 or your sales representative to obtain a Return Material Authorization (RMA) and shipping instructions. Ship the product back to us, prepaid and insured, in the original or equivalent packaging, with the designated RMA number clearly marked on the outside of the return package. To avoid processing delays, please be sure to include: purchase order number, invoice number, contact name, address and phone number. Timbercon cannot be responsible for any damage occurring in transit to us and we cannot accept products returned without an RMA number. Any product(s) which have been returned to Timbercon but which are found to meet the applicable specifications and are not defective of workmanship, will be subject to an examination charge of a minimum \$ 50 USD which will be billed to you and the product will be returned at your expense.

LIMITED LIABILITY

Timbercon shall in no case be liable for negligence or under and product liability theory or similar legal theory. In no event shall Timbercon be liable for incidental or consequential damages, even if advised of the possibility of such damages or if such damages were foreseeable.

INTELLECTUAL PROPERTY

The sale of Products does not convey to Buyer any license or other right with respect to any patent, patent claim, other intellectual property, or other information which is identified as confidential by Supplier or that a reasonable person would consider confidential by the nature of the information or the circumstances of its disclosure. Supplier expressly reserves all of its rights to any such patent, patent claim, intellectual property or confidential information. You agree to notify Timbercon promptly in writing of any third party claims that any Timbercon product(s) infringes that party's intellectual property rights.

GENERAL

Neither party will be liable for any delay in performance resulting from any cause beyond that party's control (including without limitation material and/or capacity shortages). If

any sentence, part, or provision of these terms and conditions shall be found illegal, unenforceable, or in conflict with any valid controlling law, the validity of the remaining terms and conditions shall not be affected thereby. Each party shall conform to all applicable laws and regulations, including but not limited to export control laws of the United States or any other applicable jurisdiction. These terms and conditions shall be construed in accordance with the substantive laws of the United States of America without regard to its conflict of laws rules, except that questions affecting the construction or enforcement of any intellectual property rights shall be determined by the laws under which such rights are granted, registered, or protected. No waiver of any of the foregoing terms and conditions shall be effective unless made in writing and signed by the party sought to be bound to such waiver

Product Invoice Terms and Conditions

1. GENERAL. As used herein the term “Seller” shall mean Timbercon, Inc. and the term “Buyer” shall mean the person or entity desiring to purchase goods from Seller. The terms and conditions of sale contained herein apply to all quotations made and purchase orders entered into by Seller. These terms and conditions may in some instances conflict with some of the terms and conditions stated in the Buyer’s purchase order form and other communications to Seller. Therefore, Seller’s acceptance of Buyer’s order is made only on the express understanding and condition that insofar as the terms and conditions of this order acknowledgement and acceptance conflict with any terms and conditions of Buyer’s order, the terms and conditions stated herein shall govern, irrespective of whether Buyer accept these conditions by written acknowledgement, by implication, or by acceptance and payment for goods ordered hereunder. Seller’s failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions of any invoice.

2. PRICES. Prices for all of Seller’s products shall be accordance with Seller’s product price list in effect on the date of shipment unless otherwise specifically agreed to between Buyer and Seller. The Amount of all transportation charges from Seller’s shipping location and of all taxes and other charges now and hereafter imposed by any governmental authority upon the manufacture, production, sale, purchase, delivery, possession or resale of the products specified herein, which may be paid by Seller of for which Seller may be liable, shall be the responsibility of the Buyer and shall be paid to Seller in addition to the purchase price of the products, unless otherwise agreed in writing.

3. TERMS OF PAYMENT. All goods are payable C.O.D. cash or cashier's check immediately upon receipt, unless credit arrangements have been made with Seller.

4. DELIVERY AND TITLE. All sales are made F.O.B. the Seller's warehouse. Subject to Seller's right of stoppage in transit, delivery of products to a carrier at the shipping point in good condition shall constitute delivery to Buyer and risk of loss shall thereupon pass to Buyer provided, however, title shall remain in Seller until Buyer makes payment in full for any such products. In the absence of shipping instructions, Seller shall select a carrier who shall be deemed to act as Buyer's agent, notwithstanding any payment by Seller of freight charges made for Buyer's account. Seller shall have no liability for any events occurring during shipment: any claims for damages or loss shall be filed with the carrier. Delivery of any installment of products within 30 days after the date specified shall be deemed timely unless Seller receives written notice of cancellation prior to shipment. Delivery of a quantity which does not vary by more than 10% from the quantity specified by Buyer shall constitute full performance of such delivery. Late delivery of one installment shall entitle Buyer to cancel that installment only.

5. SHIPMENTS. All shipping dates are approximate. Seller will exercise reasonable efforts to fill all orders according to the agreed schedule(s): provided, however, Seller shall not be responsible for any failure to perform or delay in performing which is directly or indirectly due to any governmental or military regulation or requirement, act of God, war, riot, embargo, fire, flood, strike or other labor dispute, unavailability of materials or transportation facilities, or any other unforeseen circumstances or causes beyond the Seller's control. Any affected delivery date shall be deemed extended for a period of time equal to the delay incurred.

6. WARRANTY. Seller warrants that all goods will be free from material defects at the time of delivery. Seller further warrants that the goods will conform to any description in Paragraph 1 of this agreement. NO DESCRIPTIONS OTHER THAN THOSE IN THIS DOCUMENT SHALL BE DEEMED A WARRANTY. BY DESCRIPTION OR OTHERWISE HAVE ANY LEGAL EFFECT. IF EXAMPLES WERE EXHIBITED TO BUYER, SAME WERE FOR GENERAL INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE DEEMED A WARRANTY BY SAMPLE OR MODEL OR OTHERWISE HAVE ANY LEGAL EFFECT. THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. CLAIMS. Buyer shall be deemed to have accepted the products unless notice of rejection is given within a reasonable time, which is agreed to be within 5 calendar days

after receipt. Buyer expressly waives any right to revoke acceptance thereafter. Claims of late delivery are barred unless made prior to receipt of products and the receipt of any product shall constitute waiver of any claim that such items are delivered late. No return of products will be accepted by Seller with out a return authorization number (RMA#) which may be issued in Seller's sole discretion. Any products returned must be complete, must be in their original shipping cartons together with all packing materials, and must have any applicable freight prepaid. A complete description regarding the nature of the defect must be included with all returned products.

8. DEFAULT AND CANCELLATION. In the event of Buyer's default in payment for the products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses incurred by Seller in collection of any sums owing by Buyer (including reasonable attorney's fees), and Seller may decline to make further shipments to Buyer without in any way affecting its rights under this Agreement. If, despite any such breach by Buyer, Seller elects to continue to make shipments, such shipments shall not constitute a wavier of any breach by Buyer or in any way affect Seller's legal remedies arising from such breach. Should Buyer elect to cancel its order, Buyer shall be liable to Seller for reasonable cancellation charge which shall include without limitation all costs and expenses incurred by Seller in connection with procuring and filling Buyer's order, which shall not exceed the actual resale price of the products cancelled. If Buyer becomes bankrupt or insolvent or files or has filed against any petition in bankruptcy, or makes an arrangement for the benefit of its creditors, or suffers a receiver or similar part to be appointed, Seller shall be entitled to cancel this Agreement without judicial intervention or declaration of default of Buyer and without prejudice to any remedy which shall thereafter accrue to Seller.

9. APPLICABLE LAW/ CONSENT TO JURISDICTION. This Agreement is entered into in Portland, Oregon and shall be governed by and construed in accordance with the laws of the State of Oregon, without giving legal effect to the choice of law principles. The parties agree that the exclusive jurisdiction and venue of any action with respect to this Agreement shall be the Municipal or Superior Courts of Multnomah County, Oregon, or if there is federal jurisdiction, the U.S. District Court for the District of Oregon.

10. ATTORNEY'S FEES. If any legal action or any arbitration or other proceedings are brought for the interpretation or enforcement of this Agreement, or any rights of the parties with regard to this Agreement, or any related agreement, or because of an alleged dispute, breach, or default, the successful or prevailing party shall be entitled to recover its actual attorney's fees and expenses and any costs associated with any enforcement proceedings

PI01- LEGAL INFORMATION

Revision	Date	Change	By
A	8.12.09	Release of document	EH