

PLEASE REMIT FROM THIS INVOICE
 TO: REHRIG PACIFIC COMPANY
 P.O. BOX 514457
 LOS ANGELES, CA 90051-4457



4010 East 26th Street
 Los Angeles, CA 90058
 (323) 415-5550

INVOICE DATE 04/05/11
 PAGE 1

SHIP DATE 04/05/11

PERIOD 02-2012

INVOICE NUMBER LA162485

CUSTOMER NUMBER LE015

CUSTOMER NUMBER LE015D

PAST DUE

SOLD TO
 LEMAY INC.
 PO BOX 44459
 TACOMA WA 98444
 U.S.A.

SHIP TO
 LEMAY INC. - ABERDEEN
 4201 OLYMPIC HIGHWAY
 ABERDEEN WA 98520
 USA

INVOICE

F.O.B.: POINT OF SHIPMENT
 TERMS: 0.00%-0, Net30
 SHIP-VIA: RTG
 SALESREP: 215 Kory Mahaf
 WAYBILL: 92075

QUANTITY	ITEM	PRODUCT/DESCRIPTION	UNIT	UNIT PRICE	EXT. PRICE	SHIP DATE	TAXABLE
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219	001	RC671GR75LE015 95 Gal NB Cart - Assy 005u ROC Grey / UV Metal Catch Bar 10" BM 1.4" InSp Wheel-Snap-on	EA	41.4000	9,066.60	04/05/11	YES
219	002	RC535BL51LE015 Lid-95 Gal Univ Cart Navy Blue / UV	EA			04/05/11	YES
219	003	IM001 In Mold Label (RC)	EA	1.2500	273.75	04/05/11	YES

SERIAL #A95615848 - A95616066
 ** SUB-TOTAL ***: 9,340.35
 FREIGHT: 1,289.91

TAX ON ITEMS: 9,340.35 @ 8.400 % 784.59
 TAX ON FREIGHT: 1,289.91 @ 8.400 % 108.35
 TOTAL TAX ON: 10,630.26 @ 8.400 % 892.94
 Date Due: 05/05/11 ***** TOTAL ***: 11,523.20

TERMS and CONDITIONS

BUYER'S ACCEPTANCE OF TERMS: Seller's shipment of goods is expressly limited to the terms and conditions set forth herein and on the face hereof. Buyer agrees he has full knowledge of the terms and conditions printed on both sides of this Invoice/Acknowledgment. These terms and conditions are part of the Agreement and supercede any and all other terms and conditions and bind each party either if the goods are delivered to and accepted by Buyer, or if Buyer does not within 10 days from the date of this order deliver to Seller written objection to the terms and conditions.

CREDIT: Prior credit approval and non-delinquent status are necessary before Rehrig will consider shipping on an open-account basis. Rehrig may at any time, in its sole discretion, require cash in advance, C.O.D., letter of credit, or wire transfer prior to shipping.

PAYMENT AND TERMS: Unless indicated otherwise ~~on the front of this form, all prices are in U.S. funds.~~ F.O.B. Rehrig's plant of shipment. Unless otherwise specified ~~by Rehrig in writing, all invoices are due and payable 30 days from the date of invoice.~~ Amounts not paid when due will bear a late payment charge of 1-1/2 percent per month or the maximum legal rate, whichever is less, together with all reasonable attorney's fees associated with the collection of same. Each shipment shall be considered a separate and independent transaction, and payment therefore shall be made accordingly. Products held for Buyer shall be at the sole risk and expense (including interest) of Buyer.

DELIVERY: For shipments made F.O.B. point of shipment, title passes to Buyer and Rehrig's liability as to delivery ceases upon delivery to the carrier at the shipping point. All claims for damages must be filed with the carrier. All shipments will normally be made by common carrier, parcel post, air express, or airfreight. Unless specific instructions from Buyer specify shipping instructions, Rehrig will ship by the method it deems most advantageous. Delivery dates are approximate and subject to delay due to events beyond the reasonable control of Rehrig. Seller assumes no responsibility for failure to deliver on particular dates, and when orders are placed for delivery on specified dates, if, for any reason the goods will not be accepted if delivery is made later than the date named, Rehrig must be notified to that effect when the order is placed.

All prices are exclusive of any present or future federal, state, local taxes, or any other taxes or levies. Rehrig will invoice Buyer for sales tax unless Buyer has provided Rehrig with a proper tax exemption certificate.

ACCEPTANCE: Buyer shall accept or reject products within 10 days of delivery. Failure to notify Rehrig in writing of nonconforming products within such period is an unqualified acceptance.

INSPECTION: Inspection shall be made by the Buyer at the time and place of delivery.

CLAIMS: Buyer's failure to give notice of any claim within 10 days from the date of delivery shall constitute an unqualified acceptance of the goods and a waiver by the Buyer of all claims with respect thereto.

RETURNS: Products may be returned only upon obtaining a return authorization from Rehrig.

ASSIGNMENT: Buyer may not assign its rights or delegate its performance hereunder without the prior written consent of the Seller, and any attempted assignment or delegation without such consent shall be void.

WARRANTY: Rehrig warrants its products against defective materials or workmanship for a period of one year from date of shipment. Rehrig's liability under this warranty is limited solely to repair, replacement, or refund, at Rehrig's option, and applies only if: i) Rehrig is promptly notified in writing by Buyer during the one-year warranty period of any defect or nonconformance in the article; ii) Buyer obtains authorization from Rehrig to return the defective article; iii) the defective article is returned to Rehrig, with transportation charges paid by Buyer; and iv) Rehrig's examination of such article discloses to its satisfaction that any defect or nonconformance was not caused by negligence, misuse, improper installation, accident or unauthorized repair or alteration by a person other than Rehrig. **THE FOREGOING WARRANTY IS EXCLUSIVE AND EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, IMPLIED, EXPRESS OR STATUTORY). NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.**

REMEDIES/LIMITATION OF LIABILITY: IN NO EVENT WILL REHRIG BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE RELATING TO REHRIG'S PRODUCTS OR ARISING OUT OF ANY LEGAL THEORY, WHETHER CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. BUYER'S EXCLUSIVE REMEDY AND REHRIG'S LIMIT OF LIABILITY FOR ANY AND ALL LOSSES RESULTING FROM DEFECTIVE GOODS OR FROM ANY OTHER CAUSE, SHALL BE FOR THE PURCHASE PRICE OF THE PARTICULAR

DELIVERY WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED PLUS ANY TRANSPORTATION CHARGES ACTUALLY PAID BY THE BUYER. THIS LIMITATION OF LIABILITY INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS, AND BUYER AGREES TO PROCURE SUCH INSURANCE, IF ANY, AS IT DEEMS APPROPRIATE TO COVER SUCH CLAIMS. IN NO EVENT SHALL REHRIG BE LIABLE TO BUYER IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE SUBJECT PRODUCT AND ANY TRANSPORTATION COSTS ATTENDANT THERETO.

WAIVER AND MODIFICATION: This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound. In addition, no modification, amendment, waiver, or other change in this Agreement shall be binding upon Seller unless made in writing duly executed by an authorized representative of Seller.

FORCE MAJEURE: Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including but not limited to, priorities, requisitions, allocations, and price adjustment restrictions), inability to obtain material, equipment or transportation, and any other similar or different contingency. The party whose performance is prevented by any such contingency shall have the right to omit during the period of such contingency all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable under this Agreement shall be reduced by the quantity so omitted. If, due to any such occurrence, Seller is unable to supply the total demands for any material specified in this Agreement, Seller shall have the right to allocate its available supply in a fair and equitable manner. In no event shall Seller be obligated to purchase material from others in order to enable it to deliver material to buyer hereunder.

SUBSTITUTIONS AND MODIFICATIONS: Rehrig retains the right to make substitutions and modifications from time to time in its product specifications, without notice, provided that such substitutions or modifications, in Rehrig's judgment, do not cause a material adverse affect on overall product performance.

BUYER'S CREDIT: Rehrig shall have the right, in addition to other remedies provided by law, to terminate this Agreement or to suspend further deliveries thereunder in the event the Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial condition become unsatisfactory to seller, seller may require cash payments or satisfactory security for future deliveries and for goods theretofore delivered.

BANKRUPTCY: Rehrig may terminate this agreement if Buyer becomes bankrupt or insolvent, commences or has commenced against it any bankruptcy or insolvency proceeding, makes an assignment for the benefit of creditors, discontinues business, has a receiver appointed for all or any portion of its assets, or breaches its payment or other obligations under this Agreement.

SECURITY INTEREST: In the case of sales made on credit, Buyer hereby grants Rehrig a purchase money security interest in the goods to be shipped to the Buyer under the Agreement and any proceeds thereof, as security for Buyer's obligation to pay the purchase price, and Buyer agrees to execute any financing statement or other instrument reasonably required by Buyer to perfect such security interest.

VENUE AND LAW: This Agreement and all disputes and suits related thereto shall be governed, construed and interpreted in accordance with the laws of the State of California. All actions or proceedings relating to this Agreement shall be maintained in a court located in Los Angeles County, State of California, and Buyer and Seller hereby consent to the jurisdiction of said court and waive any objection to such venue.

ENTIRE AGREEMENT: The parties intend this writing as the final expression of their agreement and as a complete and exclusive statement of the terms of their agreement. This Agreement contains all of the representations and agreements between the parties hereto. No agreement shall exist other than as provided herein. The Agreement sets forth the entire agreement between Buyer and Seller concerning the subject matter hereof and is intended by Buyer and Seller to be a complete and exclusive statement of such agreement. No course of prior dealing between the parties and no usage of the trade shall be admitted in evidence to explain this Agreement.

INDEMNITY: If Rehrig supplies to Buyer products which Rehrig has specially produced for Buyer pursuant to Buyer's specifications, Buyer agrees to defend, indemnify, and hold Rehrig, its officers, directors, agents and employees harmless from any claims, losses, liabilities, or damages (including court costs and attorneys' fees) arising out of Buyer's use, resale or distribution of such products. This indemnity obligation specifically includes, without limitation, claims based upon negligence, strict tort liability, or other legal theories.

SEVERABILITY: If any provision herein shall be held to be invalid or unenforceable for any reason, such provision shall be excluded from this Agreement and the balance of this Agreement shall be enforceable in accordance with its terms.

G/JF/JJ