



ELECTRIC SUPPLY & EQUIPMENT CO.

Providing Electrical Devices, Automation Solutions and Value Added Services Since 1935

Terms & Conditions of Sale

Electric Supply & Equipment Company is herein referred to as "The Company".

- All products are shipped F.O.B shipping point unless otherwise specified. The risk for all damages, destruction or loss of the products shall pass to Purchaser at the shipping point. The prices quoted exclude all applicable taxes, duties, tariffs, fees, levies, penalties and other charges imposed by governmental authorities with respect to the production, sale or delivery of the products, all of which shall be paid by Purchaser.
- Claims for shortages, losses, and apparent or concealed damages sustained in transit, shall be made by the purchaser with the carrier.
- Shipping dates are approximate and are dependent upon prompt receipt of all necessary information to The Company from Purchaser. The Company shall not be liable for late delivery due to fire, strike, civil or military authority, insurrection or riot, unavailability of material or parts and for other causes beyond its reasonable control, and The Company shall not be liable for incidental or consequential damages arising from late delivery.
- All equipment and supplies shall be installed by and at the expense of the Purchaser unless otherwise stipulated in writing. The Company may furnish, at its option, engineers to supervise installation of the equipment. All engineering fees charged to The Company or customarily charged by The Company and other expenses incurred shall be paid by the Purchaser. Purchaser accepts responsibility for all loss occurring during the erection of the equipment for any reason including, but not limited to, fire and disaster.
- The parties hereto acknowledge and agree that the Purchaser will pay the entire purchase price according to The Company terms of sale as listed on each invoice and these Terms and Conditions. In the event the Purchaser defaults, The Company shall charge and collect a service charge of 1 1/2% per month of the unpaid contract price. The Company shall also be entitled to all costs of collection including courts costs and attorneys fees in the event of the default by the Purchaser.
- No terms or conditions or purchase orders and/or contracts different from the terms of The Company will become a part of any sales agreement, purchase order, or other document(s) unless specifically approved in a separate writing by The Company.
- The Purchaser agrees to provide The Company upon request a statement representing that the Purchaser is and remains solvent.
- The Company will extend to the Buyer all transferable warranties made to The Company by the manufacturers or suppliers of materials. THE COMPANY MAKES AND GIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, AND IT IS EXPRESSLY UNDERSTOOD THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE SPECIFICALLY EXCLUDED WITH RESPECT TO ANY AND ALL GOODS, MATERIALS OR SERVICES FURNISHED BY THE COMPANY. This general warranty policy supersedes any other warranties contained in plans for specifications on which a quotation or proposal from The Company may be based and cannot be expanded without the prior and specific written consent of The Company.
- THE COMPANY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO DAMAGES OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASES OR REPLACEMENT GOODS OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTIONS. ANY REMEDY OF PURCHASER SHALL SOLELY BE WITH RESPECT TO ANY WARRANTY EXTENDED BY THE MANUFACTURER. THE REMEDY OF THE PURCHASER SET FORTH HEREIN IS EXCLUSIVE, AND THE LIABILITY OF THE COMPANY WITH THE RESPECT TO ANY CONTRACT, OR ANY THING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREOF, OR FROM THE SALE, DELIVERY, RESALE, INSTALLATION OR USE OF ANY GOODS SOLD, WHETHER ARISING OUT OF ANY CONTRACT, NEGLIGENCE, STRICT TORT, OR UNDER ANY WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.
- It is expressly understood that the title to property shall not pass to the Purchaser but shall remain vested in and be the property of The Company, or its assigns, until the payment of the purchase price and late charge, and the performance of all the conditions and stipulations of the Application have been met. No agreement for any extension of time or postponement of any payment shall be valid unless in writing signed by an officer of The Company. It is expressly agreed that the property shall be and remain strictly personal property and retain its character as such, no matter in what manner it may be affixed or attached to any building or structure.
- For the purpose of enforcing The Company's rights, the Purchaser authorizes The Company to enter on the Purchaser's premises, with or without notice, and remove the property, and hereby waives any action, or rights of action, arising out of such entry and repossession.
- Applicant agrees that venue for any legal proceeding regarding this Agreement shall be commenced and maintained exclusively in the state or federal courts in Guilford County, North Carolina, and Purchaser submits to the exclusive jurisdiction thereof.
- When this document is confirming the Purchaser's verbal acceptance, exceptions must be communicated to The Company within 10 calendar days after the date of this notice or the quote is deemed to be accepted by the Purchaser.
- The Company and Purchaser agree that The Company may assign all its right, title and interest in the account created hereby including, without limitation, its collection remedies and Purchaser shall attorn to such assignee.
- THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE ALTERED EXCEPT IN WRITING SIGNED BY AN OFFICER OF THE COMPANY AND THE PURCHASER AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES.
- An order may be cancelled by Purchaser only if agreed to by The Company, as determined by The Company in its sole discretion and upon payment of reasonable charges based upon expenses already incurred and commitments made by The Company in its sole discretion.

Applicant Initials: _____ , _____ , _____ , _____



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Terms & Conditions of Sale

(Continued)

Electric Supply & Equipment Company, Inc. (the "Company") makes no assurance or guaranty regarding any amount of credit or the continuation of such credit to the applicant. If the Company, in its sole discretion, provides applicant with a line of credit to facilitate purchases of product and/or other business transactions with the Company, such credit line may be amended, decreased or terminated at any time at the Company's sole discretion. If such credit is provided to the applicant, the applicant will provide to the Company any or all annual reports containing the applicant's audited consolidated financial statements for the a particular fiscal year or other applicable financial information, as requested by the Company. If the Company determines, in its sole discretion, that the credit worthiness or future performance of the applicant is impaired or unsatisfactory, the Company may (i) suspend delivery of products, (ii) require payment by wire transfer of immediately available funds prior to the scheduled shipment of the products and/or (iii) require cash, letter(s) of credit, guarantees or other security acceptable to the Company in its sole discretion. The Company may terminate any line of credit provided as a result of this application to applicant at any time.

(Name of Applicant / Company)

A) (Sign) By: _____

Print Name: _____

Title: _____

B) (Sign) By: _____

Print Name: _____

Title: _____

C) (Sign) By: _____

Print Name: _____

Title: _____

D) (Sign) By: _____

Print Name: _____

Title: _____