

CONDITIONS OF SALE

Acceptance of Order; Termination - Acceptance of any order is subject to credit approval and acceptance of order by Seller, Kovalsky-Carr Electric Supply Co., Inc. (hereinafter called "Seller") and Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to buyer and without liability to Seller.

Prices and Shipments - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point.

Taxes - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.

Delay in Delivery - Seller is not to be accountable for delays in delivery occasioned by acts of God or other circumstances over which Seller has no direct control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in delivery.

Waiver - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.

Material Supplier Only - We are a material supplier and not a construction sub-contractor. We assume no responsibility for any terms, conditions, or special provisions in any contract between purchaser and any other party, including but not limited to, provisions regarding warranties, time and method of payment and retainage, cancellation and penalties for delay in completion.

Modification of Terms and Conditions - No terms and conditions other than those stated herein and no agreement or understanding, in any way purporting to modify these terms, or conditions, shall be binding on Seller without Seller's officer's written consent.

Claims - Claims regarding discrepancies must be made in writing not more than five (5) days after receipt of shipment.

RETURNED GOODS POLICY

NO CREDIT WILL BE ALLOWED FOR MATERIAL RETURNED WITHOUT PERMISSION (WHICH INCLUDES HAVING A RETURN MATERIAL AUTHORIZATION "RMA" NUMBER AT THE TIME OF RETURN).

Material returned for credit is subject to the following:

All returns must be authorized, in writing, by Seller's officers.

Material must be clean, unused, undamaged, in original packaging, and otherwise in resellable condition.

Stock material may be returned within 30 days of purchase with no penalty providing quantity is a normal amount stocked by

Kovalsky-Carr Electric Supply Co., Inc.

Stock material offered for return after 30 days and before 90 days of purchase will be charged a 10% handling charge.

Stock Material offered for return after 90 days of purchase can only be returned with written approval from Seller's officers.

Special ordered material is not returnable without prior approval and is subject to manufacturer's terms for restocking charges and freight.

Cut wire and conduit are not returnable.

Please provide invoice number and date with return.

PAYMENT TERMS

ALL INVOICES ARE DUE WITHIN 30 DAYS OF INVOICE DATE.

We reserve the right to charge past due accounts 1 ½ % interest per month from due date plus any expenses incurred by the corporation in collecting the account, including all reasonable attorney's fees. The charge in interest on an annual basis is 18%.

WARRANTY AND SELLER'S LIABILITY

Warranty - The following is made in lieu of all warranties, express or implied. Seller's and manufacturers only obligation shall be to replace such quantity of the product proved to be defective. Neither Seller nor manufacturer shall be liable to the user or any other person under any legal theory, including but not limited to negligence or strict liability, for any direct or consequential damages sustained or incurred by reason of the use of the product or otherwise. Before using, user shall determine the suitability of the product for the intended use, and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be altered except by an agreement signed by officers of Seller and manufacturer.

Limitation of Liability - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price all at Seller's option, and in no case shall Seller be liable for incidental or consequential damages.