

TERMS AND CONDITIONS

1. **Definitions** - "Kovalsky-Carr" means United Electric Supply Company, Inc. d/b/a Kovalsky-Carr and any name under which it may trade "Purchaser" means the person identified in the "sold to" or "quoted to" space on the reverse hereof.
2. **Terms Governing Sale** - Purchaser agrees to be bound by all of the terms and conditions set forth herein. Any terms and conditions set forth in any purchase order or other document or any oral communication or written agreement which purports to be an addition to this Agreement which is inconsistent herewith shall not be binding upon Kovalsky-Carr unless made in writing and accepted by the signature of an authorized officer or manager of Kovalsky-Carr. Any term or condition of sale contained in any document prepared by or received from Purchaser by Kovalsky-Carr relating to the goods sold under this Agreement which is inconsistent with any term or condition of this Agreement is hereby rejected by Kovalsky-Carr, and shall have no effect.
3. **Shipping Dates** - Shipping dates furnished by Kovalsky-Carr are approximate and shall not be deemed to be fixed or guaranteed.
4. **Prices** - All orders are subject to prices and terms of sale in effect on the date of shipment and such prices and terms are subject to change without prior notice to Purchaser. Unless otherwise stated on the reverse hereof, all price quotations expire 30 days from the date of quotation and prices do not include freight or, where applicable, any federal, state or local taxes of any nature, including any tariffs or duties, all of which shall be paid by the Purchaser.
5. **Cancellation of Orders** - All cancellations of orders must be requested by Purchaser and approved by Kovalsky-Carr in writing. Purchaser agrees to pay for any and all costs incurred by Kovalsky-Carr in connection with any cancellation request.
6. **Returned Goods** - Only returns requested by Purchaser and approved by Kovalsky-Carr in writing will be permitted. Goods returned for any reason other than a warranty claim will be subject to a restocking charge to compensate Kovalsky-Carr for its reasonable costs incurred with respect to such return. Under no circumstances will goods be accepted for return after 60 days from the date of shipment.
7. **Wire Cuts** - Kovalsky-Carr will not accept returns of wire which has been cut to specified lengths at Purchaser's request.
8. **Credit** - Notwithstanding any prior extension of credit by Kovalsky-Carr to Purchaser, if at any time, Kovalsky-Carr determines, in its sole judgment, that Purchaser's financial condition does not justify Kovalsky-Carr's extension to it of credit in connection with any sale hereunder, Kovalsky-Carr may, at its option, require Purchaser to make full payment in cash prior to order entry, manufacture, shipment or delivery.
9. **Payment Terms** - Unless otherwise stated on the face hereof or of Kovalsky-Carr's invoice payment terms in connection with credit approved by Kovalsky-Carr are net 30 days from the date of invoice, and Kovalsky-Carr does not extend cash discount terms. A late payment charge of 2.0% per month on past due amounts or, if less, the maximum permitted by law, will be added to all outstanding balances after 30 days from date of invoice.
10. **Default** - In the event Purchaser defaults in payment, Kovalsky-Carr may, in its sole discretion, suspend shipment of goods on order at such time. Purchaser shall be liable for all costs incurred by Kovalsky-Carr in connection with such default including, but not limited to, attorney and collection agency fees.
11. **Risk of Loss** - If goods are shipped directly from a manufacturer or vendor other than Kovalsky-Carr to Purchaser's shipping address shown herein, the risk of loss of such goods shall not be on Kovalsky-Carr. Otherwise, the risk of loss shall pass from Kovalsky-Carr to Purchaser upon (i) delivery to Purchaser's shipping address, if shipped by Kovalsky-Carr's vehicle or (ii) delivery to a common carrier, if shipped by common carrier. When goods are shipped by common carrier all claims for damages or losses in transit must be made by Purchaser directly to such common carrier. Purchaser shall be obligated to pay the full amount of Kovalsky-Carr's invoice in accordance with the payment terms stated therein, or hereunder notwithstanding damage in transit by or disputes with common carriers.
12. **Limitation of Liability** - With respect to any claim against Kovalsky-Carr arising in any way from the sale of goods hereunder other than warranty claims, Kovalsky-Carr's liability shall not exceed the purchase price of such goods. KOVALSKY-CARR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, BACK CHARGES. Kovalsky-Carr shall not be liable for damages of any kind resulting from any delay or failure to deliver or perform due to strikes, lockouts or other labor difficulties, failure or delay of sources of supply, transportation difficulties, accidents, fires, acts of God, or any other cause of like or unlike nature beyond Kovalsky-Carr's reasonable control.
13. **Specification Changes** - All manufacturers' specifications, either contained in Kovalsky-Carr's catalogue, promotional literature or in any other document are subject to change without notice to Purchaser and without liability to Kovalsky-Carr.
14. **Confirmations** - Written confirmation by Purchaser of telephone or other oral orders must be clearly marked "confirming" to avoid duplicate shipments. If this is not done and duplicate shipment occurs, Purchaser's written confirmation shall be deemed to be a separate order subject to terms and conditions of this Agreement.

TERMS AND CONDITIONS (CONTINUED)

15. **Claims** - Any claim against Kovalsky-Carr other than warranty claims must be made in writing within ten (10) days after delivery and must state the factual basis for such claim. Failure to make any such claim within ten (10) days of receipt of shipment shall constitute acceptance of the goods and waiver of any and all claims with respect to such shipment. Purchaser agrees that warranty claims shall be barred unless asserted by Purchaser by the commencement of an action within 12 months after delivery of the goods. All provisions of this Agreement relating to warranties, remedies and claims shall survive any termination of this Agreement however arising.
16. **Warranties** - KOVALSKY-CARR MAKES NO WARRANTY EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING GOODS SOLD HEREUNDER. Purchaser's sole remedy with respect to defective goods purchased hereunder shall be limited to pursuing warranty claims against the manufacturers of such goods. Kovalsky-Carr hereby assigns to purchaser all rights and warranty claims which it may have against the manufacturers of goods sold by it hereunder. Kovalsky-Carr further agrees to use reasonable efforts to cooperate with the Purchasers to obtain from such manufacturers, in accordance with such manufacturers' customary practices, the repair or replacement of any goods which are defective in workmanship or material. With respect to goods modified by Kovalsky-Carr at Purchasers' request, Kovalsky-Carr shall have no liability whatsoever in the event that such goods' manufacturers' warranties are voided as a result of such modification.
17. **Sales Representative** - No Kovalsky-Carr sales representative or other employee who is not an officer or manager of Kovalsky-Carr shall have authority to change or waive any of the terms and conditions of this Agreement.
18. **Waiver of Jury Trial** - In the event of litigation relating to this Agreement or the goods sold hereunder, Purchaser hereby agrees, to the extent permitted by law, to waive any right that it may have to a jury trial on any and all issues that may be raised in such litigation.
19. **No Waiver** - Nothing contained herein shall be construed to limit or waive any right or remedy of Kovalsky-Carr under applicable federal, state, or local laws.
20. **Severability** - The invalidity of any provision of this Agreement shall not invalidate or render unenforceable any other provision of this Agreement.
21. **Entire Agreement and Modification** - This Agreement is intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof, and is intended as a complete and exclusive statement of the terms and conditions of that agreement (any prior agreement being superseded by this Agreement and such prior agreements are hereafter null and void). This Agreement may not be modified, rescinded or terminated orally, and no modification, rescission, termination or attempted waiver of any of the terms, provisions or conditions hereof (including this paragraph) shall be valid unless in writing, supported by consideration, and signed by the party against whom the same is sought to be enforced.
22. **Governing Law** - All orders are subject to acceptance by Kovalsky-Carr in Delaware and this Agreement shall in all respects be governed by and construed under the laws of the State of Delaware. Each of the Purchasers hereby irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware and (b) with respect to actions commenced in the courts of the State of Delaware or the federal courts sitting in the State of Delaware, in addition to any other service of process method permitted by applicable law, that service of process may be made on such Purchaser by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to (b) above shall, to the fullest extent permitted by applicable law, have the same legal force and effect as if served upon such party personally within the State of Delaware.