

Mayer Electric Supply Company, Inc. and its Division, Jones & Lee Supply is herein referred to as the "Company".

1. All prices are F.O.B. shipping point unless otherwise specified. The prices quoted herein are subject to addition for federal, state or local taxes.
2. Claims for shortages, losses, and apparent or concealed damages sustained in transit, shall be made by the Purchaser with the carrier.
3. Shipping dates are approximate and are dependant upon prompt receipt of all necessary information by the Company. 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.
4. 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. The expenses shall be born by the Purchaser. Purchaser accepts responsibility for all loss occurring during the erection of the equipment by events including, but not limited to, fire and disaster.
5. The parties hereto acknowledge and agree that the Purchaser will pay the entire purchase price according to the Company terms of sale (10th PROX NET11). CHECKS BEARING A "PAYMENT IN FULL" LEGEND MUST BE SENT TO THE COMPANY AT 3405 4TH AVENUE SOUTH, BIRMINGHAM, AL 35222, ATTEN: ACCOUNTS RECEIVABLE MANAGER. In the event the Purchaser defaults, the Company may charge and collect a late charge of 1 1/2% per month of the past due balance. The Company shall also be entitled to all costs of collection including court costs and attorneys fees in the event of the default by the Purchaser.
6. 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.
7. The Purchaser agrees to provide the Company upon request a statement representing that the Purchaser is and remains solvent.
8. The Company will extend to Purchaser 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, AND IT IS EXPRESSLY UNDERSTOOD THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE 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 or 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.
9. 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 purchased or replacement goods or claims of customers of Purchaser for service interruptions. Any remedy of Purchaser shall 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 respect to any contract, or anything 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.
10. 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 contract 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.
11. For the purpose of enforcing the Company's rights, the Purchaser authorizes the Company to enter on the premises, with or without notice, and remove the material, and hereby waives any action, or rights of action, arising out of such entry and repossession.
12. If Purchaser is a Florida entity, Purchaser waives any and all privileges and rights that it may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended and further agrees that any action brought against this account may be brought in the appropriate court in Hillsborough County, Florida.
13. When this document is confirming the Purchaser's verbal acceptance, exceptions must be communicated to the Company within 10 days or the Quote is accepted by the Purchaser.
14. The Company and Purchaser agree that the location of the branch receiving any purchase order shall be a proper place of venue.
15. If your application for business credit is denied or other actions taken, you will have the right to a written statement of the specific reasons for denial. To obtain this statement, please contact the applicable Company credit location within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request. NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.
16. 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.
17. An order may be cancelled by the Purchaser only if agreed to by the Company and upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company.
18. **Returned Goods Policy**
All material to be returned should be accompanied by documentation providing the Company with the invoice number and date, product identification number, quantity of items to be returned and the reason for the return.
Stock items: The Company will issue credit for material returned that meets the following conditions:
 - i. Material being returned should be within 60 days of invoice date.
 - ii. Material returned should be of reasonable quantity.
 - iii. Material should be in re-saleable condition as determined by a representative of the Company.Material returned after 60 days may be assessed a restocking charge. Material returned 120 days or more after invoice date may be refused by the Company.
Non-stock items: Returns are subject to returned goods policies and procedures of the Company's suppliers; provided, however, any return necessitated by defective shipment shall be given credit by the Company to Purchaser.
Returned Goods will only be accepted by the Company trucks if the return has been previously authorized by the issuance of a Return Material Authorization.
19. If the Purchaser is not a corporation and subsequent to the making of the application incorporates his business, with or without the knowledge of the Company, Purchaser agrees to be jointly and severally liable to the Company for any indebtedness incurred by or transferred to such corporation.
20. Purchaser agrees that all funds owed to Purchaser from anyone or received by Purchaser to the extent those funds result from the labor or materials supplied by the Company, shall be held in trust for the benefit of the Company ("Trust Funds"). Customer agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to the Company all Trust Funds.

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 IN WHICH THE COMPANY IS LOCATED.