



The Furbay Electric Supply Company and Subsidiary
TERMS AND CONDITIONS



Price quotations will not contain State Sales Tax, unless expressly indicated otherwise in writing, and the tax shall be added where applicable. Freight charges will not be included in price quotations, unless expressly indicated otherwise in writing, and shall be added when applicable. Seller does not guarantee delivery dates and all delivery dates given are estimated, claims of shortages and/or breakage should be noted on the Carrier's delivery document, or on the Furbay Electric & Subsidiary's Delivery Slip. In any case, we must be notified within 48 hours.

RETURNING MATERIALS: All sales are final and no merchandise may be returned unless consented to by Seller and subject to their policy. Items we NORMALLY STOCK may be returned for full credit within 90 days from the date of purchase, provided that the product is saleable and you furnish the invoice number on which you purchased it. Otherwise, a restock charge will apply as follows:

Up to 90.....No restock charge
90-120 days - 10%.....120+days—20%
Nothing beyond one year will be credited.

*SPECIAL ORDER items to be returned must be subject to the manufacturer approval and his re-stock policy will apply plus return freight and handling. Customer account will be credited for special return when Seller receives credit from manufacturer. Deposits may be required for special order items.

*The Furbay Electric Supply Co. & Sub hereinafter referred to as Seller offers no guarantee or warranties of any kind whatsoever including any warranties of merchantability or of fitness for a particular purpose either expressed or implied, on merchandise sold by Seller and Buyer agrees the only warranties on the merchandise sold by Seller are the warranties made by the manufacturer.

*All stock items for return must be in original cartons and in good condition. Otherwise, a minimum 20% restock will apply. Date sensitive material and material in poor condition could be refused upon inspection. Quantity levels that exceed our normal stocking levels may be denied or require a higher restock charge.

*Any cash discount allowed and the terms of same will be printed on Seller's Invoice and Buyer agrees not to take such discount unless Buyer has complied with said terms and not to deduct any greater amount than allowed.

*Buyer agrees not to back-charge Seller or take a credit against any amount owed for Seller for any reason without the written authorization from the Seller. This paragraph places no obligation on the Seller and does not in any way modify or invalidate, either part or in whole, any provisions of Paragraph 1.

*All shipments of merchandise are F.O.B. point of origin and any damages in transit to merchandise is the responsibility of the Carrier and it is Buyer's responsibility to file a damage claim with the Carrier. It is the Buyer's responsibility to inspect material in a timely fashion. Any claims for concealed damage must be filed within 15 days by Buyer with Carrier. Buyer agrees that under no circumstances shall it withhold payments from Seller because of damage in transit. Buyer further understands Seller's terms and agrees that in the event legal action shall become necessary in order to effect collection for goods purchased by Buyer from Seller, Buyer agrees to pay all Seller's costs of collections including reasonable attorneys fees.

*There are no understandings or agreements between Buyer and Seller other than the fully expressed and contained herein and no agent or salesman of Seller has any authority to obligate Seller by any terms, guarantees, warranties, stipulations or conditions not herein expressed. This agreement may be altered only by written consent of the parties hereto.

TERMS

NOTE: NO DISCOUNT ON TAX OR FREIGHT
1. TERMS: CASH DISCOUNT AS STATED ON INVOICE.

3. NO MATERIALS ACCEPTED FOR CREDIT WITHOUT PRIOR AUTHORIZATION AND OUR INVOICE NUMBER FURNISHED.

2 UNPAID INVOICES AS OF 30" PROX. SUBJECT TO SERVICE CHARGE OF UP TO 2% PER MONTH, ANNUAL PERCENTAGE RATE 24%.

4. BUYER AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY'S FEES.