CAPE ELECTRICAL SUPPLY LLC
TERMS AND CONDITIONS OF SALE

NOTICE TO OWNER:
FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.
(THIS NOTICE COMPLIES WITH MISSOURI LAW)

NOTE: All sales transactions are subject to the latest published terms and conditions of sale of the Seller and to any special conditions of sale which may be contained in applicable quotations and acknowledgements.

1. ACCEPTANCE, GOVERNING PROVISIONS, AND CANCELLATIONS.
No order for Seller merchandise of services shall be binding upon Seller until accepted in writing by an authorized agent of Seller or by shipment or other performance of such order. Any such order shall be subject to these terms and conditions of sale, and acceptance shall be expressly conditioned on assent to such terms and conditions.

No order accepted by Seller may be altered or modified by Purchaser unless agreed to in writing signed by an authorized agent of Seller and no such order may be cancelled or terminated unless agreed to in writing signed by an authorized agent of Seller. Purchaser agrees to pay Seller's loss, damage and expense arising from such cancellation, termination, modification or alteration.

No modified or other conditions will be recognized by Seller unless specifically agreed to in writing and failure of Seller to object to provisions contained in any purchase order or other communication from a Purchaser (including, without limitation penalty clauses of any kind) shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions, and shall not be binding upon Seller.

Unless otherwise agreed in writing by an authorized agent of Seller, products sold hereunder are not intended for use in or in connection with a nuclear facility, or activity. If so used, seller disclaims all liability for any nuclear damage, injury or contamination, and Purchaser shall indemnify Seller against any such liability, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise.

Any contract of sale and these terms and conditions shall be governed by and construed according to the laws of the State of the location of the Seller company. Any provision held void herein shall only void that provision and all other provisions shall remain binding upon the parties.

2. QUOTATIONS AND PRICES.
Written quotations and conditions upon acceptance by Purchaser within thirty (30) days from date issued shall be considered as offers by Seller to sell during such thirty day period unless sooner terminated by written or oral notice.

All prices are subject to change without notice. In the event of a net price change, the price of merchandise on order but unshipped will be adjusted to the price in effect at the time of shipment. Downward adjustment of prices shall apply only to unshipped portions of outstanding orders. All clerical errors are subject to correction.

3. PAYMENT TERMS.

Payment is due on all invoices 30 days after the statement date. Past due invoices are subject to a finance charge of 1.50% per month or the maximum rate allowable by law, whichever is greater, with a minimum finance charge of $1.00, pursuant to **408.080 RSMO**. Terms of payment to Purchasers with satisfactory credit are discounted as set out on the statement evidencing such purchase if, and only if, payment in full is received by Seller by the tenth day of the month following the statement date. Cash discounts are calculated for current month purchases only and will not be available for payments received after the stated discount date on the statement. The Seller reserves the right to disallow cash discounts when the Purchaser pays with a credit card and/or to charge an additional 3% on the payment amount to cover credit card processing fees. The Seller may apply payments first to unpaid finance charges and then to invoices specified on the Remittance Advice.

Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale if, in its judgment, the financial condition of Purchaser shall not justify the terms of payment specified.

If delivery of merchandise is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when Seller is prepared to ship and the merchandise may be stored at the risk and expense of Purchaser.

If Purchaser defaults when any payment is due, then the whole contract price shall become due and payable upon written demand, or Seller, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the contract for sale.

4. TAXES AND OTHER CHARGES.

Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by any transaction between Seller and Purchaser, shall be paid by Purchaser in addition to the prices quoted or invoiced. In the event that seller shall be required to pay any such tax, fee or charge, Purchaser shall reimburse seller therefore, or, in lieu of such payment, Purchaser shall provide Seller at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing such tax, fee or charge.

5. DELIVERY.

Delivery of merchandise to a carrier at any Seller plant or other shipping point shall constitute delivery to Purchaser and all risks of loss or damage in transit shall pass to Purchaser at that time.

Seller takes care in packing its merchandise. Seller will not be responsible for breakage after having received an "In good order" receipt from the transportation company. All claims for loss and damage must be made by Purchaser to the carrier.

Seller is not to be accountable for failure to deliver or delays in delivery of merchandise if caused by any legislative, administrative or executive law, order or requisition of the Federal government or any state or municipal government or any subdivision, department, agency, officer or official thereof, or if caused by, but not limited to strike, fire, floods, accidents, or other acts of God, delays of carrier inability to obtain suitable and sufficient labor and necessary supplies or raw materials, acts or

omissions of Purchaser, or other unavoidable consequences beyond Seller's control. Factory shipment or deliver dates are the best estimates of Seller's suppliers. In no case shall Seller be liable for any consequential, special, incidental or penal damages arising from any delay in delivery. Extra labor or mechanical facilities required to unload shall be provided by Purchaser without any cost to Seller.

Claims of shortages or other errors must be made in writing to Seller within five days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

6. SUBSTITUTES.
Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers, and assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the product.

7. DAMAGES.
ANYTHING TO THE CONTRARY HEREIN CONTAINED NOTWITHSTANDING, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL CONTINGENT, PENAL OR INCIDENTAL DAMAGES WHATSOEVER, whether such damages be based upon breach of contract, warranty, tort (including negligence) or any other legal or equitable theory.

8. RETURNS OF MERCHANDISE.
Seller will accept return of standard stock material purchased from Seller. The material must have been purchased within the past six months from the seller, must be a current stock item, and must be in a new and resellable condition (e.g. undamaged, in package, unused). The return will be **subject to a minimum thirty (30%) percent restocking charge. Items purchased from stock will have a 30 day grace period to be returned without a restocking fee.**

Seller cannot accept the return of non-stocked material. Upon request of Purchaser, return authorization will be requested from the appropriate supplier. This return will be subject to the supplier's conditions and Purchaser shall be responsible for any supplier charge.

9. LABOR CHARGES.
Seller will not accept any chargebacks for labor or any other labor charges unless accepted in writing by an authorized agent of Seller.

10. WARRANTIES.
All materials sold are warranted to the extent of the manufacturer's warranty, if any. **SELLER MAKES NO WARRANTIES WHATSOEVER**.

11. DISCLAIMER OF WARRANTIES.
Any warranties on any item purchased are solely those made by the manufacturer. Seller hereby expressly **DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AMONG OTHERS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of any merchandise. **SELLER'S LIABILITY FOR BREACH OF ANY MANUFACTURER'S WARRANTY IS LIMITED** to the purchase price of the merchandise sold, and excludes all other damages including, among others, incidental, consequential, special, contingent, or penal damages. **SELLER DISCLAIMS ALL**

LIABILITY FOR ANY DAMAGE TO ANY OF PURCHASER'S EQUIPMENT, EXCEPT AS AUTHORIZED HEREIN, WHETHER OR NOT SOLD BY SELLER. Any and all representations, promises, warranties or statements by Seller's agent that differ in any manner from the above terms shall be given no force or effect, and Purchaser may not rely thereon.

12. WAIVER.
The failure of Seller to insist upon the performance of any of the terms and conditions of this agreement 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 agreement.

13. MERGER.
Seller's agents may have made oral representations, promises, warranties, or statements about any item sold. Such statements are not authorized by Seller, **DO NOT CONSTITUTE WARRANTIES**, shall not be relied upon by the Purchaser, and are not a part of these terms and conditions of sale. The entire agreement is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms and conditions of that agreement, and may only be amended by written agreement between the parties.

14. ATTORNEY'S FEES.
If Seller hires an attorney to collect any amounts due from any sale to Purchaser or due pursuant to any provision in this agreement, Purchaser agrees to pay any reasonable attorney's fee incurred by Seller in such collection.

15. ASSIGNMENT.
This agreement cannot be assigned by Purchaser without the express written consent of an authorized agent of Seller. Seller may assign this agreement and shall promptly notify Purchaser within thirty days of any such assignment.