

TERMS AND CONDITIONS OF SALE

1. **Delivery:** Delivery of apparatus and supplies to the Buyer's place of business or to the Buyer's jobsite shall constitute delivery to the Buyer.
2. **Acceptance of Orders, Modification and Cancellations:** No order for apparatus or supplies or services shall be binding upon D&S Electrical Supply until accepted by signing of Purchase Acknowledgement Form or by shipment. Any such order shall be subject to these standard conditions of sale. Acceptance shall be conditioned on assent to these conditions; which assent shall be deemed given unless Buyer shall expressly notify D&S Electrical Supply to the contrary prior to delivery or other performance by D&S Electrical Supply on such order. Failure of D&S Electrical Supply to object to conditions combined in any purchase order from a Buyer shall not be construed as a waiver of these conditions of sale, nor an acceptance of any such provisions.

No order may be altered or modified from these terms and conditions by purchaser unless agreed to in writing and signed by a Corporate Officer or Branch Manager of D&S Electrical Supply.

3. **Prices:** Prevailing prices are subject to change without notice. In the event of a price change, material on order but unshipped, shall be adjusted to the price in effect at the time of shipment unless provisions to the contrary are agreed to in writing and signed by a Corporate Officer or Branch Manager of D&S Electrical Supply.
4. **Payment Terms:** Each invoice will indicate the amount of cash discount available, if any, applicable to the merchandise shipped on that invoice. The amount of the cash discount is determined by the manufacturer of the product. Some manufacturers offer a 2% discount, while others offer a 1% discount and some do not offer a cash discount at all. Buyer will only earn the discount if payment is postmarked on or before the 10th of the month following the date of the invoice to the Buyer.

All invoices are due in full (net) on the 30th day following the date of the invoice. When the date of the invoice is dated the 26th through the 31st of the month, then it becomes the following months invoice and is due on or before the 10th of the following month for any listed discounts and Net 30 otherwise. For example, if the invoice is dated June 25th it will be due July 10th with a discount, otherwise Net 30 due July 25th or if it is dated June 26th it will be due August 10th with a discount, otherwise Net 30 due July 26th. A finance charge in the maximum amount allowable by state law will be charged on all invoices not paid by the due date and similarly each month thereafter until paid. Invoices will be issued and are payable as partial shipments are made.

D&S Electrical Supply may pay someone else to help collect any invoice(s) if Buyer does not pay. Buyer will also be responsible to pay D&S Electrical Supply all applicable charges incurred during collection. This includes attorney's fees for bankruptcy proceedings, appeals, and anticipated post-judgment collection services. Buyer will also pay court costs, recording costs and any other costs associated with collecting any invoice(s).

5. **Return of Goods:** No apparatus or supplies may be returned to D & S Electrical Supply without a copy of the original sales receipt to verify purchase for approval by the Branch Manager. All returns not caused by error of D&S Electrical Supply may be subject to restocking charges that will be indicated on the Buyer's credit/debit memo and any return freight charges to the factory.
6. **Warranties:** The manufacturer's warranties shall run directly from the manufacturer to the Buyer, if applicable, and except for D&S Electrical Supply's warranty that the electrical supplies and apparatus will be as described and ordered, D&S Electrical Supply makes no other warranties with respect to the goods purchased. It is expressly understood that no implied warranties are applicable to this agreement and that D&S ELECTRICAL SUPPLY DOES NOT WARRANT THAT SAID GOODS ARE MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. IT IS EXPRESSLY UNDERSTOOD THAT D&S ELECTRICAL SUPPLY SHALL IN NO CIRCUMSTANCES BE RESPONSIBLE FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES.
7. **General:** D&S Electrical Supply shall not incur any liability to Buyer for a delay, nonperformance or other defaults resulting to the sales of any goods which are subject to this agreement resulting from or are substantially contributed to directly or indirectly, by strikes, lock-outs, fires, wars, weather, delays in carriers, government acts, delays and defaults or contractors and subcontractors of either party or any other circumstances beyond D&S Electrical Supply's direct or indirect control.