

Kansas City Electrical Supply Co, Inc.
TERMS AND CONDITIONS

Delivery of material and all sales to Buyer are made conditional on your assent to the terms and conditions stated below, and we furnish such material only upon these terms and conditions. Any other terms and conditions additional or contrary thereto, whether made part of Buyer's purchase order or Seller's acceptance thereof, shall be null and void and of no effect, unless specific written approval of such additional or different terms is given by an authorized executive of Kansas City Electrical Supply Company.

- 1. PRICES:** All prices and terms are those currently in effect and subject to change without notice.
- 2. WARRANTIES:** No express or implied warranties, whether of merchantability or fitness for any particular use or otherwise shall apply to any products sold by us. Seller does pass on to Buyer any warranties of the manufacturer.
- 3. Seller's Liability:** Seller shall not be liable for any loss of profits or special, indirect or consequential damages. Buyer assumes all risk and liability for loss, damage or injury to persons or property of Buyer or others arising out of use or possession of any material sold hereunder. The liability of Seller is limited to replacement of the defective products or refund of the amount paid, in the sole discretion of Seller. Such replacement or refund is the exclusive remedy available to Buyer.
- 4. F.O.B. POINT:** All Sales are F.O.B. point of shipment and each shipment or delivery shall be considered a separate and independent transaction. Buyer has risk of loss after delivery at F.O.B. point.
- 5. CLAIMS:** Within five (5) days after tender of, delivery to or receipt of any shipment and before any part of the material has been changed from its original condition, Buyer shall inform Seller in writing if the material is found defective or short in any respect. Claims for breakage, damage or loss in transit must be made to the transportation company by the Buyer. Failure to inform Seller or use of the material shall be conclusive that Seller has satisfactorily performed.
- 6. DELIVERIES AND END USE:** Shipping dates given in advance of actual shipment are estimated based on information received from our suppliers and are not guaranteed. Seller shall not be liable to Buyer or to the ultimate user for any damages claimed resulting from delay in delivery of merchandise nor shall Seller be in any way responsible for the suitability of the material for any particular end use.
- 7. TAXES:** The prices shown do not include any sales, use, excise or other government charge payable by the Seller to the federal, state, or local authority. Sales or use taxes are the Buyer's responsibility if not charged.
- 8. PAYMENT:** All accounts are discountable on the 10th of the month following date of purchase and are due net thereafter. If paid on or before that date any applicable cash discount in the amount shown on the invoice may be deducted. Any unpaid accounts as of the 26th of the month following billing date will be considered past due and subject to a 1-1/2% per month service charge, or the maximum legal rate permitted by law, whichever is less. If, in our judgement, the financial condition of the Buyer at the time the merchandise is ready for shipment does not justify the terms of payment specified, we reserve the right to require full payment in cash before shipment or delivery. If a past due account is turned over for collection, debtor will be responsible for all attorney's fees and court costs.
- 9. RETURNS:** No returns are accepted without prior authorization. A deduction to cover the cost of handling and restocking will be made in accordance with the Company's current Return Goods Policy. All non-stock material can only be authorized under terms offered by our supplier.
- 10. DELAYS:** Seller shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, transportation difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond Seller's reasonable control.
- 11. MODIFICATIONS:** These terms and conditions constitute the entire transaction between Seller and Buyer. No modification, limitation, waiver or discharge hereunder shall affect Buyer's liabilities to Seller accrued prior thereto.
- 12. DISCLAIMER:** Seller disclaims all liability for consequential damage(s) or injury and all liability arising out of change(s), alteration(s) or modification(s) made in the product.
- 13. MISCELLANEOUS:** All rights and remedies of Seller hereunder are in addition to Seller's other rights and remedies and are cumulative, not alternative. The invalidity or unenforceability in whole or in part of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision.
- 14. QUOTATIONS:** Prices quoted by Seller are subject to adjustment at any time prior to Buyer's acceptance, without prior notice to Buyer. Seller reserves the right to correct any quoting errors or clerical errors. Orders, whether or not placed on the basis of any quotations, are subject to Seller's acceptance.

The validity, performance, construction and effect of these terms and conditions shall be governed by the laws of the State of Missouri.