



CENTREX ELECTRICAL SUPPLY CORP.
TERMS AND CONDITIONS OF SALE

January 2, 2012

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Centrex Electrical Supply Corp. ("Centrex") and, when applicable, Centrex's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Centrex, Centrex reserves the right to terminate upon notice to Buyer and without liability to Centrex.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. **RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Centrex for any such tax or provide Centrex with acceptable tax exemption certificate.
5. **DELIVERY** - Delivery of merchandise to a carrier at any Centrex location or other shipping point shall constitute delivery to Buyer and all risks of loss or damage in transit shall pass to Buyer at that time. Centrex is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Centrex's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Centrex be liable for any consequential or special damages arising from any delay in shipment or delivery. Claims of shortages or other errors must be made in writing to Centrex within five days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims.
6. **WARRANTIES** - Any warranties on any item purchased are solely those made by the manufacturer. CENTREX MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. CENTREX 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. CENTREX DISCLAIMS ALL LIABILITY FOR ANY DAMAGE TO ANY OF BUYER'S EQUIPMENT, EXCEPT AS AUTHORIZED HEREIN, WHETHER OR NOT SOLD BY CENTREX.
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Centrex, a copy of which will be furnished upon written request. Furthermore, Centrex's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Centrex's option, and IN NO CASE SHALL CENTREX BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. **WAIVER** - The failure of Centrex to insist upon the performance of any of the terms or 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.

9. **MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Centrex unless made in writing and signed on its behalf by a duly authorized representative of Centrex. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. **LABOR CHARGES** - Centrex will not accept any chargebacks for labor or any other labor charges unless accepted in writing by an authorized agent of Centrex.
11. **QUOTATIONS AND PRICES** - Written quotations and conditions upon acceptance by Buyer within thirty (30) days from date issued shall be considered as offers by Centrex 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.
12. **ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Centrex, and any such assignment, without such consent, shall be void.
13. **GENERAL PROVISIONS** - All typographical or clerical errors made by Centrex in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the 22nd Judicial Circuit Court of St. Louis City, Missouri, or the United States District Court for the Eastern District of Missouri and no other place unless otherwise determined in Centrex's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
14. **PAYMENT TERMS** - Payment terms be as stated on Centrex's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express and Discover credit cards are accepted.
15. **ATTORNEY FEES** - If Centrex hires an attorney to collect any amounts due from any sale to Buyer or due pursuant to any provision in this agreement, Buyer agrees to pay any reasonable attorney's fee incurred by Centrex in such collection

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)