

TERMS AND CONDITIONS OF SALE

This Terms and Conditions of sale is entered into by between RESCO Electric, Inc. ("Resco," or "Seller") and Customer or ("Buyer" or purchaser).

TERMS: All accounts are due and payable by the terms of net 30 days or C.O.D. By acceptance of the goods or services described on our invoice, buyer agrees to pay interest on any past due account at 2% per month and to pay all costs, including seller's actual attorneys' fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. RESCO Electric, Inc. reserves the right to close this account for any reason without prior notice. RESCO Electric inc., also accepts Visa, MasterCard and American Express. All orders paid by credit card will be assessed a 3% processing fee. All credit card processing fee are non-refundable.

SPECIAL ORDERS/ BACK ORDERS: All special-order material once shipped from the factory is your material. RESCO Electric, Inc. will bill special order/backordered materials upon our receipt of such materials and will not be responsible for materials left more than 10 days. If you wish not to allow special orders by phone. please send us a note stating this and special order/backorder requests will have to be made at the counter and signed by the person requesting the order. Special orders are nonreturnable and if you do not pick them up you will not be credited for these items except as listed in our return policy stated above. We are not responsible for any damages to material shipped to you via a common carrier (ex. UPS, RPS, FED EX, YELLOW FRT, etc.). You must file a claim with the carrier who delivered the material.

DEPOSIT ORDER: Please be advised that the initial deposit will not be applied to invoices issued during the start of the order. The initial deposit will be applied to invoices at the end of the order. Invoices issued during the start of the order will have to be paid on terms. In the event that your terms are changed for any reason. The total final balance due for this order must be paid in advance when requested by Resco Electric Inc.

Return Policy: Material cannot be returned without authorization and will be subject to a restocking charge. We are unable to accept returns on custom products, build-to-order, modified products, special order items, non-stock items, discontinued items, and any order items or RMA items that are not approved by the manufacturer. A minimum restocking fee of 25% of invoice plus manufacturer restocking fee will be charged on all returns. Returns will only be accepted with prior approval after an RMA form has been submitted and within 30days of shipment. Material resubmitted for return after credit has previously been denied will be disposed of without return to the customer and no credit issued. Material returned without authorization may be REFUSED for credit processing. Please contact customer service at RESCO Electric, Inc. for an RMA. Return freight is the sole responsibility of the client.

REFUND CREDITCARD CHARGE: All refund paid by credit card will be assessed a 3% processing fee.

Order Acceptance and Cancellation: RESCO Electric, Inc. agrees that any of Buyer's orders are offers to buy under these terms, and applies to all products listed in Buyer's orders. All orders must be accepted by RESCO Electric, Inc. or RESCO Electric, Inc. will not be obligated to sell the products to Customer. RESCO Electric, Inc. may choose not to accept orders in RESCO Electric, Inc.'s sole discretion, even after RESCO Electric, Inc. sends Buyer a confirmation email with Buyer's order number and details of the items Buyer has ordered. Unless the cancellation is due to a default by RESCO Electric, Inc., once an order is placed with and accepted by RESCO Electric, Inc., the order cannot be canceled, unless RESCO Electric, Inc. consents in writing. If an order is canceled, Buyer shall reimburse RESCO Electric, Inc. for any cost it incurs as a result of such cancellation, including but not limited to cancellation or restocking fees. If the manufacturer approves cancellation of an order, Buyer shall reimburse RESCO Electric, Inc. for any cost it incurs as a result of such cancellation, including but not limited to cancellation or restocking fees. A minimum restocking fee of 25% of invoice plus manufacturer restocking fee will be charged on all cancellations.

Storage Policy: We can only store your purchase(package) for 3 days after your purchase date without a charge. After 3 days, there will be a \$25 storage fee per day (per package). This storage fee must be paid in full by cash or check before the package (your purchase) is released. In the event that the storage fee is not paid in full within three months The package will be sold, and no refund will be given.

DELIVERY: Delivery shall be F.O.B. manufacturer and/or seller's place of business, unless otherwise agreed. The risk of loss or damage to material passes to the buyer, and the buyer understands and accepts the risk.

Freight Claims: Company cannot assume responsibility for damage that occurred in transit. It is incumbent upon the receiver to inspect all packages thoroughly upon receipt to avoid forfeiture of freight claims. All freight claims must be submitted to RESCO Electric, Inc. within 48 hours of receipt. Company is not responsible for any delays caused by the manufacturer such as defects or shipping problems that are caused by the manufacturer.

Excusable Delays: Seller will not be responsible for job delays, nor be legally or financially liable for any charges incurred due to delays from the manufacturer(s). Seller will notify Buyer promptly of any material delay and will specify the revised delivery as soon as practicable. Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform as a result of acts of God, fire, acts of civil or military authority, governmental priorities, strikes or other disturbances, floods, epidemics, war, riots, delays in transportation or car shortages, or inability on account of causes beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities, or any other cause beyond Seller's reasonable control. In the event of any such delay there will be no termination and the date of delivery or performance shall be extended for a period equal to the time lost by the reason of the delay.

Quotation or Estimates: Quotation is based on information provided, and variations to quote will change price. Please verify quantities and description before ordering this quotation. Customer is responsible for quantities and description. Freight cost is not included in quotations and estimates and is subject to factory terms and conditions. If any issues occur for this quotation, we will follow the terms and conditions of the manufacturer. If your account status is past due, or over the Credit Limit, this quotation might be cash on delivery (COD), or a deposit will be required. Quotation ("Quote") is an offer for the sale of the quantity of goods specified on its face at the prices listed herein. Quote is expressly limited to those quantities, subject to prior sale and material availability, and is expressly conditioned upon Buyer's acceptance of Seller's terms and conditions, available at [[www.resco.com/terms & condition](http://www.resco.com/terms&condition)] (the "Terms"). Quote and the Terms shall prevail over any of Buyer's terms and

conditions regardless of whether or when Buyer submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions.

EXAMINATION AND INSPECTION: Buyer and seller agree that the buyer shall have the duty to thoroughly inspect the goods promptly upon delivery. Buyer shall notify seller in writing, fully specifying all claimed defects or non-conformities, within (10) ten days from delivery. Failure to notify seller within (10) ten days of delivery shall constitute the buyer's waiver of any defect and/or non-conformity discovered during inspection.

WARRANTIES AND DISCLAIMERS OF WARRANTIES: Seller and buyer agree that there are no warranties of any kind, either expressed or implied, including the implied warranties of merchantability or fitness for a particular purpose, for any material or equipment not manufactured by seller. Such items are subject only to the written warranties, if any, of the respective manufacturer. Seller and buyer agree that neither the seller, nor the manufacturer, assume or authorize any other person to assume, any other obligation, liability, or warranty, in connection with the material and/or equipment sold under this agreement.

Limited Product Warranty: The goods sold by Seller are products of recognized manufacturers sold under their respective brand or trade name in accordance with their terms and conditions. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material, design, or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole obligation of Seller. Except as to title, SELLER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. Seller shall not, under any circumstances be liable for any special, direct, indirect, incidental, exemplary, liquidated, or consequential damages to persons or property arising out of or connected with the transactions contemplated hereby or the design, manufacture, subsequent sale or use of the goods, including, but not limited to, loss of profit or revenues, loss of use of the products, or any associated equipment, cost of capital, cost of substitute products, facilities, service, or replacement power, down time costs, or claims of Buyer's customers for such damages. Seller's maximum cumulative liability relative to all other claims and liabilities, including that with respect to direct damages and obligations under any indemnity, whether or not insured, will not exceed the cost of the goods or services giving rise to the claim of liability. Seller disclaims all liability relative to gratuitous information or services provided by, but not required of seller hereunder. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall indemnify and defend Seller and its suppliers against any such damages.

Product Compliance and Suitability: Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of goods for a particular purpose. Certain goods may not be available for sale in all areas. Seller does not guarantee compliance or suitability of the goods it sells with any laws, codes or regulations, nor does Seller accept responsibility for construction, installation and/or use of goods. It is Buyer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the goods are compliant. ABSENT ADVANCE WRITTEN SELLER ACKNOWLEDGEMENT NOTHING SELLER SELLS IS FOR USE IN CONNECTION WITH SAFETY-RELATED APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.

DEFAULT/ COLLECTIONS: You the customer are responsible for all collection charges including attorney fees for any account balances we find necessary to take action to collect on and all service charges on said account balances up to and including the month in which we turn the account over for collections. Collection fees can be as high as 100% of your account balance depending on our arrangements with the collection agency and or attorney. You the customer acknowledge that any account balances that are in default, which exceed 30 days of a verbal call or past due written reminder, will be reported to the appropriate credit unions. Buyer agrees any dispute arising from any transactions between the buyer and RESCO Electric Inc., for the sale of goods to buyer shall be governed by the laws of the State of California. Buyer agrees any claim, cause of action, or suit arising from any transactions between buyer and RESCO Electric Inc., for the sale of goods to of shall be filed in the State of California. Buyer further consents to personal jurisdiction in The Court and waives any and all defenses to personal jurisdiction and venue in The Court.

BANKRUPTCY: If you the customer should seek the protection of the Bankruptcy Courts of any jurisdiction within or without the United States of America, you agree to execute any documents necessary to reaffirm your obligations under this Account to pay any outstanding monies owed to RESCO Electric, Inc. in Full.

Amendment:

RESCO Electric inc., may modify or amend these terms and conditions from time to time. It is the duty of Customer to review these terms and conditions for changes. Any modification or amendment of these terms and conditions shall take effect on the first day of the month following the date set forth immediately below.