

## CUSTOMER SERVICE ELECTRIC SUPPLY, INC. TERMS AND CONDITIONS

1. ACCEPTANCE OF ORDER; TERMINATION OF ORDER – Any order accepted by Customer Service Electric Supply, Inc. (“CSES”) and, when necessary, CSES’ suppliers, is subject to credit approval. If credit of the buyer of the merchandise (“Buyer”) comes to be unacceptable to CSES, CSES reserves the right to terminate upon notice to the Buyer and without liability to CSES.
2. PRICES – Prices shall be those in effect at the time of shipment unless otherwise quoted.
3. SHIPMENTS AND DELIVERY – Shipments shall be made F.O.B. shipping, prepaid and bill. Delivery by CSES will be deemed to have taken place when the materials are handed to the custody of the Buyer or Buyer’s representative at the Buyer’s premises or other pre-arranged delivery location.
4. DELAY IN DELIVERY – CSES is not to be accountable for delays in delivery due to acts of God or nature, failure of its suppliers or vendors to ship or deliver on time, or other occurrences beyond CSES’ reasonable control. Shipment or delivery dates are the best estimates of our vendors. CSES shall not be liable for any consequential or special damages because of any delay in shipment or delivery.
5. RETURN OF MERCHANDISE – Credit may be allowed for merchandise returned if prior approval is obtained. CSES may make a deduction from credits issued to cover cost of handling. Manufacturer’s return policies will be applied to any returns.
6. REELS – A reel deposit may be included in the invoice when CSES ships merchandise on returnable reels. The Buyer should contact CSES to return reels.
7. TAXES – Prices shown do not reflect inclusion of sales tax or other/additional taxes imposed on the sale of merchandise. Taxes now or subsequently imposed upon sales or shipment will be added to the price of the purchase. Buyer agrees to reimburse CSES for any such tax or supply CSES with appropriate tax exemption documentation.
8. PAYMENT TERMS – Payment terms are as stated on CSES’ invoice or as otherwise upon with Buyer. A monthly service charge of the lesser of 1-1/2% or the maximum allowed by law may be added to all accounts not paid by due date as a condition of the sales agreement. MasterCard, Visa, Discover, and American Express cards are accepted at point of purchase only.
9. CLAIMS FOR SHORTAGES - Claims for shortages must be made in writing not more than five (5) days after receipt of shipment. This does not apply due to shortages caused due to loss in transit.
10. LIMITATION OF LIABILITY – Buyer’s rectifying solutions under this agreement are subject to any limitations contained in manufacturer’s terms and conditions to CSES. A copy can be furnished upon written request. Additionally, CSES’ liability shall be limited to either replacement or repair of the merchandise or refund of the purchase price, all at CSES’ option. In no case shall CSES be liable for circumstantial, consequential, or special damages.
11. WARRANTIES – CSES warrants that all merchandise sold is free of any security interest and will make available to Buyer all transferrable warranties made to CSES by the manufacturers of the merchandise. This includes without limitation warranties with respect to intellectual property infringement. CSES makes no other express or implied warranties. Additionally, CSES specifically disclaims all implied warranties including but not limited to the implied warranties of merchantability and suitability for use and purpose. Unless otherwise agreed in writing by an

## CUSTOMER SERVICE ELECTRIC SUPPLY, INC. TERMS AND CONDITIONS

authorized representative of CSES, products sold hereunder are not intended for use in or in connection with any safety application or the containment area of a nuclear facility.

12. WAIVER – CSES not insisting upon the performance of any of the conditions or terms of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such rights, terms, or conditions in the future. It shall not be deemed to be a waiver of any other right, term or condition relative to this agreement.
13. MODIFICATION OF TERMS AND CONDITIONS – Terms and conditions herein take precedent over all other negotiations, communications, and prior oral or written statements concerning or regarding the subject matter contained herein. No change, nullification, discharge, abandonment, modification, or waiver of these terms and conditions shall be binding upon CSES unless made in writing and signed on its behalf by an appropriately authorized representative of CSES. No understanding or agreement, course of dealing or performance, usage of trade, or conditions, having the appearance or effect to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by party to be bound. Any suggested additional terms or modifications are specifically eliminated and regarded 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 acceptance to any different or additional terms set forth herein.
14. CERTIFICATION – CSES by this declaration certifies that this merchandise was produced in compliance with all requirements that apply of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of orders and regulations of the United States Department of Labor issued under section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistant Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
15. FOREIGN CORRUPT PRACTICES ACT – Buyer shall comply with all regulations and laws that apply relating to anti-corruption. Including, without limitation, (i) the United States Foreign Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. Seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country or any country where performance of this agreement or delivery of merchandise will occur.
16. EXPORTING - Buyer acknowledges that this order and the performance concerning this order are subject to compliance with any and all applicable laws, orders, or regulations of the United States. Buyer agrees to comply with all such laws, orders, and regulations. This includes, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries that the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written

## **CUSTOMER SERVICE ELECTRIC SUPPLY, INC. TERMS AND CONDITIONS**

authorization from the United States Office of Export Control or other authority responsible for these matters.

17. ASSIGNMENT – Buyer shall not transfer its rights or delegate its duties hereunder or any interest herein without the prior written consent of CSES. Any such assignment, without such consent, shall be void.
18. GENERAL PROVISIONS – All typographical or clerical errors made by CSES in any bid, acknowledgement, quotation, or publication are subject to correction. This agreement shall be governed by the laws of the State of Tennessee applicable to contracts to be formed and fully performed within the State of Tennessee, 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 Circuit Court of Knox County, Tennessee, or the United States Court for the Eastern District of Tennessee and no other place unless otherwise determined in CSES' sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action of written notice thereof.