

TERMS AND CONDITIONS

1. **COMPLETE CONTRACT:** This document contains the complete and exclusive statement of the terms of the contract between us. It supersedes all previous requests, quotations or agreements. Any additional or different terms will not be a part of the contract between us unless agreed to and approved by Revere Electric Supply Co. in writing.
2. **PRICES:** All prices and terms are subject to change without notice and are the prices in effect at the time of shipment. Prices do not include any sales, use, excise or similar taxes and if necessary, they shall be billed as separate items and paid by the buyer.
3. **PAYMENT:** Each invoice shall be due and payable **NET 30 DAYS FROM INVOICE DATE**. A discount of 1.0% will be given if the invoice is paid within 10 days. Any purchase order issued by you, whether oral or in writing, is a representation that you are solvent. If payment is not made when due, you agree to pay a charge on the amount past due at the rate of one 1.5% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, you agree to pay reasonable attorney's fees and court costs, if any, incurred by Revere Electric Supply Co. to collect payment and interest charges. If payment is not made when due, your account may be suspended. If your account becomes delinquent or we believe that your financial condition requires it, we reserve the right to require full or partial payment prior to shipment.
4. **TITLE AND RISK OF LOSS OR DAMAGE:** All sales are f.o.b point of shipment and thereafter you take title and responsibility for risk of loss or damage.
5. **DELIVERY:** Factory shipping dates given in advance of actual shipment are approximate and not guaranteed.
6. **EXCUSABLE DELAYS:** Revere Electric Supply Co. shall not be liable for any loss, damage or delay arising from non-performance due to causes beyond its reasonable control, including, without limitation, acts of nature, labor disputes, government priorities, transportation delays, transportation embargoes, insolvency or other inability to perform by the manufacturer, acts of civil or military authority, war, riots, acts of terrorism, or any other commercial impracticability. In the event of any such delay, the date of performance shall be extended for such length of time as may be reasonably necessary to perform.
7. **LIMITED WARRANTY:** Revere Electric Supply Co. will use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty or customary practice, the repair or replacement of merchandise that may prove defective in material or workmanship. **THIS IS YOUR EXCLUSIVE REMEDY. Except as to title, THERE ARE NO OTHER WARRANTIES, EITHER WRITTEN OR ORAL, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.** Revere Electric Supply Co. disclaims any and all obligations to indemnify or defend any suit or proceeding claiming violation of intellectual property law, including patent, copyright or trademark infringement.
8. **LIMITATIONS OF REMEDIES AND DAMAGES:** The total liability of Revere Electric Supply Co. and its suppliers to you, your customers or to any other person, is limited to the net purchase price of any such product giving rise to the claim or to the repair or replacement of such product. Except as to title, all such liability shall terminate at the end of the manufacturer's warranty

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period. Revere Electric Supply Co. and its suppliers will not be liable for any special, incidental, consequential or penal damages, including but not limited to, back charges, labor costs, costs of removal, testing or installation, loss of efficiency, loss of profits or any other revenues, loss of the use of the product or any related or associated product, damage to associated products, lateness or delay in delivery, downtime, or claims from your customers or other parties for such damages.

9. **CLAIMS:** Within ten (10) business days after receipt by Buyer of products sold, Buyer must give notice to Revere Electric Supply Co., of any claim based upon the condition, quality, or grade of products sold, or of any claimed nonconformity with Buyer's specifications.

10. **RETURNED GOODS:** You must request and obtain a written Returned Goods Authorization from Revere Electric Supply Co., in writing, before returning any goods, materials or products. A service charge will be assessed on all merchandise returned. Credit for the return of specialty non-stock items will be in accordance with the terms of the manufacturer or supplier, and may bear additional restocking charges. All Returned Goods must be returned to Revere Electric Supply Co. no later than 60 days after initial receipt by you.

11. **CANCELLATION:** You may cancel your order provided that you provide written notice and pay all cancellation and restocking charges.

12. **ASSIGNMENT:** Any assignment of this contract will be void without the other party's written consent, which will not be unreasonably withheld.

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