

# STANDARD TERMS AND CONDITIONS

Terms: Net 30 Days From Date Of Final Delivery As Evidenced By Pelco Structural, L.L.C. Bill Of Lading Form(s).

Finance Charge Periodic Rate Is 1 ½ Percent Per Month On Accounts Over 30 Days. (Annual Percentage Rate Is 18 Percent)

**1. ACCEPTANCE OF OFFER**

Acceptance of this offer is limited to the terms contained in this offer.

**2. LIABILITY OF SELLER**

Unless previously agreed by seller in writing, seller shall not be responsible for charges for rework, modification, repair or any other back charges. Seller assumes no financial responsibility with respect to the products covered by this contract other than specifically included, unless this contract is modified in the manner set forth in Paragraph 3. Seller shall not be liable for incidental or consequential damages arising out of this contract.

**3. ALTERATIONS**

No real promises, agreements, or warranties shall be deemed a part hereof, nor shall any alteration or amendment of this agreement, or waiver of any of its provisions, be binding upon either party hereto unless the same be in writing, signed by the party charged.

**4. EXECUTION**

This agreement shall not be binding on seller unless and until signed by seller in seller's office.

**5. WAIVER**

The failure of either party hereto to exercise any right granted hereunder shall not impair nor be deemed as a waiver of such party's privilege of exercising such right at any subsequent time or times.

**6. TERMS OF PAYMENT**

Terms of payment shall be such items as may be extended in writing by seller's credit department, which may be altered or revoked by seller at any time. Remittance shall be made to seller and mailed to Pelco Structural, LLC, 1501 N. Industrial Blvd., Claremore, OK 74017. If at any time buyer shall fail to make a payment when due hereunder, or if at any time during the term hereof credit to buyer shall for any cause be deemed unsatisfactory by seller, seller shall have the right to require payment in cash on delivery or to discontinue further deliveries until such payment has been made, or to terminate this agreement. Nothing herein shall be construed to preclude seller from resorting to any legal or equitable remedy which it may otherwise have.

**7. TAXES**

Prices quoted do not include sales, use, or other taxes or hereafter imposed with respect to the quoted transaction by federal, state, or local authorities. Any such taxes shall be added to quoted prices and paid to seller.

**8. RETURNS**

No returned products will be accepted for credit unless permission for doing so has been received in writing from the seller. Returned products are subject to a minimum service charge of 20% plus freight.

**9. TITLE**

All sales are made F.O.B. point of shipment and title passes to purchaser upon delivery to carrier. Purchaser shall inspect shipments immediately upon receipt and file claim with carrier for any shortage or damage.

**10. UNFORSEEN FORCE OF NATURE**

Neither party hereto will be responsible for any failure of performance of this agreement (other than to make payments due hereunder) if prevented from doing so by acts of God, floods, fires, explosions or storms, transportation difficulties, strikes, lockouts or other industrial disturbances, wars or any law, rule, order for action of any court or instrumentality of the federal or state government, exhaustion, reduction, or unavailability or delay in delivery of any product or material necessary in the manufacture of the products deliverable hereunder (regardless of whether or not such exhausting, reduction, unavailability or delay is beyond such party's control, provided only that the same is not willfully done or brought about for the purpose of exhausting failure or omission to perform under this agreement), or any other cause beyond its control whether similar or dissimilar to those stated above.

**11. ROUTING**

Seller will use its own discretion in routing all shipments upon which it assumes transportation charges. Seller will make shipments in the manner requested by Purchaser providing Purchaser assumes any additional transportation charges which might result there from.