

Wire Supplies, Inc. Terms & Conditions of Sale

1. FOB Indianapolis or Manufacturer.
2. Prices are subject to change without notice at any time prior to acceptance of Purchaser's order by Seller.
3. Upon acceptance by Seller, prices are firm unless an escalation clause is included in the terms of sale. Commencement of performance by Seller constitutes acceptance by Seller.
4. Prices do not include sales, use, excise or similar taxes. Buyer shall pay such taxes unless Buyer has provided to Seller a tax-exemption certificate in proper form.
5. Prices are subject to change caused by modifications of specifications or terms mutually agreed upon in writing after order acceptance.
6. Payment term: Net 30 days. However, Seller may require full or partial payment in advance if in Seller's opinion the financial conditions of the Purchaser at any time do not justify continuance of such payment terms. If payment is not made within 30 days, the overdue payment is subject to interest at the rate of 18% per annum from the date that the payment became delinquent.
7. All shipments are made at Purchaser's expense and at Purchaser's risk.
8. Method and route of shipment are at Seller's discretion unless Purchaser supplies explicit instructions.
9. Seller is not liable for loss or damage of any kind resulting from delay or inability to deliver on account of fire, labor troubles, accident, acts of civil or military authorities or from any other cause beyond the Seller's control.
10. Under no circumstances shall seller have any liability whatsoever for loss of use or for any indirect or consequential damages due to delay in scheduled delivery.
11. Cancellations may only be made with consent of Seller and upon terms that will indemnify Seller against loss.
12. Returns of good may be made only with consent of Seller and can be returned only within 30 days from the date of sale. All returns are subject to a 25% restocking charge. Goods built to order are not eligible for return at any time. Purchaser must pay all transportation charges from goods returned and Purchaser bears the risk of loss while the goods are in transit.
13. Seller retains the right to recover possession of the goods from the Purchaser if payment is not made pursuant to the Terms of Sale. Goods, which are affixed to realty by Purchaser, retain the character of personality.
14. The venue of any and all actions that may be filed for judicial determination of the rights of the Seller and Purchaser shall be filed only in the Superior Court of Marion County, Indiana.
15. In the event of any dispute arising out of the sale of goods by Seller to Purchaser, the law of the State of Indiana will govern the interpretation, validity and effect of the terms of sale without regard to the place of execution or place of performance thereof.
16. The Purchaser grants to the Seller a security interest in the goods sold to secure the payment of the obligation of the Purchaser to the Seller.
17. All collection fees or arbitration expenses, attorney fees, and court costs resulting from unpaid invoices are to be paid by Purchaser for all actions arising under this sales agreement.

18. If Purchaser buys on credit, Purchaser agrees to authorize Seller to receive credit information from various credit reporting agencies or financial institutions for the purpose of determining creditworthiness of Purchaser.
19. Quantities shipped by Seller may vary from quantities ordered by Purchaser within the reasonable industry usage of trade.
20. Purchaser is deemed to have accepted all goods, whether conforming or non-conforming, unless Purchaser notifies Seller of the non-conformity within a reasonable time after the goods are tendered.
21. If any term contained in the Terms of Sale is not enforceable, the enforceability of the other terms shall not be affected.
22. All terms and conditions of sale must be in writing. Oral representations do not become part of the terms and conditions of sale.
23. No express warranties and no implied warranties, whether for merchantability or fitness for any particular use, or otherwise (except as to title), shall apply to products sold by us, and no waiver, alteration, or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of Seller's corporation. While some of the products sold by Seller may be covered by a warranty, a warranty is not made by the Seller.