

**TERMS AND CONDITIONS**

1. The term "Seller," or any derivation thereof, as used herein refers to Northeastern Supply. The term "Buyer," and any derivation thereof, when used herein refers to the entity to whom this invoice/order is directed, and its agents, divisions, subsidiaries and affiliates.
  2. Any alteration or modification of these terms and conditions must be made in writing by an authorized representative of Northeastern Supply. Northeastern Supply employees are not permitted to make any oral change in these terms and conditions.
  3. **Terms:** Net 30 days, unless otherwise specified.  
All prices specified are based upon present rates of freight, delivery charges and taxes. In the event of any increase in freight rates, delivery charges, sales or other taxes after the date of the quote and applicable to the material or supplies covered herein, the prices herein shall be accordingly increased and paid by the Buyer. Discounts on taxes, freight charges or on past due accounts are not allowed.
  4. DELINQUENT ACCOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 2% PER MONTH, 24% PER ANNUM, ON PAST DUE BALANCES, PLUS ALL COSTS OF COLLECTION INCLUDING A MINIMUM OF 33% FOR ATTORNEY FEES. MINIMUM CHARGE IS \$2.50.
  5. **Minimum Billing:** \$5.00.
  6. The prices agreed to do not include any taxes that may be applicable. Such taxes will be added to the quoted prices and paid by the Buyer upon being invoiced for same.
  7. **Claims:** Any claim must be made in writing within three (3) days after receipt of goods, if for shortages, or within thirty (30) days after receipt of goods, if for defects. No claim may in any event be made after goods have in whole or in part been used or processed by the Buyer.
  8. **Return:** We will accept the return of stocked material purchased from Northeastern Supply within 30 days that is in GOOD RESALABLE CONDITION, with **NO** restocking charges! 25% restocking charge will apply for returns after 30 days for stock items in good resalable condition. Excludes Branch Temporary items, alleged defective, special order, nonstock, goods used in whole or party by Buyer, electrical items, non "Policy-A" tools and large job excesses. Goods must be resalable, and in original, undamaged and unmarked carton and must be current model of manufacturer. Original receipt required on cash or credit card sales. Vendor returns are subject to Vendor return policy (Min. 30% restocking charge) less freight both ways.
  9. **Refunds:** Refunds greater than \$200.00 will be paid by a check mailed from Corporate Headquarters after review of the Credit Memo. Cash refunds are subject to limitations of cash on-hand. Refunds for invoices paid by Check (Personal or Company) will incur a 14-day waiting period before a refund check will be mailed. Refunds on invoices paid by a credit card will be credited to the credit card account.
  10. **Transportation:** The quoted price includes transportation unless otherwise specified. If transportation requirements are unknown or unspecified at the time of price quotation, the price quoted does not include transportation charges, which shall be an additional cost to Buyer. For any order not shipped by Seller's own transportation, title and all risk of loss or damage to the goods passes to and is assumed by Buyer at the time of shipment at Seller's place of business. All claims for damages or loss must be pursued by Buyer against the carrier and cannot be offset against Seller. The aforementioned terms also apply to any order in which the goods are shipped directly from manufacturer to Buyer. If it develops that the actual transportation requirements prove different than that was assumed in Seller's original price determination, the original price shall be increased so that the burden of any increased transportation costs shall be borne by the Buyer. Quotations are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise.  
If the equipment or material herein specified is to be delivered in more than one shipment, Seller reserves the right to cancel or suspend deliveries if Buyer fails to pay for any prior shipment. If Buyer's financial situation is unsatisfactory to Seller, cash on delivery or satisfactory security may be required by Seller.
  11. **Delivery Charges (additional):** Delivery of the items ordered other than during Northeastern Supply's normal working hours may involve an extra charge not included in this quotation. This charge will be invoiced at Northeastern Supply's then current rates for special delivery and/or services and shall be paid by Buyer as further provided herein.
  12. **Warranty:** (A) SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, SELLER FURTHER MAKES NO WARRANTY OF MERCHANTABILITY OF GOODS, COMPONENT PARTS, OR MATERIALS OR OF THE FITNESS OF THOSE GOODS FOR ANY PURPOSE. NORTHEASTERN SUPPLY WILL REPLACE ANY GOODS WHICH ARE DETERMINED BY NORTHEASTERN SUPPLY, TO BE DEFECTIVE IN MANUFACTURE. IF SUCH DEFECTS APPEAR IMMEDIATELY UPON INSTALLATION AND NORTHEASTERN SUPPLY IS IMMEDIATELY NOTIFIED OF SUCH DEFECT AND SAID MERCHANDISE IS IMMEDIATELY RETURNED TO NORTHEASTERN SUPPLY OR TO A DESIGNATED FACTORY. THE OBLIGATION ON THE PART OF NORTHEASTERN SUPPLY TO PROVIDE SUCH MATERIAL AS STATED ABOVE IS EXPRESSLY CONDITIONED UPON SUCH MATERIAL BEING IN STOCK OR READILY AVAILABLE. IF SUCH MATERIAL IS NOT IN STOCK OR READILY AVAILABLE, A CREDIT WILL BE GIVEN FOR THE AMOUNT OF THE PURCHASE PRICE.
- shall be greater in amount than the purchase price of the specific material of supplies sold and represented to have caused the alleged loss, damages, penalties or other injuries.
13. **Jurisdiction/Additional Provisions:**  
*Jurisdiction:* Buyer hereby waives trial by jury and the right thereto in any action or proceeding arising out of, under or by reason of this Agreement or any assignment or transaction thereunder. Buyer's contractual relationship with Seller constitutes an agreement made in Maryland and is governed by the laws of Maryland. At Seller's election, any action arising from such agreement may be litigated in Maryland, and customer, by issuance of an oral or written purchase order or job authorization, consents to the jurisdiction and venue of any local, state or federal court located in Maryland.  
*Severability:* In the event that any term or terms contained herein are deemed invalid by court having jurisdiction as provided by law or by subsequent enactment or legislature, such rendering of invalidity shall not affect any other term contained herein which shall remain in full force and effect.  
*No implied waivers:* Any waiver by Seller of any of these Conditions for one or more particular orders shall not constitute a waiver of such Condition in any other instance, nor shall the waiver of any particular Condition be construed to imply the waiver of any other Condition.
  14. **Cancellation: Orders.** Orders regularly entered, verbal or written, cannot be cancelled except upon terms that will compensate Seller against loss.
  15. **Nonperformance by Seller:** Northeastern Supply shall not be responsible for delays or failure to make delivery of any item when caused by labor trouble, accidents, adverse weather conditions, acts of God, and other delays beyond the reasonable control of Northeastern Supply. Northeastern Supply may refuse or delay deliveries when it believes conditions are such as to make delivery unsafe or impracticable for reasons beyond its control.  
With regard to delivery, where without fault of either party the agreed berthing, loading or unloading facilities fail or otherwise become commercially impracticable, substitute performance will be tendered and must be accepted.  
If the Seller is unable to comply with the terms of this contract due to the unavailability at reasonable cost of any of the materials or supplies required hereunder, the Seller may substitute materials or supplies of similar grade, quality and utility. If the Seller is of the opinion that such substitution is not reasonably feasible, the Seller's obligations hereunder shall cease upon notice to the Buyer. All material and supplies furnished prior to any such notice shall be promptly paid for by the Buyer. (Northeastern Supply's breach of this contract shall not entitle Buyer to consequential damages or punitive damages.)
  16. **Solvency:** Buyer represents to Seller that it is solvent in that its assets exceed its liabilities and it can meet its debts and obligations as they become due. This representation is made by Buyer to allow Seller the option to elect the remedies provided in Section 2-702 of the Uniform Commercial Code.
  17. **Security Interest: PURCHASE MONEY SECURITY INTEREST.** Seller reserves and the Buyer hereby grants to Seller a Purchase Money Security Interest in the goods in the amount of their purchase price, and such security interest shall be satisfied by payment of the purchase price balance in full. Seller may file a financing statement (Seller being constitute an agent of Buyer to sign on Buyer's behalf or Buyer shall execute if requested by Seller) with appropriate state or local authorities in order to perfect Sellers security interest.
  18. **Trust Clause:** Buyer agrees that all funds owed to Buyer from anyone or received by Buyer to the extent those funds result from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller ("Trust Funds"). Buyer agrees it has no interest in Trust Funds held by anyone and to promptly account for any pay to Seller all such Trust Funds.
  19. **General Provisions:** This instrument contains the entire, complete and only agreement between the parties respecting the purchases and sales specified in this Invoice/Order and supersedes all pre-existing agreements or arrangements between the parties. No waiver, alteration, modification or modification of any provisions hereof shall be binding unless in writing signed by a duly authorized representative of the Seller and additional or different terms proposed by the Buyer are deemed rejected unless expressly consented to in writing by an authorized representative of the Seller.
  20. **Seller's Remedies Upon Refusal:** Buyer's refusal to accept merchandise, when delivered according to prearranged schedule, shall entitle Northeastern Supply to reimbursement for actual damages sustained, even if such refund should be due to circumstances and caused beyond Buyer's control.
  21. **Indemnification:** Buyer agrees to save and hold Seller harmless from all claims, actions, or damages in any way arising-out of this transaction.
  22. **Rates Subject to Change:** Buyer acknowledges that the prices charged for items ordered hereunder are subject to change without prior written notice to Buyer and Buyer hereby agrees to be bound by such charges at such times as they are communicated to Buyer.

(B) *Waiver of Consequential Damages:* The Seller shall not be liable for loss of profits, special, indirect or consequential damages, or penalties on account of delay or any other reason, and no recovery against the Seller