

SELLER'S TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall include each subsidiary or division of Chadwell Supply, Inc., whether or not specifically identified herein.

All sales made by Seller are subject to the Terms and Conditions of Sale, which shall prevail over any inconsistent terms of Purchaser's purchase order or other documents. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by seller's authorized representative. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein.

Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on the Seller. Prices shown do not include any sales, excise, or any other government tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

Seller shall not be liable for delay or default in delivery, and all quotations and agreements are contingent upon any cause beyond the Seller's reasonable control, including but not limited to, governmental action, strikes, or any other labor troubles, fire, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond the Seller's control.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturer of such goods.

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE, FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT. SELLER MUST BE GIVEN WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS BY PURCHASER. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY THE SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. PURCHASER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS DOCUMENT, ANY ORDER OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER.

No credit for goods returned by Purchaser shall be given without Seller's written authorization. All returns are subject to a restocking charge. No claim for shortage or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. Seller's responsibility ceases upon issuance of Delivery Ticket. Seller shall not be liable to Purchaser for goods which are damaged or lost while in the possession of a common carrier.

Any change in quantities or destination may result in a price adjustment by Seller.

Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers, or other third parties, and not on Seller's interpretation.

Unless otherwise stated payment terms are Net 30. Payment is due in the form of cash, check, money order or credit card. Purchaser hereby expressly agrees and consents to Seller's presentation of and request for payment of any check or other payment order issued to Seller by Purchaser by any commercially reasonable electronic means in accordance with applicable provisions of the Uniform Commercial Code, and Purchaser further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. Seller may apply Purchaser's payment against any open charges at Seller's sole discretion. Purchaser agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between Purchaser and Seller. Purchaser and Seller further agree that, where required by law to specify such rate, a rate of one and one-half (1.5%) per month shall apply. The interest rate provided hereby shall continue to accrue after Seller obtains a judgment against Purchaser.

Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorney's and paralegal fees, incurred presuit, through trial, on appeal, in mediation or arbitration or in any administrative proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Purchaser may be assigned by Seller to whomever without the consent of Purchaser.

Purchaser waives any and all privileges and rights which Purchaser may have relating to venue. Purchaser and Seller agree that any legal action brought as a result of the account or business relationship between Purchaser and Seller shall be brought in the State of Florida, County of Hillsborough, or at the Seller's option, the venue of the State where the sales from Seller to Purchaser occurred.

If Purchaser fails to comply with these Terms and Condition of Sale, or Purchaser's credit becomes unsatisfactory to Seller in Seller's sole discretion, Seller reserves the right to terminate or restrict any order without notice to Purchaser. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to send Seller written notice of any sale or changes in the ownership or form thereof of Purchaser's business within five (5) days of such changes. Purchaser agrees to pay any unpaid monies owed to Seller prior to any sale of the Owner's property herein.

PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.

When applicable, the terms of Executive Order 11246 and 41 C.F.R part 60-1 shall apply to any purchase made by Purchaser in reliance on this Document.

Purchaser's Initials_____