

S & J SUPPLY COMPANY, INC.

TERMS & CONDITIONS

DISCLAIMER OF WARRANTIES. Except to the extent S & J Supply Company, Inc., (S & J Supply Company), specifically agrees in writing, the sale of all products herein shall be without any warranties whatsoever, express, implied, statutory or otherwise, **INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** In the event a printed manufacturer's warranty is provided with respect to particular materials purchased by Customer, Customer's remedy shall be exclusively against the manufacturer providing said warranty and Customer shall have no rights or remedies against S & J Supply Company.

CLAIMS / NOTICE OF DEFECTS. Customer must notify S & J Supply Company of claims and shortages in writing, within five (5) days of Customer's receipt of materials. Failure of Customer to object within 5 days shall constitute acceptance by Customer of such materials. In the event a claim for defective materials, S & J Supply Company shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. S & J Supply Company is only liable to replace, credit or repay the Customer (at S & J Supply Company option) for defective materials. S & J Supply Company is not liable for any transportation charges, installation charges, losses or damages of any kind or other expenses resulting from any delay, breach of warranty or any other cause whatsoever.

DELAYS. S & J Supply Company shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond S & J Supply Company's reasonable control. If S & J Supply Company, in its discretion, determines that its performance would result in S & J Supply Company's incurring a loss because of causes beyond S & J Supply Company's control, S & J Supply Company may terminate this agreement, without penalty or obligation to Customer.

INVENTORY LIENS. In the event of inventory-liens filed, this invoice shall become a demand notice.

TITLE TO MATERIALS. Title of the materials listed on this invoice shall continue to be vested in the S & J Supply Company as its personal property until paid for in full. If payment is not made when due, S & J Supply Company may at its option without notice, enter the premises where said materials may be located and repossess said materials. This reservation of title in the S & J Supply Company and this option to repossess and remove materials shall be in addition to any and all other remedies S & J Supply Company may have under law or equity. It shall also not in any way affect the rights of S & J Supply Company to use the applicable mechanic's lien law as presently worded. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any of the other available remedies.

RETURNED MATERIALS/RESTOCKING CHARGE. All returned materials must have prior written approval and must be accompanied by an original invoice. All returned materials must be in original packaging and in resalable condition. *A 30% restocking charge will be made on returned materials unless the factory determines the materials to be defective or has erred in shipping.*

RISK OF LOSS. Delivery occurs and the risk of loss passes to Customer upon the delivery of the materials by S & J Supply Company to the carrier at the point of the shipment. Transportation is at Customer's sole risk and expense and any claim for loss during transit shall be against the carrier only.

PAST DUE ACCOUNTS / ATTORNEY'S FEES. There will be a 1 1/2% per month late charge (18% per annum) on past due balances. In the event suit is necessary to enforce collection, Customer agrees to pay reasonable attorney's fees and any court costs incurred.

JURISDICTION / VENUE. The Customer agrees to litigate only in California, with venue in Orange County, and Customer waives the right to change of venue.

ENTIRE AGREEMENT. The above Terms and Conditions, represent the entire agreement between S & J Supply Company and Customer with respect to the sale of materials supplied hereunder and said agreement cannot be modified except by a new written contract signed by both S & J Supply Company and Customer covering the sale of said materials.

Initial Here