

# Signature Wire Corp.'s Terms and Conditions

**Agreement:** All conditions on the front and back of this invoice constitute the contract between the parties and are accepted by Buyer and Signature Wire Corp. (hereinafter "Signature").

**Description of Goods:** Signature shall transfer and deliver to Buyer the goods and quantities specified on the front of this invoice.

**Time of delivery:** Signature shall have the right to specify the date of delivery. The invoice date is used for determining due dates and in calculating the discount date parameters.

**Deliver of Lots:** Signature shall have the right to deliver all of the goods at one time or in portions from time to time.

**Place of Delivery:** Signature shall ship all orders as directed by the Buyer to the Buyer's place of business or to a "drop shipment" address. Signature is not responsible for product left at a job site.

**Risk of Loss:** The risk of loss of the goods shall pass to the Buyer when the Buyer receives the goods or, if the Buyer specifies the method of shipment, when the goods leave Signature's direct control.

**Title:** Title to the goods shall remain with Signature until the Buyer actually receives the goods, unless Buyer has specified the method of shipment or Buyer is paying the freight, in which case title passes when the goods are shipped.

**Disclaimer of Express Warranties:** Signature is a distributor and, as such, makes no warranties concerning the availability or suitability of the goods for any purpose. In the event of defective goods, the parties agree that Signature's liability shall be limited to the replacement of said goods. No other warranty, express or implied, is made in respect to the goods. If any model or sample was shown to the Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not as a promise or affirmation that the goods would necessarily conform to the model or sample.

**THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY SIGNATURE. SIGNATURE DOES NOT MAKE, AND BUYER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS OR IMPLIED. THERE ARE EXPRESSLY EXCLUDED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SIGNATURE SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF SIGNATURE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SHIPMENT, INSTALLATION OR USE OF THE GOODS.**

**Price and Payment:** The price to be paid by the Buyer shall be that contained on the front of this Invoice. Buyer shall pay for the goods as stated below under "Additional Terms and Conditions of Sale".

**Right of Inspection:** Buyer shall have the right to inspect the goods at the time and place of delivery before accepting them.

**Parol Evidence:** This writing is intended by the parties hereto as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

**Authority of Signature's Agents:** No agent, employee or representative of Signature has any authority to bind Signature to any affirmation, representation, promise or warranty concerning the goods sold under this agreement, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this bargain and shall not be enforceable by the Buyer.

**Modification:** This agreement can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**Time for Bringing Action:** Any action for breach of this Agreement must be commenced within one (1) year after the cause of action has accrued.

**Applicable Law:** The Uniform Commercial Code shall govern this agreement. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code ("UCC") as adopted in the State of Colorado as effective and in force on the date of the acceptance of this offer. Whenever a term defined by UCC is used in this agreement, the definition contained in the UCC is to control.

**Illegality:** This agreement and all the terms of it shall be in conformity with the laws of any state where this agreement may be sought to be enforced, and if any of the terms of it are in conflict with any rule of law or statutory provision of any such state, then the terms which may conflict with it shall be deemed inoperative and void insofar as they may be in conflict with it and shall be deemed modified to conform to such rule of law without invalidating the remaining provisions of this agreement.

**Excuse:** Signature shall not be responsible for failure to ship according to the terms and conditions of this agreement, where such failure is caused by any fires, strikes, labor difficulties, failure of carriers to furnish facilities or acts of carriers, or other causes beyond the control of Signature, provided that when such failure does exist, sellers shall perform this contract with a reasonable time, and in any event, not to exceed sixty (60) days from the termination of the clause or conditions resulting in Signature's inability to perform.

**Acceptance:** Acceptance of this offer must be made by Buyer on these exact terms and if Buyer proposes additional or different terms, such additional or different terms shall not come into existence without Signature's assent to the counter offer. The goods shall be accepted by the Buyer when Buyer has inspected them or has failed to inspect them within one (1) day (24 hours) after receiving them, and fails to disapprove of the goods within one (1) day (24 hours) after receiving them, or in any way treats them as Buyer's own, or abuses the goods, or if there is loss, damage or destruction to the goods for which Buyer is liable under this agreement.

**Return or Retention of the Goods:** If the goods are not accepted, the Buyer, when the fact occurs, shall return the goods to Signature at Buyer's own risk and expense. If the goods are accepted, the Buyer's right to retain, dispose of, or otherwise deal with them is conditional upon Buyer making payment as provided in the agreement.

**Notice of Defect:** Buyer shall not be entitled to rely upon any breach or warranty, or to rescind this agreement, or to any claim or setoff against Signature because of any breach, unless notice of the defect or breach particularly describing the same, and specifying the time of discovery of it, is given by registered letter addressed to Signature at its office, posted within five (5) days after such discovery. Unless such defect or breach appears within ten (10) days after the first use of the goods, and unless Signature fails to remedy such defect or breach by substitution of goods, or otherwise within a reasonable time after receipt of such notice, which substitution it shall have the right to make, Buyer shall not have any claim against Signature.

**Remedies and Default:** Time is of the essence of this agreement and upon default by Buyer, Signature shall be entitled to rescind the contract, recover the goods or any part of them, and retain all payments received as liquidated damages because damages to Signature may be substantial and difficult to ascertain, and it is agreed that the sum of payments made would be a fair measure of damages. Or Seller may demand payment of the entire amount of the purchase and, upon failure of buyer to pay it, recover such sum promptly in an action at law together with costs and attorneys fees. On a wrongful refusal of Buyer to accept delivery of goods, Signature, at its election, may retake or resell the goods and recover from Buyer all damages suffered including repossession, transportation, selling and advertising costs, as well as costs of suit and attorneys' fees. Buyer shall be deemed in default for failure to promptly make any payment due under the Agreement or failure to do any other act required by the contract.

**Additional Remedies:** Each shipment shall be treated as a separate and independent contract, but if Buyer fails to fulfill the terms of order, purchase or payment under this or other agreements, Signature may defer further shipments until such default is made good and may, at its option, treat such default as final refusal to accept further shipments. Signature shall have the option to delay shipment or delivery of or cancel all or any portion of this agreement at any time there remains unpaid to Signature any past due bills against buyer or at any time the property or assets of buyer are in the legal process of liquidation. Signature shall have the right to cancel on account of any arbitrary deductions, unethical practices or unjust complaints by buyer in respect to any prior shipment or on account of any transfer of or change in buyer's business, insolvency, suit by other creditors, failure of buyer to meet financial obligations to Signature or others, impairment of buyer's credit or for unfavorable credit reports made to Signature through the usual channels of credit information, unless buyer shall promptly furnish to Seller's satisfaction guaranty of full payment for any shipment made or to be made. All remedies that may be exercised at Seller's option are in addition to and cumulative of the remedies contained in the UCC.

**Parties Bound:** This agreement and all its provisions shall inure to and become binding upon the heirs, executors, administrators, successors, and assigns of the parties.

**Litigation:** Buyer agrees to pay Seller reasonable attorney's fees and court costs in connection with enforcing any of the conditions of sale or recovering payment of the amount of this invoice.

## Additional Terms and Conditions of Sale:

**Pricing:** Please call for specific pricing, as price sheets are no longer published. Prices are subject to change without notice.

**Payment Terms:** Payment terms are stated on the front of the each invoice and are subject to change without notice. All orders will be shipped on a credit card, or cash in advance basis unless credit has been established with Signature. If the customer decides to pay an account balance, after the invoice due date, with a credit card, Signature reserves the right to immediately assess a 5% finance charge against the account and charge the credit card for these additional fees. The 5% fee is to cover the cost to process the credit card, administrative expenses and the cost associated with carrying the account past the due date. Signature reserves the right to revoke open credit terms for any reason.

**Freight Charges:** Orders that involve shipping or freight charges are billed one of two ways: 1.) "Freight prepaid and add" means Signature prepays all freight charges and then Signature bills the customer for the actual charges plus handling on the invoice. 2.) Once an order exceeds a certain dollar amount, it may be eligible to ship "freight free" or freight "prepaid" by Signature. An order that qualifies for free freight must also meet the following criteria: A) be shipped within the continental USA (excluding Alaska), B) be shipped standard ground service, & C) be shipped to a single destination. Signature reserves the right to choose the method of shipment and the carrier when freight is paid by Signature. Charges such as residential delivery, inside delivery, re-consignment, redelivery, lift gate, box charges and delivery charges other than standard ground service, are the responsibility of the buyer. Buyer who refuses shipment will be invoiced for all of the freight charges incurred by Signature plus handling. Signature cannot be held responsible for time in transit delays associated with freight carriers. Non-stock items and drop shipments do not qualify for freight paid by Signature. **Signature is not liable for loss or damage of any shipments while in transit. All claims for breakage or shortage should be made upon receipt of material and be filed with the carrier handling the shipment. We will assist in presenting these claims, but will not assume responsibility for collection of claims or freight associated with reshipment of product. On shipments received in damaged condition, always have the carrier's agent make a notation on the freight bill specifying a damage or shortage. Title to the goods shall remain with Signature until the Buyer actually receives the goods, unless Buyer has specified the method of shipment or Buyer is paying the freight, in which case title passes when the goods are shipped.**

**Miscellaneous Charges:** Customer is responsible for a service charge of \$50 per incident for every check returned to Signature. Signature has the right to charge interest on any past due balance at the rate of 2% per month or 24% annually. Signature shall be entitled to recover, in addition to all past due amounts, any damages, legal interest, collection costs and a reasonable amount for attorney fees. The state of venue for all legal matters is the state of Colorado, USA.

**Signature reserves the right to ship wire lengths + or - 10% of footage amount ordered by part number.**

**RMA's:** A Return Material Authorization number (RMA#) must be obtained prior to the return of any product. Product must be returned, shipped freight prepaid, within 30 days of invoice date and in **re-sellable condition**. A 25% restocking charge will be applied to returned product. **No cash refunds, credit on account for all returned product.**

**Drop Shipments and Special Orders: No returns, refunds or credits. 100% restocking fee charged.**

**Prices are subject to change without notice.**

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