

TERMS AND CONDITIONS FOR QUOTATIONS & SALES

Products offered for sale by Price and Company, Inc. are being offered for sale subject to the terms and conditions specified herein which may not be altered unless agreed to by Price and Company, Inc. in writing. The customer is deemed to have accepted these TERMS AND CONDITIONS when an order is placed. Please note that these TERMS AND CONDITIONS along with those stated on an associated Price and Company, Inc. Quotation for Materials, Credit Application, Price and Company, Inc. website or invoice represent all that are applicable for products and services offered for sale by Price and Company, Inc.

NO OTHER TERMS OR CONDITIONS, WRITTEN OR VERBAL, INCLUDING THOSE FOUND ON PURCHASE ORDERS PREPARED BY OUR CUSTOMERS, SUPERSEDES OR MAY BE ADDED TO PRICE AND COMPANY, INC.'S TERMS AND CONDITIONS. BY SIGNING THIS COPY OF OUR CREDIT APPLICATION, CUSTOMER

- Due to frequent manufacturer price changes, prices are subject to change without notice.
- Prices quoted are valid only if all materials listed are ordered at one time, delivered to one location, and delivered at one time, unless stated otherwise.
- All terms subject to credit approval prior to shipment.
- Payment in full to be made within thirty (30) days from the date of invoicing, unless noted otherwise. Should Price and Company, Inc. invoices to be paid beyond the assigned terms, there will be a late charge of 1 1/2% per month added to the past due balance. Customer agrees to pay any and all reasonable legal expenses paid or incurred by Price and Company, Inc. in collecting customer's account.
- All prices are F.O.B. Price and Company, Inc. unless noted otherwise. Freight to be handled by common carrier, UPS, etc. delivery whichever is the least expense or more timely, depending on customer needs.
- Price and Company, Inc. shall not be liable for delay in delivery due to causes beyond its reasonable control (such as casualty, labor trouble, accidents, unavailability of supplies or transportation), and Seller shall not be liable to Buyer for any damages caused by the delay. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.
- No returns will be accepted unless previously authorized by Price and Company, Inc. in writing. Returns may be subject to freight, handling and restocking charge based on the selling price. No returns will be accepted on "Non-stock" items.
- Cancellation of any order once placed with and accepted by Price and Company, Inc. can be made only with Price and Company, Inc.'s written consent, and upon terms that will indemnify Price and Company, Inc. against loss.
- Price and Company, Inc. assumes no responsibility for damage in transit on shipments made F.O.B. its warehouse. The title for goods and liability for damage pass at the stated F.O.B. point or Port of Embarkation.
- No Representation of Accuracy: This Quotation involves our interpretation of the materials required by the plans and specifications prepared by the engineer/architect/contractor relative to the project. WE MAKE NO REPRESENTATION AS TO THE ACCURACY OF OUR INTERPRETATION. The person or entity, to whom this Quotation is directed, by receipt of this Quotation, agrees to accept all responsibility for determining the materials and quantities required for the project.
- Security Interest: Title to the products sold pursuant to the Agreement shall remain with Seller until all payments therefore shall have been made in full in cash. Seller shall retain a security interest in the Products, the accounts receivable related to the Products and the proceeds from the sale of the Product as security for Buyer's performance of its obligations. Buyer hereby authorizes Seller to create and file a financing statement. Buyer agrees to execute and deliver such other documents as necessary to create, perfect, preserve or enforce such security interest.
- All warranties, if any, are warranties of the manufacturer. Price and Company, Inc. does not warrant product quality or performance.
- PRICE AND COMPANY, INC. IS NOT RESPONSIBLE FOR PRODUCT DEFICIENCIES OR DEFECTS AND THE PURCHASER MUST LOOK TO THE MANUFACTURER FOR ANY REDRESS.

TERMS AND CONDITIONS as of April 1, 2009