



BEST SUPPLY, INC. STANDARD TERMS AND CONDITIONS OF SALE

1. Terms of Agreement: The sale, shipment and delivery by Best Supply, Inc. ("Seller") of products ("Products") will be subject only to and governed exclusively by the terms and conditions set forth herein and in Seller's quotation or acknowledgement, as applicable. **THE ACCEPTANCE OF ANY OFFER MADE BY SELLER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ACCEPTANCE BY SELLER IS MADE EXPRESSLY CONDITIONAL UPON THE PURCHASER AGREES TO THE TERMS AND CONDITIONS SET FORTH HEREIN.** Any terms and conditions contained in the Purchaser's purchase order, request for quotation or other document, which are different from, in addition to, or vary Seller's terms and conditions, shall not be binding upon Seller and Seller hereby objects thereto. Any conduct by Purchaser which recognizes the existence of a contract between Seller and Purchaser including, without limitation, acceptance of delivery of any of the Products, shall be conclusive evidence of Purchaser's acceptance of, and assent to, the terms and conditions set forth herein. Any cancellation or amendment to an order must be approved by Seller in writing and may be subject to restocking charges and other charges. Seller reserves the right to cancel an order upon breach thereof by the Purchaser, failure by the Purchaser to make payment required by an order or any other agreement, or the insolvency or bankruptcy of the Purchaser. Purchaser shall not return any products without Seller's prior written authorization and such return may be subject to restocking charges and other charges.

2. Prices: Unless otherwise noted, all prices are F.O.B. point of shipment. Prices do not include any present or future applicable Federal, state, or local sales, use, excise, value added or other tax or charges. Seller shall have the right to invoice separately any such tax or charge as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies. Purchaser agrees to indemnify and save Seller harmless for any such taxes or charges.

3. Payment Terms: Cash payment: Net 30 days unless otherwise agreed in writing. A finance charge of 2 % per month (an annual percentage rate of 24%) may be charged on all past due accounts and Purchaser shall pay Seller all costs incurred in collecting any past due account from Purchaser, including court costs and attorney fees. However, if the foregoing charges exceed that rate which is the maximum permitted by law, and then such charges shall be the highest allowable lawful rate. If, in the opinion of Seller, the financial condition of Purchaser at any time fails to justify the terms of payment specified, Seller reserves the right to require full or partial payment or other adequate assurance of performance from Purchaser before goods are manufactured or shipped. Seller reserves the right to suspend shipments or continue shipments until such payment or adequate assurance of performance has been received. If paying by credit card, a 3% fee will be applied.

4. Notices: Buyer will promptly notify Seller of any and all information necessary for the preparation and filing of notices required by mechanic's lien laws of the state in which materials are to be used. Such information shall include, but shall not be limited to: The name of the project, owner, the name and address of an owner or designee, the name and address of owner, the name and address of an owner's designee, the name and address of the General Contractor, the address or legal description of the real property to be improved and the name and address of the person authorized to make the purchase.

5. Delivery Terms: Shipping and delivery dates, if any, are approximate and are given by Seller in good faith, but are not guaranteed unless otherwise specifically agreed in writing. If delivery as originally scheduled is delayed by Purchaser, Seller may invoice Purchaser and store the Products at Purchaser's expense. Delay in the delivery of the Products hereunder shall not relieve Purchaser of its obligations to accept and pay for products under any other agreement or purchase order.

6. Product Warranty: Seller warrants to Purchaser only that the Products to be free from defects in material and workmanship for a period of one year from the date of delivery, subject to Seller's standard manufacturing and commercial variations and practice. **SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES TO PURCHASER REGARDING THE PRODUCTS AND EXPRESSLY DISCLAIMS ALL OTHER IMPLIED OR EXPRESS WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller's Product warranty does not apply to any Product to the extent it has been subject to (1) other than normal wear and tear, or (2) improper installation, alteration, modification, or repair, tampering, negligence, abuse or accident, or (3) improper storage. **LIABILITY IS LIMITED TO REPAIR OR REPLACEMENT, AT SELLER'S OPTION, OF ANY DEFECTIVE PRODUCT.** Seller will repair or replace at its option Products which upon inspection it finds to be defective, based on claims made in writing to Seller within a reasonable time after discovery. Products alleged to be defective must be returned, freight prepaid, within thirty (30) days to Seller with the return authorization number, obtained from Seller, clearly marked on the outside of the return container for repair or replacement by Seller. **THE ABOVE WARRANTY SHALL CONSTITUTE PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER. In no event shall Seller be liable or responsible to Purchaser or any other person for any special, indirect or consequential losses or damages, whether based on contract, tort, strict liability or other theory of law, even if Seller shall have been advised of the possibility of any such loss or damages, all such damages and claims being specifically disclaimed. In no event shall Seller's liability exceed the purchase price OF THE PRODUCT.**

7. Notice; Time Limitations: Purchaser shall have ten (10) days from delivery of the Products to inspect the Products and notify Seller of any nonconformity. Failure to provide notice as provided herein shall constitute a waiver by Purchaser of any claims with respect to nonconforming Products. All claims for shortage or errors must be made within ten (10) days from delivery of the Products. **All claims with respect to the PURCHASE AND USE OF THE Products, whether based on contract, breach of warranty, tort (including, but not limited to, negligence and strict liability) or otherwise must be made within six (6) months of the accrual of THE cause of action.** PAGE 2 OF 4

8. Force Majeure: Seller shall not be liable for damages or delays in performance due to circumstances beyond its reasonable control, including without limitation, any priority system established by any governmental agency, fires, floods, storms and other acts of God, labor disruptions (including strikes, lockouts, and slowdowns), terrorism, war, shortages of materials, lack of transportation, inability to procure power, supplies or raw materials, severe weather conditions, substantial increase in price of power, raw materials or supplies, and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of Seller to perform for these reasons aforesaid shall not be grounds for Purchaser's cancellation of an order but the delivery date shall be extended accordingly.

9. Indemnification: Seller shall not be liable for any property damages whatsoever or claims of any kind whether based on contract, warranty, tort including negligence or otherwise, or for any loss or damage arising out of, in connection with, or resulting from this contract, or from the performance or breach thereof, or from all services or goods covered by or furnished under this contract. Purchaser agrees to indemnify and hold harmless Seller against any and all liability associated therewith whatsoever whether based on contract, tort or otherwise, including but not limited to all claims made by any third party. In no event shall Seller be liable for special, incidental, exemplary, or consequential damages including, but not limited to loss of profit or revenue, loss of the goods or any associated equipment, cost of capital, cost of purchased power, cost of substitute goods or equipment, facilities or services, downtime costs, or claims or damages of Purchaser or employees of the customer for such damages, regardless of whether said claim or damages is based on contract, warranty, tort including negligence or otherwise.

10. Resale: Seller expressly disclaims any liability to or warranties made for the benefit of any third party, including but not limited to any third party to whom Purchaser may sell or transfer the goods, which are the subject of this Agreement. Notwithstanding, the foregoing all the terms and conditions set out herein shall be binding upon Purchaser and all subsequent owners and users of these goods. Without limitation of the foregoing, however, the goods identified herein are sold subject to the condition that they shall not, nor any portion of them, by way of trade or otherwise, be lent, resold, or otherwise conveyed without similar conditions, including this condition, being imposed on the subsequent borrower purchaser, or transferee

11. Security Agreement To secure payment for all purchases, now and in the future, Purchaser hereby grants Seller a continuing security interest in all of Purchaser's presently owned or hereafter (a) goods, (b) instruments, (c) Chattel paper, (d) books and records, (e) accounts, (f) accounts receivable, (g) general intangibles, and (h) payment intangibles and together with all proceeds and all support obligations thereof. The following constitute Purchaser defaults: Non-payment in timely fashion of Purchaser's indebtedness to Seller, bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Seller and Purchaser. In the event of default Seller may declare all unpaid balances due. Purchaser authorizes Secured Party to file a financing statement describing the collateral as interior building material.

12. Assignment: Purchaser may not assign its rights or obligations under this Agreement without the prior written consent of Seller. This Agreement shall be binding upon the parties hereto, their heirs, assigns or successors in interest by merger, operation of law, or by purchase of the entire or substantially all the business of either party who shall acquire all interest and be subject to all obligations of such party hereunder.

13. Attorney's Fees: Upon the occurrence of any breach of the terms of this Agreement by Purchaser, or if an invoice to Purchaser is not paid when due, or it becomes necessary to enforce or defend these terms and conditions, Purchaser agrees to pay all Seller's costs of the collection, enforcement or defense, including attorneys' fees, whether incurred in or out of court, in one or more actions or proceedings, on appeal, in arbitration, in Bankruptcy Court, or in any insolvency proceedings or otherwise.

14. Venue: This agreement shall be governed by and construed in accordance with the laws of the state of Ohio. Any claims, actions, causes of action arising out of or relating to this agreement shall be brought in Lake County, Ohio, USA. Should this account be placed for collection either to an agency or attorney, the undersigned agreed to pay all costs of collection included, but not limited to, attorney fees, costs, and expenses.

15. Miscellaneous: Seller's failure to insist, in one or more instances, upon the performance of any term or terms contained herein shall not be construed as a waiver or relinquishment of its rights to such performance or the future performance of such term or terms and Purchaser's obligation with respect thereto shall continue in full force and effect. Any notice or other communication from Purchaser required or permitted hereunder shall be given in writing by registered or certified mail, postage prepaid, to Seller at its business address. The invalidity, in whole or in part, of any provision of these terms and conditions shall not affect the validity or enforceability of any other of its provisions. All transactions shall be governed by the laws of the State of Ohio (including, without limitation, the provisions of the Ohio Uniform Commercial Code), without giving effect to any conflict of law rule or principle of such state. The United Nations Convention for the International Sale of Goods shall not apply to this agreement.

In witness whereof, we have hereunto set our hands this ____ day of _____, year _____

Name of firm, individual, or corporation

Signed By: _____

Print Name: _____

Title: _____

Personal Guarantee

Business Name _____

Address _____

City _____ State & Zip _____

In consideration for the extension of credit by Best Supply Inc. / Best Supply of Nashville LLC to the firm, individual, or corporation set forth in the credit application executed by said firm, individual, or corporation, I/we do hereby personally, jointly and collectively referred to herein as the “Makers” as context requires unconditionally guarantee payment unto said Best Supply / Best Supply of Nashville LLC for all goods, materials and/or supplies heretofore or hereafter sold and delivered by Best Supply. This guarantee is executed in my personal capacity and shall not be deemed or interpreted as being a corporate guarantee. This shall be a continuing guaranty of all sales heretofore and hereafter made by Best Supply / Best Supply of Nashville LLC and shall continue as to sales made prior to the time that notice of its termination shall be given by the undersigned to Best Supply / Best Supply of Nashville LLC in writing. The undersigned hereby waive(s) any demand by Best Supply / Best Supply of Nashville LLC of the principal, notice of acceptance of this guaranty, notice of purchases and maturity of payments, notice of default in payment and all other notices required or customarily given under like circumstances.

Signed By: _____

Print Name: _____

Social Security # _____

Date: _____