

STANDARD TERMS & CONDITIONS OF SALE

MEADOWS ELECTRICAL CONTRACTING, INC. hereinafter referred to as MECI.

1. All prices are F. O. B. shipping point unless otherwise specified.
2. Schedule dates are approximate and MECI shall not be liable for delays due to fire, strike, civil or military authority, insurrection or riot, unavailability of parts, and for other causes beyond its reasonable control and MECI shall not be liable for incidental or consequential damages arising from late delivery.
3. The parties hereto acknowledge and agree that the Purchaser will pay the entire purchase price according to MECI terms as shown. In the event the Purchaser defaults MECI may charge and collect a late charge of 1 ½% per month on the past due balance. MECI shall also be entitled to all costs of collection including court costs and attorney fees in the event of default by Purchaser.
4. No terms or conditions on purchase orders and or contracts different from the terms of MECI will become a part of any sales agreement or other document unless specifically approved in a separate writing by MECI.
5. MECI will extend to Purchaser all warranties made by the manufacturers or suppliers of materials. MECI extends to Purchaser a 90 day warranty against defects in installation or labor provided to Purchaser. MECI makes and gives no other warranties, expressed or implied, and it is expressly understood that implied warranties of merchantability or fitness for a particular purpose are specifically excluded with respect to any and all goods, materials, or services furnished by MECI.
6. MECI shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Purchaser for service interruptions. Any remedy of Purchaser shall be with respect to any warranty extended by the manufacturer. The remedy of the Purchaser set forth herein is exclusive and the liability of MECI with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the sale, delivery, installation, or use of any goods sold, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise shall not exceed the price of the goods upon which such liability is based.
7. It is expressly understood that the title to property shall not pass to the Purchaser but shall remain vested in and be the property of MECI, or its assigns, until full payment of the purchase price and late charges. No agreement for any extension of time or postponement of any payment shall be valid unless in writing signed by an officer of MECI. It is expressly agreed that the property shall be and remain strictly personal property and shall retain its character as such, no matter in what manner it may be affixed or attached to any building or structure.
8. For the purpose of enforcing the rights of MECI, the Purchaser authorizes MECI to enter on the premises, with or without notice, and remove the material, and hereby waives any action, or rights of action, arising out of such entry and repossession.
9. When this document is confirming the Purchaser's verbal acceptance, exceptions must be communicated to MECI within 10 days.
10. An order for services and/or materials may be cancelled by the Purchaser only if agreed to by MECI and upon payment of reasonable charges based upon expenses incurred and commitments made by MECI.
11. Special order cancellations or returns are subject to returned goods policies and procedures of MECI suppliers and are subject to restock and return fees and freight charges. Any deposits received on special order cancellations will be applied to charges and expenses incurred by MECI and any remaining amounts will be forfeited to MECI as liquidated damages for cancellation.
12. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE ALTERED EXCEPT IN WRITING SIGNED BY AN OFFICER OF MECI AND THE PURCHASER AND SHALL BE CONSTRUED ACCORDING THE STATE OF ALABAMA.