

## TERMS & CONDITIONS

1. **ACCEPTANCE:** JMB & Associates, LLC (Seller) accepts Buyer's written product order upon Buyer's assent to the Terms and Conditions herein, which constitute the only binding contract terms and conditions between Buyer and Seller. Seller shall not be bound by any terms of Buyer's purchase order which provide conditions additional to or different from JMB & Associates, LLC's Terms & conditions, nor by any representations made by our Seller's agents or distributors (See WARRANTY).
2. **PRICES & TERMS:** Seller's payment terms are Net 30. All prices are subject to change by Seller at any time prior to delivery in respect to all or any portion of the items on order to the extent necessary to cover Seller's increased costs applicable thereto. Invoice balances unpaid beyond 90 days of the invoice date shall be subject to a finance charge of 1.5% per month until paid. For credit card payments, a 2% convenience fee will be added to the invoice amount.
3. **Shipment and Place of Delivery:** Seller's products are sold FOB shipping point and Seller's placement of merchandise in the possession of a trucking company, railroad company, or common carrier shall constitute delivery to the Buyer, and all risk of loss in transit shall be borne by the Buyer. Shipping dates are approximate and based on prompt receipt of all necessary information from Buyer. A 1 % discount is available to preapproved clients only and for cash, ACH, or wire transfer payments only.
4. **FINANCIAL RESPONSIBILITY:** Sales and deliveries hereunder, shall at all time be subject to the approval of Seller's credit department, and at any time, Seller may require advance payment of satisfactory security or guaranty that invoices will be paid promptly when due. If buyer fails to comply with any terms or payment, Seller, in addition to its other rights and remedies, but not in limitation hereof, reserves the right to withhold further deliveries, and any unpaid amount there upon shall become due immediately. If Buyer shall fail to or refuses to accept delivery of equipment and/or material ordered hereunder, or shall default in the performance of any of the terms, covenants and conditions of this agreement, Seller may retain cash deposited or paid to it and apply the same toward payment of its damages. If products ordered have been delivered to Buyer or Seller at the time of default, Seller may declare the full amount due and payable, without notice, or demand return of said products. The remedies provided herein in favor of Seller shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in Seller's favor in existing law or in equity.
5. **PROVISION OF INFORMATION:** Buyer is required to provide to JMB & Associates, LLC, upon request, information regarding site addresses, bonding companies, general contractors, or owners, for the purpose of filing preliminary lien notices, claims on bonds, or mechanic's liens.
6. **DELAYS:** Seller shall not be liable for loss or damage due to delay in delivery or manufacture of all or any portion of a purchase order, resulting from any cause beyond Seller's reasonable control, including but not limited to compliance with any regulations, orders or instructions of any government department or agency thereof, acts of God, acts of commissions of the Buyer, acts of civil or military authority, fires, strikes, factory shutdowns or alterations, embargoes, war, riot, delays in transportation or inability due to causes beyond Seller's reasonable control to obtain necessary labor , manufacturing facilities or materials from the Seller's usual sources, and any delays resulting from any such cause shall constitute cause for extending delivery dates and delivery of the goods shall constitute a waiver of all claims for damages. In no event, shall Buyer or Seller be liable for special or consequential damages.
7. **SPECIAL ORDERS:** Where conformance to a State or other agency's specification, inspections, delivery or special provisions is a condition of acceptance of Seller's shipment, the Buyer's written purchase order must so indicate with reference to the agency, and complete requirements concerned. Buyer accepts full responsibilities for communicating detailed product specifications to Seller prior to manufacture and delivery of product.
8. **CANCELLATION:** Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement as to reasonable and proper cancellation charges which take into account expenses already incurred and commitments made by Seller and Buyer shall indemnify Seller against any loss resulting therefrom.
9. **CLAIMS:** All shipments must be inspected prior to acceptance and claims for loss or damage filed by the consignee with the carrier within two (2) days of delivery. It is highly encouraged to list on packing slips any damage visible and pictures taken upon delivery. Any claims of shortage must be based on complete inspection of the shipment and accompanying papers and reported to the Seller in writing within two (2) days of receipt. Shipments ordered by the Buyer shall be accepted as being in conformance with the Buyer's order.

10. TAXES: The amount of taxes stated on Seller's invoice, if any, is approximate only. Buyer is liable for the full amount of all taxes applicable to or as a result of any transaction. Buyer shall pay the amount of all such taxes at any time requested by Seller, as if originally added to the price. If Seller pays such taxes, Buyer shall reimburse Seller therefore.

11. WARRANTY: All statements, technical information and recommendations contained in Seller's literature are based on tests believed to be reliable, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, expresses or implied.

EQUIPMENT: Seller warrants each new piece of equipment to be free from defects in material and workmanship under normal use and maintenance as provided by the manufacturer. Seller's sole obligation for any breach of warranty or breach of contract for defects, deliberate or accidental omissions shall be limited to repairing, replacing or allowing credit for, at Seller's option, any part which under normal and proper use and maintenance, proves defective in material or workmanship provided, however, that notice of any such defect or omission and satisfactory proof thereof is promptly given by Buyer to Seller, and thereafter, such defective part is returned to Seller with transportation charges prepaid; and Seller's examination proves such part to have been defective. This warranty does not apply in respect to damages to any product or accessory or attachment thereof caused by overloading or other misuse, neglect or accident, nor does this warranty apply to any product or accessory or attachment thereof, which has been repaired or altered in any way which, in the sold judgment of Seller, affects the performance, stability or general purpose for which it was manufactured.

Seller's only obligation shall be to replace such quantity of the product proved to be defective. Seller shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the product or for environmental claims, it being understood that the Seller has no means of controlling the product's final use. It shall be Buyer's responsibility to determine suitability of product for intended use and Buyer assumes all risks and liabilities whatsoever, in connection therewith.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (EXCEPT OF TITLE), EXPRESSED OR IMPLIED, AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. UNLESS OTHERWISE EXPRESSLY STATED ON SELLER'S ORDER ACKNOWLEDGEMENT. IT IS A CONDITION TO THIS WARRANTY THAT BUYER SHALL HAVE COMPLIED WITH TERMS OF JMB & ASSOCIATES, LLC'S INVOICE AND MADE PAYMENT IN ACCORDANCE THEREWITH FOR ALL PRODUCTS NO INCLUDED IN BUYER'S CLAIM.

12. CORRECTIONS: Typographical or clerical errors contained herein are subject to correction by Seller.

13. LEGAL ACTION: Buyer shall reimburse Seller for all costs of collection of outstanding indebtedness, including but not limited to reasonable attorney's fees and court costs to Seller. Buyer shall reimburse Seller for any and all litigation expenses Seller incurs as a result of an unsuccessful Buyer claim. The jurisdiction and venue of the court for any litigation, State or Federal, brought by the Buyer and/or Seller shall be located in Waukesha County, Wisconsin, the election of which shall be at the sole discretion of the Seller.

14. ENTIRE AGREEMENT AND APPLICABLE LAW: The rights and obligations of Seller and Buyer shall be governed by the laws of the State of Wisconsin, U.S.A. in force on date hereof at the sole discretion of the Seller. The provisions hereof are intended by the Buyer and Seller as a final expression of their agreement and are intended also as a complete and exclusive statement of all terms applicable to Buyer's order. No waiver modification or addition to any of the terms hereof shall be binding on Seller, unless made in writing by an officer of Seller. In the event of conflict between Buyer's purchase order and JMB's terms, the latter shall control. If any provisions herein are to any extent invalid or unenforceable, the remainder of the Terms and Conditions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

15. ASSIGNMENT: Buyer shall not assign or transfer this contract without Seller's written consent.