

TERMS AND CONDITIONS OF SALE

Thompson Electronics Company

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1. CONTRACT PRICE Buyer shall pay Thompson Electronics Company for the performance of the work, subject to the additions and deductions by Change Order, the agreed upon Contract Price. Prices are valid only up to the validity date of the quotation or 30 days unless stated otherwise.

2. PROGRESS PAYMENTS Based upon requests for payment submitted by Thompson Electronics Company, buyer shall make monthly progress payments on account of the Contract Price to the contractor based upon the value of stored materials and the work completed each month. If necessary, request for progress payment submitted to buyer by Thompson Electronics Company shall be accompanied by a Contractor's Sworn Affidavit and fully executed lien waivers from all subcontractors for whom payment is being requested by Thompson Electronics Company.

3. PAYMENT TERMS Payment terms to buyers of satisfactory credit are: NET 30 Days from Date of Invoice. Payment should be sent to "remit to" address on invoice. Delinquent invoices or portions thereof are subject to a service charge of 1.5% per month until paid (or the legal maximum allowable in the Buyer's state.) Overdue and delinquent account balances are subject to being placed for collection. Buyer shall pay all expenses incurred including collection fees, court costs, and reasonable attorney fees. If Buyer's account is overdue, Buyer agrees that Thompson Electronics Company may offset the account balance or any portion thereof against any funds due Buyer by Thompson Electronics Company. Orders from corporations to be shipped on open account must be confirmed with written purchase orders. All shipments are FOB Peoria, Illinois. Prepay Terms: New customers without previous history with Thompson Electronics Company, must pay by wire transfer, certified check, credit card or cash for product needed to be shipped immediately. New Buyers may pay by a personal or buyers check, but the order may be held for a period of up two weeks for check clearance. Established buyers will have orders processed immediately. A credit application on file will be very helpful in expediting orders whether on account or COD, and we request that all buyers fill one out for us as soon as possible even if they intend to deal on a COD basis. *VISA/MC Buyers:* Customer may choose to pay account balances or for orders placed by using visa or MasterCard. Please contact our office in advance of order for details. *COD Terms:* COD's for up to \$300.00 can be paid by company check. For invoicing exceeding \$300.00. Thompson Electronics Company requires payment by cash or certified check, until a Buyer has established a good payment history with Thompson Electronics Company. Orders for custom fabricated materials are accepted as prepaid orders only and not subject to cancellation.

4. TAXES Thompson Electronics Company's prices are exclusive of brokerage fees, duty or taxes of any type unless specified and noted otherwise. Any taxes of any type applicable to any purchases from Thompson Electronics shall be borne by the Buyer. Buyer shall provide Thompson Electronics Company with a current tax exemption certificate acceptable to the taxing authorities in the state, province or nation in which the merchandise is to be delivered, if said purchase is tax exempt. It is the buyer's responsibility to report the tax status to Thompson Electronics Company of any purchase made here in. All tax liability and the duty to pay such taxes shall be the Buyer's responsibility.

5. TITLE passes from Thompson Electronics Company to the Buyer and risk of loss is borne by the Buyer when product is delivered to the carrier at the FOB point stated herein. All reports of, and claims for damage resulting from or incurred in transportation must be filed with carrier by Buyer.

6. LIMITED WARRANTY UNLESS WRITTEN OR SPECIFIED OTHERWISE, OUR WARRANTY IS AS FOLLOWS:

Material only Purchases (Includes projects where Thompson Electronics Company provides final termination labor only.)

The warranty period is one year from date of final invoice, unless stated differently by the manufacturer. This warranty does not cover after hour emergency service calls. The buyer is responsible for removing and reinstalling material suspected to be defective and incurs all expenses thereof. Prior to returning material, the buyer must obtain a return authorization from Thompson Electronics Company. Shipping must be prepaid.

There will be no equipment repair charge, other than shipping charges, and service labor (if on-site labor is required) for material determined by the manufacturer to be defective from the factory. Thompson Electronics Company will go to the buyer's location for diagnosis or problem inspection of material suspected to be defective if requested. Service labor rates will apply. Thompson Electronics Company's obligation under this warranty is limited to the repair or replacement of defective material. Thompson Electronics Company will not be responsible for subsequent damages resulting from the defect in the material. This warranty does not cover material, which has been damaged by acts of nature, accident, abuse, misuse, or has been improperly stored, installed, or serviced.

7. Material and Installation Purchases (Does not include projects where Thompson Electronics Company makes only final connections at panels or final checkout of system. See warranty for material only purchases.) The warranty period is one year from date of final invoice, unless stated differently by the manufacturer. This warranty does not cover after hour's emergency calls. Installations made by Thompson Electronics Company are warranted for one year from date of final invoice. It is the buyer's responsibility to notify Thompson Electronics Company of problems relating to the proper installation of the material within one year. Should the buyer elect to remove suspected defective material himself, a return authorization is required prior to returning equipment to Thompson Electronics Company. There will be no repair charge, other than shipping charges, for material determined by the manufacturer to be defective from the factory. Thompson Electronics Company's obligation under this warranty is limited to the repair or replacement of defective material. Thompson Electronics Company will not be responsible for subsequent damages resulting from the defect in the material. This warranty does not cover material, which has been damaged by acts of nature, accident, abuse, misuse, or has been improperly stored or serviced.

8. BUYER'S PURCHASE ORDER – CONFLICT OF TERM In the event the Buyer shall submit purchase orders and the written terms of which are at variance or conflict with the terms and conditions of sale contained herein, such purchase order terms shall have no effect to the extent that they may conflict and the Thompson Electronics Company terms and conditions of sale shall prevail.

9. DELIVERY Deliveries shall be subject to and contingent upon timely receipt of order by Thompson Electronics Company, together with Buyer qualification of credit requirements, and Thompson Electronics Company shall not be liable for failure to meet required delivery due to credit clearance requirements, or causes beyond its control, including without limitation, unavailability of product from Thompson Electronics Company's source of supply, strikes and other labor difficulty, riot, war, fire, delay or default of common carrier, or other delays beyond

Thompson Electronic Company's reasonable control. Unless otherwise instructed, Thompson Electronics Company will choose the most economical means and routing consistent with the requirements and type of product involved. Goods are packed for shipment in accordance with standard commercial practice of Thompson Electronics Company

10. DISCREPANCY CLAIMS – FAILED DELIVERY CLAIMS Merchandise is shipped FOB shipping point and risk of loss due to damage or shortage or non-delivery due to carrier fault lies with the Buyer. All claims for damage or shortages should be made by Buyer upon receipt of material and filed with the carrier handling the shipment. Claims stemming from discrepancies between invoiced descriptions or quantities and actual product received by Buyer due to error by Thompson Electronics Company must be made in writing thirty (30) days of invoice date. Any such claim not presented within the time limit specified will be waived and actual delivery of invoiced descriptions or quantities will be conclusively presumed. Any Buyer who wishes to dispute a delivery of merchandise may make written request upon Thompson Electronic Company for carrier's proof of delivery within thirty (30) days from date of invoice. Failure by Buyer to request such proof of delivery within the 30-day time period will result in a waiver of Buyer's right to raise the issue of delivery and thereafter delivery will be conclusively presumed.

11. RETURNED MATERIAL No product or equipment of any kind shall be returned without prior approval and specific shipping instructions from Thompson Electronics Company. No returns are permitted on custom ordered material.

12. RESTOCK CHARGE Unless otherwise agreed, a restock charge will be assessed upon the return of products because of buyer ordering error or when the product has suffered damage while in buyer's possession, or late cancellation of order, custom ordered, or when assessed by the manufacturer.

13. ALTERATION OF TERMS AND CONDITIONS No alteration or waiver of the terms contained herein shall be effective unless such authorization or waiver is in writing signed by a duly authorized Thompson Electronics Company officer.

14. PRESUMPTION AS TO AUTHORITY OF BUYER'S PERSONNEL Thompson Electronics Company assumes and is entitled to rely upon the apparent authority of all Buyer's employees and agents in placing orders under Buyer's account.

15. CHANGE OF BUYER'S NAME OR ADDRESS; REORGANIZATION Buyer hereby agrees to notify Thompson Electronics Company's Credit Department in writing of any changes of name or address, or of any corporate reorganization or change of ownership, or a change of name or location of the Buyer. All Agreements made and in force with previous owners, partners or business units shall remain intact until formally cancelled. All obligations of the previous ownership shall be borne by the new ownership.

16. ACCEPTANCE OF SALES ORDERS All sales are subject to acceptance and no sales are final until accepted by Thompson Electronics at its principal place of business: 905 South. Bosch Road. Peoria, Illinois.

17. ASBESTOS/HAZARDOUS WASTE Nothing in this Agreement shall impose liability on Thompson Electronics Company for claims, lawsuits, expenses or damages arising from or in any manner related to, the exposure to or the handling, manufacture or disposal of, asbestos, asbestos products or hazardous waste in any of its various forms, as defined by the EPA. The Buyer shall indemnify and hold harmless Thompson Electronics Company from all claims, damages, losses and expenses, including attorney's (s') fees arising out of or resulting there from.

18. LIABILITY LIMITATIONS AND FORCE MAJEURE a.) Apart from any other terms herein limiting Thompson Electronics Company's liability, Thompson Electronics Company in no event shall be liable to buyer for any incidental, indirect, consequential, punitive or special damages relating in any manner of buyer's purchases from Thompson Electronics Company, or any other aspect of the parties' business relationship, even if advised of the possibility of same by the other party. b.) Apart from any other terms herein excusing Thompson Electronics Company's performance, Thompson Electronics Company shall be excused from any failure or delay in performance, if caused in whole or in part by a "force majeure", which shall include any inability to obtain materials (finished or otherwise) from usual sources of supply, transit failure or delay, labor disputes, governmental laws, orders or restrictions, fire, flood, hurricane or other acts of nature, accident, war, civil disturbance, or any other cause(s) beyond Thompson Electronics Company's reasonable control. The time within which Thompson Electronics Company may timely perform shall be extended during the entire period of any force majeure. c.) The Buyer agrees to limit Thompson Electronics Company's liability to the Buyer and to all construction contractors and subcontractors or other parties on the project due to Thompson Electronics Company's professional negligent acts, errors or omissions such that the total aggregate liability to all those named shall not exceed Thompson Electronics Company's total fee for services rendered under this Agreement. d.) Thompson Electronics Company's liability shall further be limited to liability for its own and sole negligence, errors or omissions alone, and not for any actions by others of or in conjunction with others, including architects, individuals, buyer's representatives, construction contractors or sub-contractors; and Thompson Electronics Company shall have no joint or several liability with any such parties, regardless of such parties' insured status and ability to satisfy claims, and Buyer agrees to hold Thompson Electronics Company harmless against such joint or several claims.

19. REUSE OF DOCUMENTS all documents including drawings and specifications furnished by Thompson Electronics Company pursuant to this Agreement are instruments of services in respect to the project. They are not intended or represented to be suitable for reuse by the Buyer or others on extensions of this project on any other project. Any reuse without specific written verification or adaptation by Thompson Electronics Company will be at Buyer's sole risk and without liability or legal exposure to Thompson Electronics Company and Buyer shall indemnify and hold harmless Thompson Electronics Company from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle Thompson Electronics Company to further compensation. All proposal documents and drawings represent intellectual property originated and developed by Thompson Electronics Company. Any use of these documents other than as named by Thompson Electronics Company may be considered as theft of intellectual property and may result in legal action against those converting said property.

20. CANCELLATION/TERMINATION Following acceptance by Thompson Electronics Company, the Buyer's purchase order may only be cancelled or shipments delayed with the consent of Thompson Electronics Company. Should Thompson Electronics Company consent to a request by the Buyer to stop work or to cancel the whole or any part of an order, the Buyer shall make payments to Thompson Electronics Company as follows: a.) Any and all work that can be completed within ten (10) days from date of notification to stop work on account of cancellation shall be completed shipped and paid in full. b.) For work in process, any materials and supplies procured or for which definite commitments have been made by Thompson Electronics Company in connection with the order. c.) Buyer shall pay Thompson Electronics

Company fees for all services rendered to the date of termination and later dates as related to such cancellation, and further pay all expenses including engineering labor, site labor, and shop labor and reimbursable termination expenses, including freight, handling, material restocking charges and reasonable attorney's fees and costs.

21. MISCELLANEOUS This document shall be governed by the laws of the State of Illinois. In the event that any part of this document is held invalid by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

22. FORUM FOR DISPUTES Any litigation which buyer may desire to institute against Thompson Electronics Company relating directly to any business dealings between the parties must be filed before a court of competent jurisdiction in Peoria, Illinois. Buyer consents irrevocably to the jurisdiction of the Peoria County or Federal Courts over its person in the event that Thompson Electronics Company elects to institute litigation against buyer in Illinois relating to any such matters. In such event, service of process may be made by certified mail, air courier, or any other method permitted under Illinois Law.

23. EXECUTION This agreement is considered in force when agreement to purchase has been made by the Buyer and accepted by Thompson Electronics Company.