



TERMS AND CONDITIONS

Credit Extension

Prior to extending credit, a credit application is to be completed and returned to Energy Systems. This application should include the primary bank, as well as three trade references. To expedite the process, complete addresses, contact names telephone and fax numbers should be included.

Acceptance of Orders

Acceptance of this contract shall be receipt by Energy Systems (Seller/ES) of Customer / Buyer's signature below. Upon acceptance of quote by Customer, a formal purchase order or letter of intent is required for Energy Systems to process order. The credit department reserves the right not to accept or allow any order that does not meet normal credit requirements. This includes, but is not limited to, insufficient credit limit, delinquent account, slow payment history, terms not approved, or lack of purchase order. Cancellations are subject to factory policies and procedures.

Shipments

Once the generator is released for production, it is the responsibility of the customer to accept delivery upon completion from manufacturers quoted lead-time. Neither Energy Systems nor the manufacturer can hold up shipment or invoicing once the product is finished.

Shipping dates are based on the conditions and information available to Seller at time of proposal.

The specified time of delivery is subject to, and the Seller shall not be liable for, any delay or failure to deliver any or all of the goods in case delay or failure is caused by labor disputes, delays of carriers or transportation difficulties, strikes, war or insurrection, civil commotion, fire, flood, accident, storm, act of God, failures of suppliers, or any other causes beyond Seller's control. Seller shall not be liable for incidental or consequential damages in the event of breach or repudiation of this agreement.

Buyer agrees to accept delivery upon the delivery date(s) set forth in our quote. No change in delivery will be made by the Seller without Buyer's specific written instructions received by Seller 90 days prior to the scheduled delivery date(s). In addition, buyer shall be liable for any price increases, rescheduling or special handling charges, additional freight or storage charges that result from any changes in delivery schedule regardless of when notice is given.

Security Interest

Seller hereby reserves a security interest in the goods sold and delivered hereunder until the price is paid in full, and the goods shall be deemed personal property even though attached or affixed to realty.

Terms / Invoicing

Our standard terms are Net 30 days of invoice. Any terms other than our standard terms require Credit Department approval. Invoices are generated at the time of shipment and are dated the same day. Billing will also be made for partial shipments. Since we have no control over mail time, we cannot make allowances in case of extended time in transit. Failure to pay in accordance with the terms of payment set forth herein shall constitute a breach of this agreement.

Buyer agrees to pay the amount due on or before the due date shown on this invoice. A finance charge of 18% per year shall be charged and payable by Buyer on past due amounts.

All jobs will be pre-liened. All customers not meeting credit requirements will require joint checks.

In the event of billing errors, notify Credit Department promptly. A delay in notification will not be acceptable cause to withhold payments.

Energy Systems is a SUPPLIER OF MATERIALS ONLY and not a contractor or sub contractor, therefore customers cannot hold retentions. Invoices are payable in full at due date.

Taxes

The amount of any present or future federal, state, or local tax that Seller is required to pay on its own or on behalf of the purchaser shall be added to the Seller's proposal and paid by the buyer unless a valid resale certificate is filed with the Seller prior to delivery of goods.

Payments

Payments can be made by check, money order, Visa, MasterCard, or wire transfer. Energy Systems does not absorb the cost of wire transfers. A remittance advice or other notice should be provided when making payments. Credit card payments must be made at time of purchase and are subject to a 3% convenience fee. Posting of payment is done according to instructions received with the payment and is done the date the payment is received. Deductions prior to issuing credits are not allowed. Claims should be submitted to the Sales or Service Department. These will remain claims until credit is issued to the customer.

Warranties

Goods supplied are subject to manufacturer's warranties.

Load Testing

Unless otherwise specified, all load testing, if any, will be performed by Seller only as specified in Seller's "Bill of Materials"; otherwise, it will be as required by the Seller's sole and exclusive judgment.

Finality

This Agreement constitutes the entire agreement and exclusively determines the rights and obligations of the parties, hereto; any prior course of dealing, custom or usage of trade or course of performance notwithstanding.

Choice of Law

The laws of the State of California shall govern the validity, performance and construction of this Agreement and sale made hereunder. The invalidity of any provision herein shall not affect the validity of any other provisions.

Legal Fees

In the event action is brought by Seller to collect or enforce any payment or performance owing to it from Buyer, or any action is brought on this Agreement, in addition to all other sums or performance that may be deemed to be due, Buyer agrees to pay all reasonable costs, expenses, and attorney's fees whether suit is filed or not. If an action to enforce any obligations between the parties is instituted, Buyer agrees to limit venue to any court of competent jurisdiction in San Joaquin County, California.

Signature

Print Name

Company

Date