

US AIR CONDITIONING DISTRIBUTORS
TERMS AND CONDITIONS OF QUOTATION AND SALES

1. US Air Conditioning Distributors is referred to herein as Seller. These terms and conditions are in lieu of any provisions, terms or conditions on purchase orders or other contractual documents issued to Seller by Buyer which are in any way inconsistent with, modify or add to the provisions hereof unless specific agreement on any variation or addition is obtained in a writing signed by an authorized representative of Seller. These terms and conditions and the provisions of such purchase order consistent herewith shall constitute the entire contract between the parties and supersede any and all prior or contemporaneous agreements, communications, representations or understandings, written or oral. Without limiting the generality of the foregoing, unless otherwise stated in the contract which incorporates these terms and conditions; Seller is a vendor only, not a subcontractor, and is not bound by the general provisions of any plans, specifications, or higher tier contracts unless specific agreement to be bound by those general provisions of any plans, specifications, or higher tier contracts is obtained in a writing signed by an authorized representative of Seller. If a specification applies to this order, other than a specification supplied by Seller, Seller is bound only to the mechanical portions of that specification described in the body of the order. No person has authority to offer, promise, represent, warrant or agree to, anything pertaining to this order which is not contained in these terms and conditions and the written order or contract which incorporates this document.
2. Quoted price does not include applicable taxes unless specifically noted otherwise.
3. Quotations expire in 30 days.
4. For shipments directly from the factory, freight terms are F.O.B. factory, freight allowed to customer's first domestic destination. For shipments from Seller's inventory, on Seller's vehicle, freight terms are F.O.B. warehouse, freight to customer's first Southern California destination.
5. Shipment to meet crane appointment charge is \$85.00 (available for warehoused products only).
6. Any and all warranties are limited to those provided by the manufacturer of any particular product. Seller provides no warranties expressed or implied, including, but not limited to, any warranties that any product is fit for any particular purpose.
7. Only the equipment and accessories listed in this quote are included (wiring, controls, or installation are not included unless specifically listed in this quote).
8. Others must provide items not included in this quote that are called for in the specifications.
9. Standard payment terms are 1% 10th prox., net 11 days, subject to credit and/or job approval and the buyer's account being in good standing. All extension of credit is at the sole and exclusive discretion US Air Conditioning Distributors. Late charges will be assessed after 30 days.
10. Seller does not guarantee a particular date for shipment or delivery of the goods quoted. Shipment and delivery dates quoted are estimates of approximate dates.
11. Seller is not liable for any special, direct, indirect, incidental, or consequential damages stemming from any sale.
12. Seller will not accept any back-charges unless approval is obtained in writing from an officer of US Air Conditioning Distributors before the work is started.
13. Seller will not accept any order that has penalty clauses without express written consent from an officer of US Air Conditioning Distributors.
14. In the event US Air Conditioning Distributors is required to institute litigation to enforce these Terms and Conditions, it shall be entitled to recover all reasonable attorney's fees and costs associated therewith.