



colonial electric supply

201 W. CHURCH ROAD
KING OF PRUSSIA, PA 19406

610-312-8100

WWW.COLONIALELECTRICSUPPLY.COM



colonial
teltek
Supplier of Aerial & Underground Telecom Products



COLONIAL ELECTRIC SUPPLY COMPANY TERMS AND CONDITIONS OF SALE

1. SOLE TERMS OF SALE. A purchase order for goods ("Order") can only be accepted in writing by Colonial's Financial Services Manager. All orders are subject to credit approval by Customer Financial Services and all sales made by Colonial are subject to Colonial's standard terms of sale, and no other terms. These terms govern all sales by Colonial Electric Supply Company ("Colonial") to all customers ("Customer"). Colonial objects to any proposed terms that are inconsistent with these terms. No employee of Colonial is authorized to alter, waive or vary these terms. These terms apply to all Orders submitted to Colonial, as well as to all amendments to or modifications of Orders previously accepted by Colonial.

2. WARRANTY. Colonial Warrants title to the goods that it sells and warrants that the goods shall conform to their description as contained in Colonial's invoice. APART FROM THE FOREGOING, COLONIAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. In connection with the sale of goods, Colonial shall be deemed to have assigned, without recourse, any warranties and remedies extended by the manufacturer of the goods, upon delivery of the goods to Customer and subject to full payment of the price of the goods to Colonial.

3. LIMITATIONS ON REMEDIES. Customer's sole exclusive remedy against Colonial for any claim based upon the quality or condition of the goods sold, shall be to have Colonial, at Colonial's option, either replace or repair goods that are shown to be materially non-conforming to applicable warranties or descriptions. Colonial's obligation in this regard shall be subject to full compliance by Customer with Colonial's dispute procedures set forth below, any instructions of Colonial or the manufacturer regarding storage, handling, disassembly and other instructions pertaining to the particular goods sold. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

4. LIMITATION ON LIABILITY. Colonial's liability for damages for any cause whatsoever, whether in contract (including for failure to deliver or delays in delivery) or tort, including negligence shall be limited to the amount of the purchase price actually paid by Customer for the goods which are the subject of the dispute. In No EVENT SHALL COLONIAL BE LIABLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OR PROSPECTIVE PROFITS FOR ANY CAUSE WHATSOEVER, NOR SHALL COLONIAL BE LIABLE FOR A BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS IN QUESTION. Some states do not allow the exclusion or limitation of consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

5. CLAIMS. All sales are final. Colonial reserves all of its rights in connection with accepted Orders including, without limitation, its right to recover damages resulting from cancelled Orders. These damages may include, without limitation, restocking charges, lost profits and lost overhead contribution. Claims for nonconforming goods must be made by Customer in writing within ten (10) days of Customer's receipt of such nonconforming goods and such writing shall state with particularity all material facts concerning the claim then known to Customer. Failure of Customer to give proper notice within such ten- (10) day period shall constitute unqualified acceptance of such goods and a waiver of the right to revoke acceptance. In connection with any claim of non-conforming goods or breach of warranty, Customer shall, at its own expense, hold the goods complained of intact and protected pending written direction from Colonial concerning the required disposition of the goods. Colonial will accept no responsibility for any costs incurred by

Customer absent written authorization from Colonial. Customer must submit (preferably by email) to Colonial Customer Financial Services Department :

- a. Colonial Invoice # disputed
- b. Explanation of reason for dispute
 - i. Colonial customer service employee(s) with knowledge of transaction
 - ii. Manufacturer(s) whose products were sold
 - iii. Expectation not met by Colonial
 1. Short shipment
 2. Material never received
 3. Wrong material
 4. Damaged material
 5. Late delivery
 6. Overbill
 7. Duplicate billing
 8. Other
 - iv. Disposition of material
 1. Returned to Colonial
 - a. Carrier /Shipping number
 2. Needs to be picked up
 3. Given to sales person
 4. Never received

If any credit is allowed to Customer by Colonial for defects or nonconforming goods, such goods must be retained intact and duly protected by Customer and Customer shall abide by all reasonable instructions from Colonial regarding disposition of such goods. In no event shall Customer return any goods to Colonial unless expressly authorized to do so in writing by Colonial. All shipping, freight, and insurance charges incurred in connection with the return of nonconforming goods shall be borne by Customer. Any goods returned to Colonial without a Returned Goods Authorization duly issued in writing by Colonial shall be at Customer's sole risk and expense, and such return shall not constitute an effective rejection or revocation of acceptance of the goods. Colonial shall endeavor in good faith to arrange for an appropriate response to warranty claims that are properly raised within a timeframe of at least 90 days, subject to applicable required services, products, and lead times for required parts. Failure to follow Colonial's standard claims process may result in delays and in reduced or no credit for warranty issues.

Without in any way limiting the generality of the foregoing, under no circumstances shall customer be permitted to acquire materials contained within the Order from another source to remedy a problem and deduct from Colonial's PO. Deductions of any kind for warranty issues must be agreed to in advance by Colonial. Customers shall not take deductions from payments to Colonial for warranty claims, performance claims, or any other claims that have not been previously agreed to in writing by Colonial. Any attempt to do so shall constitute a material breach and shall subject Customer to any and all liabilities from a stoppage of services and deliveries by Colonial. Additionally, Colonial is not responsible to provide credit for made to order, non-cancellable, and non-returnable material.

6. DELAYS; FORCE MAJEURE. Colonial shall not be liable for delays in delivery of the goods or related services or failure to deliver the goods or related services caused, in whole or in part, by inability to obtain transportation, equipment, or material, insurrection, fires, floods, epidemics, pandemics, storms, embargoes, action of any military or civil authorities, whether legal or de facto, strikes, labor difficulties (including strikes or labor troubles affecting any suppliers of Colonial), lockouts, acts of terrorism, acts of God, or other similar or different circumstances beyond the control of Colonial. Impossibility of performance by reason of any legislative, executive or judicial act of any governmental authority shall excuse performance of or delay in performance by Colonial. All lead times or shipping dates are fluid and subject to change according to the manufacturer's schedule. Colonial does not guarantee any lead times and shall be held harmless relative to delays impacted by supply chain or other manufacturer issues.

7. WAIVER. A waiver by Colonial of any breach by Customer of this Agreement shall not constitute a waiver by Colonial of any other breach of this Agreement by Customer.

8. COLONIAL'S SECURITY INTEREST. Colonial shall retain a security interest in the goods sold hereunder until Customer has paid in full for such goods provided by Colonial in connection therewith and performed all of Customer's

obligations under this Agreement. Customer authorizes Colonial to perfect its interest as a secured creditor. Upon a breach of this Agreement by Customer, including, but not limited to, a default in the payment or performance of any of Customer's obligations contained or referred to herein, Colonial may declare all such obligations immediately due and payable and Colonial shall then have, in addition to all rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code as adopted in Pennsylvania, including, but not limited to, the right to take immediate possession of any collateral. In event that Colonial elects to take possession of such goods, Customer, upon three (3) days' notice by Colonial, shall assemble and deliver such goods at the time and to the place designated by Colonial in such notice (Absent such designation, Customer shall deliver such goods to Colonial at 201 W. Church Rd., King of Prussia, PA 19406).

9. PAYMENT TERMS. Colonial will submit to Customer an invoice setting forth the purchase price of all goods sold to Customer following delivery of the goods. Colonial project billing practices are typically of a lump sum and lot pricing nature, based on good-faith estimates of materials shipped, as opposed to unit prices that are exactly tied to a specific item and price. In some instances this will result in a final billing even though all material has shipped previously, in order to close out job based on the lump sum billing practices. Additionally, there may be instances where Colonial will bill in kind for deposits billed to Colonial by their vendor. Customer shall pay all invoices within thirty (30) days of the date of the invoice; any payments not received by Colonial when due shall be subject to interest at a rate of one and one-half percent (1-1/2%) per month or the maximum legal rate, if such is less. The making of payments at the times they respectively fall due shall be considered as of the essence of the agreement, and in case of failure to do so, Colonial shall have the right to suspend all further performance and cancel any contract without notice to Customer, and to declare due the entire amount unpaid. Any such customer caused delays shall be added to all date estimates and lead time calculations provided, and Customer shall assume all liability due such delays.

10. COSTS OF COLLECTION. COSTS OF COLLECTION. Customer shall reimburse Colonial for all costs of collection, including, but not limited to, attorneys' fees in an amount no less than twenty (20%) of the total sum due and costs of suit, incurred by Colonial to collect any monies owing to Colonial as a result of transactions pursuant to these terms.

11. APPLICABLE LAW AND VENUE. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any dispute between the parties hereto relating to the execution, performance, validity, interpretation or construction of this Agreement that cannot be resolved amicably between the parties hereto shall be submitted to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania. The parties hereto consent to the exclusive jurisdiction of the Court of Common Pleas of Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania in any and all actions or proceedings arising under this Application. COLONIAL AND CUSTOMER EACH WAIVE ANY RIGHT TO TRIAL BY JURY AS TO ANY CLAIM ARISING FROM OR RELATED TO THE TRANSACTIONS CONTEMPLATED HEREBY.

12. AMENDMENT.

Colonial reserves the right at any time to alter or suspend credit or to change credit terms provided herein when, in Colonial's sole opinion, the financial condition of Customer so warrants. In such case, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from Customer may be required by Colonial before delivery, or the due date of payment by Customer under any contract or Order with Colonial may be accelerated by Colonial. Failure of Customer to pay invoices at the due date makes, at Colonial's option, all subsequent invoices immediately due and payable, irrespective of terms, and Colonial may withhold all subsequent deliveries until the full account is settled.

13. ADEQUATE ASSURANCES. Demands under applicable law by Colonial for adequate assurances of performance will be satisfied by Customer within five (5) days. In the event that the grounds of insecurity involve Customer's financial condition, adequate assurances shall be accompanied by a satisfactory report of Customer's credit by a involved Customer's financial condition, adequate assurances shall be accompanied by a satisfactory report of Customer's credit by a responsible financial institution. Pending such assurances, Colonial may, at Colonial's option, make sales and deliveries to Customer C.O.D.

14. FINAL AND COMPLETE EXPRESSION. These terms and the information contained in any Order duly accepted in writing by Colonial that is not inconsistent herewith shall constitute the final, complete and exclusive statement of the agreement between Colonial and Customer. No terms, conditions, understandings, usages of the trade, courses of dealing or agreements purporting to modify, vary, explain or supplement these terms shall be binding upon Colonial unless and until hereafter made in writing and signed by an officer of Colonial at its King of Prussia, Pennsylvania office and by Customer.

15. NON-ASSIGNABILITY. Customer may not assign any of its rights in its credit agreement with Colonial or in any contract for the sale of goods and goods sold hereunder are not to be shipped or diverted to any destination other than that specified on Customer's Order as duly accepted by Colonial.

16. RISK OF LOSS. Risk of Loss or damage in transit shall pass to Customer upon Colonial's delivery of goods to a common carrier for shipment or, in the case of goods shipped directly by Colonial's vendor, from the time Colonial's vendor delivers the goods to a common carrier for shipment. All sales are "FOB" at the point of shipment, not the point of delivery. Damage claims related to shipment lie between the Customer and the common carrier, and requests for replacement material will be treated as requests for amendments to the Order.

17. Colonial is not a minority owned or small business. . Purchases made pursuant to the terms of this agreement must not be understood to meet any such requirements, on the basis of Colonial's participation. Colonial makes no attempt to determine the status of the Customer relative to qualification for minority owned, small business, or any similar set aside or incentive program (collectively, "Qualification"). Colonial disclaims any responsibility to verify whether a customer that may claim Qualification in fact meets the required standards of adding commercial value to a construction project. Customers agrees to defend, indemnify and hold Colonial harmless from and against any cause, claim or demand that may be asserted against Colonial, arising from or related to any claim of an absence of Qualification or misrepresentation of Qualification related to the resale of goods, which indemnity shall include reasonable attorneys' fees and costs of defense.

**For a Complete List of Locations
Please Visit**

www.coloniaelectric.com

www.brightlightdesigncenter.com

www.AnnapolisLighting.com