

## TERMS AND CONDITIONS OF SALE

1. **WARRANTY POLICY.** The warranty policy for each item on any Dalco invoice is the current policy of the manufacturer for the item.
2. **SECURITY INTEREST.** Seller retains title to and a security interest in the material, and the right of possession thereto, until the entire amount of such indebtedness shall be paid in full.
3. **CREDIT.** It is agreed that if credit is extended, this order will be paid in accordance with stated terms of sale as indicated on the invoice(s). In the event the Buyer fails to fulfill the terms of payments, or in the case Seller shall have any doubt at any time to the Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash, credit card, or check. Dalco reserves the right to grant or deny credit, and also to increase or decrease Credit Limit at any time without notice. The Seller shall not be obligated to make any shipment when Buyer is delinquent. Buyer shall make no deduction (including those for alleged damages) from payment due hereunder. If Buyer fails to comply with these agreed terms of payment, Seller may wholly or partly terminate this contract by written notice to the Buyer. It is further agreed that all past due amounts are subject to a 1.5% per month Service Charge (18% A.P.R.) on each invoice not paid within 30 days plus all costs of collection including attorney fees and court costs incurred.
4. **TAXES.** Buyer shall reimburse Seller for all taxes, excises or other charges which Seller may be required to pay to a government (national, state, or local) upon the-sale production or transportation to the commodities sold hereunder.
5. **RETURNS.** Seller's authorization must be obtained for materials to be returned and are subject to inspection.
6. **RESTOCKING.** The Buyer is responsible for any restocking charges based on individual manufacturer policy.
7. **EQUIPMENT.** Repaired equipment brought in and unclaimed after 30 days, may be subject to a storage fee and/or a mechanic lien.
8. **DISPENSING EQUIPMENT.** Dispensing equipment provided to the customer at no charge remains the property of Dalco Enterprises, Inc. and may be reclaimed should the customer stop purchasing the associated product from Dalco Enterprises, Inc.
9. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
10. **This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**