

STANDARD TERMS AND CONDITIONS APPLYING TO ALL SALES

All sales of material or equipment by Codale Electric Supply, Inc. are expressly conditioned upon the terms and conditions set forth below. Any additional or different terms or conditions set forth in the purchase order of the Purchaser or in any similar such communication are hereby objected to by Codale Electric Supply, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of Codale Electric Supply, Inc.

PRICES AND TERMS

Unless otherwise stated, all prices by Codale Electric Supply, Inc., hereafter referred to as Seller, are subject to change without notice. Prices do not include sales, use, excise, value added or similar taxes and, where applicable, such taxes shall be as a separate item and paid by the Purchaser. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order such as changes in quantity or partial release will be subject to the manufacturer's terms and conditions where applicable. Unless otherwise noted, all sales are made f.o.b. point of shipment with freight allowed to common free delivery point nearest destination within the United States, except Alaska and Hawaii; in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon the Purchaser. Extra labor or mechanical facilities required to unload shall be provided by Purchaser without any cost to Seller.

DELIVERY

Factory shipping dates given in advance of actual shipment are estimates by the manufacturer and are based upon prompt receipt of all necessary information. Quoted shipping dates are based on time after receipt of order at factory, with complete information, until merchandise is delivered to common carrier. Seller shall not be liable for failure to deliver or for delays in delivery or performance due to (1) causes beyond its reasonable control, or (2) acts of God, acts of Purchaser, acts of civil or military authority, priorities or other governmental allocations or controls, fires, strikes or other labor difficulties, riots and other civil disturbances, delays in its usual source of supply, delays in transportation, or (3) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay

PAYMENT

Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. If, in the judgement of Seller, the financial condition of the Purchaser at the time of manufacture or shipment does not justify the terms of payment specified, seller reserves the right to require full or partial payment before manufacture or shipment and to suspend any further performance until such payment has been received.

WARRANTIES

Material and equipment distributed by Seller are the products of reputable manufacturers sold under their respective brand or trade names. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of products that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the purchaser and the sole obligation of Seller. Except as to title, THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED, OR STATUTORY relating to the described material or equipment which extend beyond that described in this paragraph. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY.

LIMITATION OF LIABILITY

Seller's liability on any claim for loss or damage arising out of this contract or from the performance

or breach thereof or connected with the supplying of material or equipment hereunder, or its sale, resale, operation or use, whether based on warranty, contract, negligence or other grounds shall not exceed the price allowable to such material or equipment or part thereof involved in the claim. Seller shall not, under any circumstances, be liable for any labor charges unless agreed upon in advance by Seller. Seller shall not in any event be liable for special or consequential damages including, but not limited to, loss of profits or revenue, liquidated damages, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Purchaser for such damages.

CANCELLATION

Purchaser may cancel any order by mutual agreement based upon payment to Seller of reasonable and proper cancellation charges.

RETURNED GOODS

Material and equipment must not be returned without the advance written consent of Seller. Buyer has a duty to inspect all materials upon delivery and failure to object in writing within 30 days of delivery shall constitute an irrevocable acceptance of the goods and a waiver of any and all claims relating to those goods.

ASSIGNMENT

Any assignment of any contract involving this order, or any rights thereunder, by the Purchaser without the advance written consent of Seller shall be void.

HAZARDOUS BUSINESS

Material and equipment distributed by Seller has been designed and manufactured for use in standard commercial, industrial and residential applications. If the material or equipment is to be applied in any location which might be of a hazardous nature, such as atomic installations, commercial or military aircraft, missile installations, space explorations or other critical applications where a failure of a single component could cause substantial harm to persons or property, Seller disclaims all responsibility. Such concurrence must be signed by an officer of the Codale Electric Supply, Inc. Any questions should be referred to the manufacturer through Purchaser's local Codale Electric Supply, Inc. office.

GENERAL TERMS

Any of the terms and provisions of Buyer's order which are inconsistent with the terms and provisions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this quotation by Buyer, acceptance of the terms and conditions hereof by Buyer shall be indicated, and, in the absence of such notification, the sale and shipment by Seller of the merchandise covered hereby shall be conclusively deemed to be subject to the terms and conditions herein. A standard, form purchase order or similar document shall not constitute written objection to the terms herein. Rather a written objection must be separately stated, and addressed to "Attn: Credit Manager, Codale Electric Supply, Inc., 3150 South 900 West, Salt Lake City, UT 84119," and must state with particularity those specific terms to which Buyer objects. In the event this written notice is not timely sent, before shipment or delivery of the product, then Buyer waives any and all rights to object to the terms herein.

ATTORNEY'S FEES, JURISDICTION, AND VENUE

Buyer agrees that in the event there is a dispute between Buyer and Seller, the prevailing party shall pay all costs of such proceedings, including but not limited to attorney fees, court costs and other costs (including without limitation all expert witness or other fees incurred, and any and all costs charged by any law firm or attorney). Buyer agrees that any and all disputes with Seller, including not

just contract but also tort claims, shall be resolved in the state or federal courts situated in Salt Lake County, Utah, and that these courts shall have the exclusive jurisdiction over all such disputes and Buyer consents to personal jurisdiction in these courts.

Any legal action brought by Buyer against Seller shall be filed in one of the above referenced jurisdictions within one (1) year after the cause of action arises or it shall be deemed forever waived.

INTELLECTUAL PROPERTY AND INDEMNIFICATION

Seller makes no warranty or representation with regard to any patent, trademark, copyright, trade dress, or trade secret, relating to or claimed to arise from any product sold to Buyer. Seller will not and does not indemnify or otherwise hold harmless Buyer from any claim of misappropriation or infringement of any patent, trademark, trade dress, trade secret, copyright or other rights relating to any merchandise. Buyer agrees that Buyer will not make any such claim, or seek any such indemnification, and that such a claim or demand by Buyer constitutes a breach of these Standard Terms, and that Buyer shall pay all attorney fees and other court costs incurred by Seller in defending against any such claim or demand, whether or not a legal action is commenced or filed.

_____ Initials