

# TERMS AND CONDITIONS OF SALE, REPAIR, MODIFICATION, MAINTENANCE, INSPECTION, TEST OR RENTAL SERVICE

## CONTRACT

Unless otherwise stated, all transactions are expressly subject to these terms and conditions. Modifications shall only be applicable if agreed to in writing by a principal of Vincent Electric or his designated representative. Provisions of Buyer's Purchase Order or other documents that ad of differ from the terms hereof are expressly rejected. No waiver of these Terms and Conditions or acceptance of other terms or conditions shall be construed from any failure of Vincent Electric to raise objections.

## TERMS

Terms are cash net 30 days. Amounts past due are subject to a service charge of 1 ½ percent per month (or fraction thereof) or maximum rate permitted by law, whichever is greater. If Vincent Electric deems, in its sole discretion, that the continuance of any services or shipment on the payment terms specified in this paragraph is not justified, Vincent Electric may require full or partial payment in advance. Vincent Electric may retain possession of equipment repaired, modified, inspected, tested maintained or serviced under this agreement until it charges for services are paid. If such charges are not paid within 30 days following completion of the work and invoicing to the buyer, Vincent Electric may upon 7 days written notice by certified mail to the Buyer at the Buyer's last known address, sell the equipment at public or private sale and apply the proceeds to Vincent Electric's charges.

## CANCELLATION

Undelivered parts of any order may be canceled by Buyer only with the written approval of Vincent Electric. If the Buyer makes an assignment for the benefit of creditors, is the subject of voluntary or involuntary bankruptcy or fails to make payments as required hereunder, Vincent Electric may cancel all undelivered part or any order by written notice to the Buyer. In the event of any cancellation of this order by either party, the Buyer shall pay Vincent Electric the reasonable costs and expenses, including engineering expenses and all commitments to its suppliers and subcontractors incurred by Vincent Electric prior to receipt of notice of cancellation, plus Vincent Electric's usual rate of profit for similar work.

## LIEN AND SECURITY INTEREST

Buyer hereby grants Vincent Electric a lien and security interest in any equipment, motors or parts provided to Buyer pursuant to this invoice to the extent Buyer remains obligated to Vincent Electric for payment hereunder. In the event of Buyer's non-payment of any amounts owed Vincent Electric hereunder within 30 days following completion of the workm sale of motors or parts and the invoicing to Buyer, Vincent Electric may upon 7 days written notice by certified mail to the Buyer at the Buyer's last known address, foreclose upon such lien and security interest and take possession of such equipment, motors or parts whether from such Buyer or third party transferee of the same.

## ATTORNEY-IN-FACT

Buyer hereby appoints Vincent Electric or its agents as its "Attorney-In-Fact" with regard to the execution and filing of such notices and statements, including without limitation, UCC-1 filings with the Sate or country, necessary to perfect Vincent Electric's security interest (in Vincent Electric's sole discretion) in any equipment, motors, parts, services, repairs or modifications provided to Buyer hereunder, including proceeds thereof, for which the buyer remains obligated to Vincent Electric for payment.

## INTERPRETATION

Should any term or provision contained in this Agreement or invoice be invalid under applicable law, the Agreement or invoice shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared herein.

## WARRANTY

All repair, inspection, test, modification or maintenance serviced by Vincent Electric is warranted to be free from defects of material and workmanship and to conform to any applicable drawings, specifications, or written documents approved by Vincent Electric for a period of time as follows:

a)	Reconditioned	90 Days
b)	Rebuilt	90 Days
c)	Rewound and Rebuilt	1 Year

The above warranties shall be based on such equipment operating with competent supervision under normal load, usage, and conditions. If within the period specified above, Vincent Electric receives from the Buyer written notice of any alleged defect or non-conformity with this warranty (the buyer having provided Vincent Electric reasonable opportunity to perform any appropriate test thereon) Vincent Electric will, at its option, correct such nonconformity or supply a replacement thereof. This warranty shall only apply to parts repaired or repaired by Vincent Electric. Vincent Electric shall have the right to require the Buyer to deliver any apparatus covered by this warranty to a designated service center and the Buyer shall pay both in-bound and out-bound transportation costs.

## PARTS AND SALES WARRANTY

Buyer is limited to any and all warranties and applicable periods available to the Buyer from the manufacturer of such part or new equipment, motor or apparatus sold by Vincent Electric.

## EXCLUSIVE WARRANTY

THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE A;; PTJER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VINCENT ELECTRIC BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS, DAMAGE OR EXPENSE OF ANY KIND, INCLUDING LOSS OF PROFITS ARISING IN CONNECTION WITH THIS AGREEMENT OR WITH THE USE OF OR INABILITY TO USE THE SERVICES FURNISHED UNDER THIS AGREEMENT. VINCENT ELECTRIC DOES NOT WARRANT THE DESIGN OF ANY EQUIPMENT, MATERIAL, COMPONENTS OR SERVICES OF OTHERS.

## ATTORNEY'S FEES AND COLLECTION COSTS

Upon Buyer's failure to timely pay this invoice when due, Buyer agrees to pay any and all costs and fees related to Vincent Electric's collection of amounts owed hereunder, including without limitation, reasonable attorney's fees and costs, if any.

## LIMITATION OF LIABILITY

Vincent Electric shall not be liable for any loss, claim, expense or damage cause by, contributed to or arising out of the acts of Buyer or third parties, whether negligent or otherwise. In no event shall Vincent Electric's liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim , whether based in contract, warranty, or tort (including negligence).

## FORUM AND APPLICABLE LAW

Any suit or proceeding to enforce the terms of this Agreement or invoice shall be brought in the courts of Alameda County, California. This Agreement shall be governed by the laws of California.