



E.E.U., Inc.
Electrical Equipment Upgrading
Engineering and Technical Services

21 Telfair Place
(912) 232-7402/fax: 233-4355

P.O. Box 502
Savannah, GA 31402

PRICE POLICY AND CONDITIONS OF SALE

The sale of any service and/or incidental goods ordered by the Customer is expressly conditioned upon the terms and conditions mentioned here. Any additional or different terms and conditions set forth in the Customer's purchase order or similar communication are objected to and will not be binding upon E.E.U., Inc.. Authorization to proceed by the customer, whether written or oral, to furnish services and/or incidental goods will constitute acceptance of these terms and conditions.

(1) TERMS OF PAYMENT:

Net cash within forty five (45) days from the date of shipment (UNLESS OTHERWISE INDICATED). Payments outside forty five (45) days or negotiated terms will be accessed 1 1/2 % total billing per month. The Corporation reserves the right in its sole discretion, to suspend and change the terms of payment any time if doubt should arise as to financial condition or responsibility of the Purchaser.

(2) DELIVERY:

All prices are F.O.B. point of shipment, transportation prepaid and allowed or prepaid and billed to Customer's account as specified. Title to pass to Purchaser at point of shipment unless otherwise stated. Method of shipment, point of origin, and routing will be determined by the Corporation to minimize transportation expense. If Purchaser specifies any different method of routing of shipment, any additional expense will be paid by the Purchaser. No allowance will be made in lieu of transportation expense if Purchaser accepts delivery at factory or warehouses. Purchaser assumes all risk of loss or damage after the apparatus is delivered to the point of shipment.

The Corporation shall not be liable for delay in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation; truck shortages, and the inability due to causes beyond its reasonable control to obtain necessary labor, materials, or manufacturing/repair facilities, nor in any event for consequential damages. In event of any such delays, the date of delivery shall be extended for a period equal to the time lost be reason of the delay.

(3) ACCEPTANCE OF ORDER(S):

Should Purchaser's order include terms, conditions, changes, or additions to specifications not included in the Corporation's quotation or proposal, whether written or

oral, Corporation's acceptance or acknowledgment of the order shall not be deemed a waiver of the Corporation's rights to make additional charges for same.

(4) TAXES:

Prices do not include sales, use, excise, or similar taxes. Import duties and brokerage fees are also not included. All such taxes are for the account of Purchaser and will be added to the prices where applicable.

(5) SPECIAL TESTING:

If witness or other tests are required by Purchaser different from normal routine of Corporation, upon notice to Purchaser any additional expense for the same incurred by Corporation are for the account of Purchaser and will be added to the prices where applicable.

(6) WARRANTY:

E.E.U., Inc. warrants that any such electrical and/or mechanical equipment, services, engineering, or goods sold. The Corporation agrees to correct, by repair or replacement, at Corporations option. F.O.B., Savannah, Georgia, within a period of one (1) year from date of shipment, provided that the equipment is not overloaded or subjected to abnormal conditions, and are properly protected. The Corporation will not, however, be liable for any expenses incurred in returning any such equipment, or part-or parts thereof, to and from EEU, Inc, Savannah, GA, or for consequential damage. Equipment sold "AS IS" carries NO warranty. Any other equipment, whether reconditioned, basic clean-up, etc., will note its specific warranty or no warranty at time of quoting.

NO warranty is given FOR CLEAN UP AND/OR INSPECTION WORK.

"NEW" products sold are subject to manufacturer's warranty.

(7) CANCELLATION:

Any order or contract may be cancelled by the Purchaser only upon payment of reasonable charges based upon expenses already incurred and commitments made by the Corporation.

(8) CONTINGENCY CLAUSE:

In the event any additional electrical and/or mechanical defects are discovered during the course of repairs, these repairs will be invoiced in addition to the above quoted price(s). Prior to additional work being performed customer will be notified of cost and approval from customer will be obtained.

(9) GENERAL:

- (A)** E.E.U., Inc. reserves the right to subcontract any of the work to subcontractors of its choice.
- (B)** E.E.U., Inc. will provide one (1) paper copy of reports and will provide an electronic copy upon request. Additional paper copies may be provided for an additional cost.
- (C)** E.E.U., Inc. shall comply with all state and federal laws, including but not limited to Fair LABOR Standards Act of 1938, as amended, and OSHA (occupational safety health act) laws.