

Signature of Proposal, Sales Agreement or receipt of Purchase Order binds client to the following terms and conditions. Any federal, state, or other special terms with re|DISTRICT. supersede these terms and conditions where applicable.

PRICES

Prices quoted are good for 30 days from the date of proposal unless otherwise stated.

TERMS

New customers without credit approval are required to pay 100% at order placement. Once credit approval is established, the following terms apply: all orders over \$10,000 require a 50% deposit or a credit card paid in full as applicable; Balance due in full Net 15 days

Note: Any default of these terms may lead to full payment with order. When a punch list is established, customer is responsible for paying a minimum of 90% of the total invoice or an agreed upon percentage based on the value of the punch list. At completion of the punch list the customer is responsible for the remaining balance within 15 days. Credit card payments will be charged 100% with order placement.

PURCHASE ORDERS

Original copies of purchase orders should be sent to re|DISTRICT,--not to the manufacturer. re|DISTRICT address and fax number are printed on all quote cover sheets.

PAYMENTS

A fee of 1% per month will apply to all past due balances in excess of 30 days unless other terms supersede. Should collection fees be incurred as a result of delinquent payment, buyer shall be responsible to bear those fees.

QUICKSHIP ORDERS/SPECIAL ORDERS

Quick ship and special orders are not cancelable and non-refundable. Additional deposits may be required in the case of custom products or special materials that must be purchased in advance.

ORDER CHANGES/CANCELLATIONS

ALL SALES ARE FINAL ONCE SIGNED PROPOSAL/SALES AGREEMENT OR PURCHASE ORDER HAS BEEN RECEIVED.

Any modification to final product proposal requires the generation of a new signed proposal. Customer is responsible for all manufacturer cancellation/change penalties.

DELAYS/STORAGE

If delivery cannot be made as scheduled (due to conditions imposed by the customer) buyer will pay any applicable warehousing and redelivery charges. Product will be invoiced according to original schedule and payment terms. The product will be made available for inspection at the designated storage facility. Payment is due 15 days from placement of product into storage.

DELIVERY/INSTALL

Delivery Only: re|DISTRICT receives and delivers the product to the buyer's location unassembled. Installation: re|DISTRICT receives, delivers and installs the product at the final location. It is the buyer's responsibility to have a company representative on site for inspection of the delivered items and signature of the delivery documents. The seller relinquishes responsibility of the product to the buyer at the time of delivery.

DROP SHIP DELIVERIES/CUSTOMER PICK-UP

Drop Ship: Product is directly shipped from the factory to the buyer's location. It is the buyer's responsibility to inspect the delivered items immediately upon receipt and to note any damage on the bill of lading. In the case of drop shipment, the buyer is solely responsible to file any freight claims if appropriate. Damage claims must be filed with the freight company within the terms of the bill of lading. Customer Pick-up: Customer is responsible to pick up product from one of our office locations during normal business hours.

DAMAGES/CLAIMS

After arrival at job site, any loss or damages by weather, other trades or buyers' personnel shall be the responsibility of the buyer. Buyer must notify seller, in writing, of any claim for damages to goods within 3 days of delivery. In the event of damages the seller reserves the right to repair damaged product to the customer's satisfaction or replace the item as appropriate.

WARRANTY

Seller makes no warranties either expressed or implied beyond those offered by the manufacturer(s). It is the seller's intent to honor and execute any applicable warranties based on the manufacturers' stated program.

APPLICABLE LAW AND DISPUTES.

Any disputes arising out of the formation or performance of the Proposal shall be governed by the laws of the Commonwealth of Virginia. Unless otherwise consented to in writing by the Seller, no legal proceeding against the Seller may be instituted by the Buyer or its assigns except in the city of Arlington, Virginia. Seller will not be held responsible for delays not within their control, such as floods, strikes, lockouts, etc.