

**STANDARD TERMS AND CONDITIONS OF  
MARTIN'S ELECTRICAL SERVICE LLC**

**Tamaqua PA 18252**  
Effective November 29, 2012

This offer and all of the goods and sales of Martin's Electrical Service LLC are subject only to the following terms and conditions. **The authorization of any order for goods or services, verbally or written, are based on the express condition that the Buyer agrees to all the terms and conditions herein contained.** Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Martin's Electrical Service LLC. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to conflicts of laws principles.

**PAYMENT**

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 2% per month and will apply only on any past-due balance. Martin's Electrical Service LLC does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative at our Tamaqua, PA office.

**DURATION OF QUOTATION**

This proposal of Martin's Electrical Service LLC shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

**SHIPMENT**

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Martin's Electrical Service LLC shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Martin's Electrical Service LLC, Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

**TITLE AND RISK OF LOSS**

All prices and all shipments of goods are F.O.B. Martin's Electrical Service LLC plant at Tamaqua, PA unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

**TAXES**

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Martin's Electrical Service LLC is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Martin's Electrical Service LLC is required to pay.

**INSURANCE**

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

**SECURITY**

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Martin's Electrical Service LLC or Martin's Electrical Service LLC otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Martin's Electrical Service LLC reserves the right to require payment in advance or security or guarantee satisfactory to Martin's Electrical Service LLC of payment in full of the purchase price.

**LIMITATION OF ACTION**

No action shall be brought against Martin's Electrical Service LLC for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Martin's Electrical Service LLC of any claim of breach of contract within 30 days after the discovery thereof.

**CANCELLATION CLAUSE**

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Martin's Electrical Service LLC nor may it be cancelled except by prior payment to Martin's Electrical Service LLC the following sums as liquidated damages; 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Martin's Electrical Service LLC for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Martin's Electrical Service LLC for any materials or component parts, a sum equal to the total of the direct out of pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Martin's Electrical Service LLC. In the event any items are used by Martin's Electrical Service LLC, to fill a subsequent order, then upon receipt of payment for such order, Martin's Electrical Service LLC shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

**PROPRIETARY INFORMATION**

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Martin's Electrical Service LLC to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer shall remain the property of Martin's Electrical Service LLC and shall not be disclosed or otherwise used to the disadvantage or detriment of Martin's Electrical Service LLC in any manner.

**QUALIFIED ACCEPTANCE AND INDEMNITY**

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Martin's Electrical Service LLC shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Martin's Electrical Service LLC conform to this Proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Martin's Electrical Service LLC may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Martin's Electrical Service LLC elects to modify this proposal to conform to the requirements for approval by any third party, Martin's Electrical Service LLC in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Martin's Electrical Service LLC conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Martin's Electrical Service LLC from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

**WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER**

**In return for purchase and full payment for Martin's Electrical Service LLC goods, we warrant new or repaired items provided by us to be free from defects in materials and workmanship under normal condition and use for a period of ONE YEAR from the date the goods are put into service, or EIGHTEEN months from date of shipment (whichever first occurs). OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED** to replacing or repairing (at our facility at Tamaqua, PA) any part or parts returned to our facility with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our facility, Buyer shall notify Martin's Electrical Service LLC of claimed defect, and Martin's Electrical Service LLC shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our facility for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Tamaqua, PA. This warranty shall not apply to any goods or part which has been repaired or altered outside our facility, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. **Our warranty on accessories and/or component parts not manufactured or repaired by us is expressly limited to that of the manufacturer thereof.**

**THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.**

**UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL MARTIN'S ELECTRICAL SERVICE LLC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: MARTIN'S ELECTRICAL SERVICE LLC TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.**