



2500 EVERGREEN AVENUE  
JACKSONVILLE, FL 32206  
904-353-3694 OFFICE  
904-632-2473 FAX  
WWW.BERMANBROS.COM

TERMS AND CONDITIONS OF SALE

THE RECEIPT BY THE BUYER OF GOODS SOLD BY SELLER TO THE BUYER CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE AS WELL AS SUPPLEMENTING THE TERMS AND CONDITIONS OF BUYER'S CREDIT APPLICATION

(1) TAXES: The prices agreed on are subject to any addition of any federal, state or other tax imposed by any present or future law upon the sale of this material or upon this subject matter and any such addition, if any, shall be paid by Buyer.

(2) TERMS OF PAYMENT: Subject to the terms hereof, payment shall be due within 30 days from the date of each invoice unless other terms have been previously approved in writing by Seller's authorized representative. Buyer agrees to make any and all payments in accordance with the terms and provisions of this contract, or any contract of which this agreement is a part, and all payments shall bear interest after the due date at the rate of eighteen percent, per annum or the highest rate permitted by law, until paid. If Buyer shall fail to make any payment due as so required, Seller in addition to its other rights and remedies, but not in limitation thereof, may, defer further shipments or deliveries under the contract or under any other contract with the Buyer, until payment is made.

Shipments and deliveries shall at all times be subject to approval of Seller, but in the event Seller shall have any reasonable doubt as to prompt payment Seller may decline to make shipments or deliveries under the contract or under any other contract with the Buyer.

(3) CREDIT APPROVAL: Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's Credit Department. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department.

(4) COLLECTION: Buyer agrees to pay Seller's cost of collecting money owed by buyer to seller, including out of pocket expenses and attorney's fees whether suit be brought or not including post judgment, appeal, and bankruptcy proceedings which shall not be less than 15% of the amount owed or reasonable attorneys fee whichever is greater.

(5) LITIGATION: Buyer agrees to waive trial by jury, and agrees that venue for all legal disputes will be in a court of competent jurisdiction in Jacksonville, Duval County, Florida as selected by the Seller.

(6) ACCEPTANCE AND MODIFICATION: It is stipulated and agreed that the delivery of the goods by the Seller to any carrier or to the Buyer and the acceptance of such goods by the Buyer shall be and constitute an acceptance by the buyer of the terms and conditions set forth above. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way modifying or changing the provisions stated herein shall be binding upon the Seller unless hereafter made in writing and signed by its authorized office representative.

(7) DELIVERY AND RISK: Delivery of goods by Seller to carrier shall constitute delivery thereof to Buyer and risk of loss shall pass to Buyer at such time. Claims for damage to or loss of material in transit shall be filed by Buyer direct with carrier.

(8) SHORTAGES OR DAMAGED MATERIAL: Any alleged shortage or damaged material received under this agreement must be reported in writing by the Buyer to the Seller within 10 days of receipt of the material. In the event that no such notice is given, it will be conclusively presumed that no shortages or damages exist.

(9) FORCE MAJEURE: Seller shall not be liable for damages of any kind, liquidated or unliquidated, on account of failure to meet shipping schedules or for any delay in delivery caused by any fire, flood, or other casualty, war, riot or civil commotion, embargo, governmental regulations, strike, labor trouble, difference with workmen, delay in transportation, accident or other contingency beyond Seller's reasonable control. In the event of delay to any such causes Buyer may, subject to consent previously obtained from the Seller, cancel the agreement with respect to the goods not manufactured or in process of manufacture at the time Buyer's request to cancel reaches Seller's office.

(10) NO WARRANTY IF GOODS ARE MODIFIED OR MISTREATED: No warranty shall apply to any goods which are modified, changed in design or function, improperly installed, altered or repaired, misused or abused or operated beyond design capabilities.

(11) FAIR LABOR STANDARDS: Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1983, as amended.

(12) GUARANTEE OF PAYMENT: Anyone signing for the goods delivered by seller to buyer and receiving same unconditionally and without reservation agrees to be jointly and severally liable with buyer for the purchase price of such goods and waives, presentment, demand, protest, and notice of dishonor.