

LOWRY ELECTRICAL

1364 Industrial Drive Suite D. New Braunfels, TX 78130
PHONE: (830) 237-6219 TECL# 22830

GENERAL TERMS AND CONDITIONS

Any goods or services provided by Lowry Enterprises, Inc. d/b/a Lowry Electrical are provided conditioned upon and in accordance with the terms and conditions contained herein. Customer agrees and promises to pay for such services and goods as invoiced by Lowry Electrical.

Governing Terms. By requesting a quote, an estimate, establishing a line of credit, placing an order, or accepting products or services from Lowry Electrical (“Seller”), you acknowledge and agree that all goods and services provided by or on behalf of Seller to you and/or your subsidiaries or affiliates (collectively, “Customer”) shall be governed exclusively by these Terms and Conditions of Sale (“T&Cs”), which shall control regardless of any additional or conflicting legal terms and/or conditions contained on or referenced in any quotation, order, acknowledgement, invoice, website, release, correspondence, request, proposal, or other document or form issued by or on behalf of Customer, including, but not limited to, at any time in the course of dealing or performance, all of which are hereby rejected and deemed void and of no force or effect. Seller’s acknowledgment and/or acceptance of an order shall not be deemed an acceptance of any such other terms and/or conditions or a waiver of the provisions hereof; instead, these T&Cs may only be modified, waived, supplemented, or superseded with the express prior written consent of an authorized officer of Seller (i.e., with title of Vice President or President). Notwithstanding the foregoing, Seller reserves the right, in its sole discretion, to periodically revise these T&Cs without notice. Seller reserves the right to accept or reject any order.

Payment Terms. Payment for all amounts due hereunder shall be Due Upon Receipt, unless terms of Net Thirty (30) days from date of invoice (the “Payment Date”) have been otherwise expressly agreed to by Seller and Customer in writing. However, Seller may, in its sole discretion, require full payment in cash before order entry, shipment, or delivery. Payments not received when due will be subject to a late fee of 1.5%, or the maximum lawful rate, whichever is lower, of the outstanding invoice balance for each 30-day period or portion thereof past due. All costs of collecting monies due from Customer, including, but not limited to, legal expenses, legal interest, attorneys’ fees and collectors’ expenses shall be paid by Customer to

Seller upon demand.

Quoted Prices/Estimates. Prices quoted or estimates provided are valid for 15 days from date created unless otherwise specified or terminated earlier. Any estimate is only a good faith estimate and does not reflect the actual price. Products containing commodity materials (copper, steel, aluminum, resin, etc.) are subject to increase if the commodity price has changed between the quotation or estimate date and the order date. Prices and other information shown in any of Seller’s catalogs, brochures and websites (including those of its suppliers) are subject to change without notice and to confirmation by specific quotation. Those publications are not offers to sell and are maintained only as a source of general information. Time and material services will be provided in accordance with Seller’s (or the related service provider’s) published service rates (including applicable overtime and travel expenses) and supplemental terms and conditions in effect as of the date the services are provided, unless otherwise confirmed by Seller’s written quotation or order acknowledgment.

Third-party Charges. Any third-party charges incurred at the Customer’s request or for the customer’s benefit will have a reasonable surcharge applied, with the minimum surcharge being \$25.00. These terms and conditions will apply to any third-party services or goods obtained by Seller at the Customer’s request or for the benefit of Customer.

Warranty and Warranty Exclusion. Seller warrants that services will be performed, and goods provided in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances. Seller does not warrant that its services or goods will perform as anticipated or desired by Customer and Customer assumes all risk and liability whatsoever resulting from the use thereof, whether used singly or in combination with other machines, tools, or equipment.

SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY

AND FITNESS FOR PURPOSE) ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THIS AGREEMENT. NO PERFORMANCE, DELIVERABLE, ORAL OR OTHER INFORMATION, OPINION, OR ADVICE PROVIDED BY SELLER (INCLUDING ITS AGENTS, SUB-CONTRACTORS, EMPLOYEES OR OTHER REPRESENTATIVES) WILL CREATE A WARRANTY OR OTHERWISE INCREASE THE SCOPE OF ANY WARRANTY PROVIDED.

INDEMNITY. CUSTOMER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, SUITS, CIVIL AND OTHER LIABILITY AND EXPENSES (INCLUDING, BUT NOT LIMITED TO INVESTIGATION, ATTORNEY FEES AND LEGAL EXPENSES) ARISING OUT OF ANY CLAIM FOR LOSS OF OR DAMAGE TO PROPERTY, INCLUDING SELLER'S PROPERTY, INJURIES TO OR DEATH OF PERSONS, INCLUDING CUSTOMER'S OR SELLER'S EMPLOYEES, AND VIOLATION OF ANY LAW OR REGULATION CAUSED BY OR RESULTING FROM CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT OR VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS BY CUSTOMER, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS.

Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL OR OTHER DAMAGES, NOR FOR LOSS OF ANTICIPATED PROFITS, LOSS OF PRODUCTION, DAMAGE TO FORMATION, DAMAGE TO WELL OR WELLBORE, NOR FOR LOSS OF OR USE OF ANY EQUIPMENT, INSTALLATION, SYSTEM, OR OPERATION. THIS LIMITATION ON SELLER'S LIABILITY SHALL APPLY TO ANY LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THE SERVICES OR GOODS, WHETHER BASED ON NEGLIGENCE, CONTRACT, WARRANTY, REPRESENTATION, STRICT LIABILITY, FAILURE OF OR DELAY IN DELIVERY OR OTHERWISE.

Sole Agreement and Severability. These terms and conditions (and Customer's most recent credit application, if any) constitutes the entire understanding among the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. Any contrary terms are rejected. The invalidity or unenforceability in whole or in part of any part of any provision of these terms and conditions shall not affect the validity of the remainder. Any provision of held invalid or unenforceable only in part or in degree will remain in full force and effect to the extent not held invalid or unenforceable.

Texas Law. This Agreement and any disputes, controversies or claims arising hereunder, shall be governed by and resolved in accordance with the laws of the State of Texas

Place of Payment. Customer agrees to make all payments, perform its payment obligation, at Seller's place of business at the New Braunfels, Texas office of Lowry Electrical, 1364 Industrial Drive, Ste. D, New Braunfels, Comal County, Texas 78130. Customer consents to jurisdiction and venue for any dispute arising from or related in any way to the services or goods provided by Seller, in the state courts located in Comal County, Texas.