



# PROPOSAL

**Electrical Contractors, Inc.**

621 Hanover Pike

Hampstead, MD 21074

Phone: 410-239-9680

Fax: 410-239-9684

## TERMS and CONDITIONS

- 1) All goods and/or services sold by Reed and Thomas Electrical Contractors, Inc. ("RTEC") to Customer and all purchase orders placed by Customer for such goods and/or services are subject to these Terms and Conditions. Customer agrees that the Terms and Conditions of any purchase order which are any way inconsistent with or in addition to these Terms and Conditions shall not be binding upon RTEC and shall be considered inapplicable to this transaction unless expressly agreed to in writing by an authorized officer of RTEC.
- 2) Unless otherwise specified above hereof, payment is due upon RTEC's completion of each order, less retainage if specified. Late payment shall constitute a default of this Agreement and shall be subject to a late charge at a rate equal to one and one-half percent (1 and 1/2%) per month multiplied by the amount which is in arrears. If collection efforts are commenced to enforce Customer's performance, Customer shall reimburse RTEC for all costs and expenses associated with said enforcement, including attorneys' fees.
- 3) Unless otherwise specified in an agreement signed by an authorized officer of RTEC, RTEC shall provide a one year warranty on all labor performed pursuant to this Agreement. RTEC shall further take all steps necessary to pass through any manufacturer's warranties on products or materials utilized by RTEC in the completion of its scope of work. RTEC shall not, however, extend any warranties beyond those expressly stated herein, and expressly disclaims any warranties of merchantability or fitness for a particular purpose.
- 4) Customer's sole remedy for any claim arising out of any work performed or materials supplied by RTEC to any project shall be a refund of monies paid by Customer to RTEC for said materials and/or labor. Customer expressly waives its right to claim consequential or incidental damages.
- 5) Customer indemnifies and holds RTEC, its officers, directors and managing agents harmless from any and all actions, civil or criminal, claims, liabilities and losses, including RTEC's attorneys' fees, arising out of the provision of any work or materials purchased hereunder, unless said damages arise solely from RTEC's negligence.
- 6) Customer agrees that the obligations specified herein shall not be impaired, modified, changed, released or limited in any manner whatsoever by impairment, modification, release or limitation of liability of Customer or its estate by reason of the commencement of any case or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, relief of debtors or seeking appointment of a receiver, trustee, custodian or similar official for all or part of its property.
- 7) Parties expressly agree that exclusive jurisdiction for any claims, causes of action, or disputes arising hereunder shall reside in a Court of competent jurisdiction in Carroll County. Accordingly, the parties expressly waive any right which may exist to transfer any cases existing between the parties hereunder to a different venue without the express written consent of the non-moving party.
- 8) This agreement shall be binding upon and inure to the benefit of RTEC and Customer and their respective personal representatives, successors and assigns and represents the exclusive agreement existing between the parties hereto.
- 9) The waiver or acquiescence by RTEC of strict compliance with any term or condition hereof shall not constitute a waiver of any subsequent default or failure.