

Seller offers to sell goods to Buyer based on the terms and conditions set forth herein, together with any special attachments hereby incorporated by reference and constituting the entire agreement between parties. Said terms and conditions may not be varied, and no modification or addition to them shall be of any force or effect, unless made by or specifically by the Seller in writing. Unless otherwise stated, prices offered are firm for a period of 30 days from date of the quotation, and will be invoiced at the prices stated in the quotation, and are subsequently subject to increase in prices of any of these goods by seller's suppliers.

Buyer's acceptance for all quotations or the sale of products on Buyer's purchase order form, acknowledgement, or other form, that includes printed terms and conditions used to order goods from Seller shall be for convenience only and shall be evidence of Buyer's unconditional agreement to the Seller's terms and conditions, and shall not be binding upon the Seller unless specifically agreed to in writing by Seller. If any conflict exists between the Seller's terms and conditions and Buyer's form, the Seller's terms and conditions stated herein shall apply. If Buyer's credit has not been established, three commercial references and one bank reference shall accompany the first order.

**DELIVERY:**

Time for delivery shall not be the essence of the agreement. Seller shall make best efforts to meet proposed shipment for delivery dates. Seller shall notify customer of a delay, in accordance with the UCC. Seller shall not be liable to Buyer or any third party for any loss, damage, or expense from any delay or failure or performance due to any cause beyond the control of Seller, including, but not limited to, fire, strike, accident, war conditions, government regulation or restriction, shortages in transportation, power, labor or material, freight embargo, riot, or civil commotion, default of the supplier, or prohibitions or events which render performance difficult or impossible.

**PAYMENT:**

Buyer agrees to make payment within Seller's terms of payment as stated on the face hereof, or Buyer will be subject to and responsible for charges of 1-1/2% or 18% per annum on Past Due accounts. In the event legal action or any proceedings become necessary to enforce the terms set forth herein, or to collect the amounts set forth, the Buyer shall reimburse the Seller for all such costs and expenses, including but not limited to reasonable attorney's fees.

**TITLE AND DELIVERY:**

Unless stated to the contrary on the face hereof, all goods furnished hereunder will be shipped F.O.B. point of shipment, and title and risk in the goods shall pass to the Buyer upon Seller's delivery of the carrier at the point of shipment. Any freight allowance which Seller may grant based upon dollar value of a shipment, or upon the type of goods involved, shall be construed solely as a price term and not as a delivery term.

**ERRORS:**

Typographical and/or mathematical errors made by Seller in quotation, acknowledgements or invoices are subject to correction. Buyer shall notify Seller in writing of any claim of error in quantity shipped within 10 days after receipt of the goods.

**CHANGES AND CANCELLATIONS:**

Cancellation, suspension, or variation of the order shall be valid only with the consent and upon terms agreed to by the Seller in writing. In the event of such agreement Buyer shall pay to Seller any cancellation, or other charges or expenses, including loss of profit, as compensation for all loss incurred as a result of cancellation.

**WARRANTY AND DISCLAIMER:**

The goods described herein are warranted to be free from defects of workmanship and material unless sold on an AS-IS basis.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE OF THE MANUFACTURER OR THE DESCRIPTION ON THE FACE HEREOF, AND THE SELLER SPECIFICALLY EXCLUDES ANY OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. THE WARRANTY CONTAINED IN THIS PARAGRAPH AS LIMITED IN IT, IS THE ONLY WARRANTY EXTENDED BY THE SELLER IN CONNECTION WITH ANY SALE BY IT AND IS EXTENDED TO THE IMMEDIATE BUYER ONLY AND NOT TO ANY SUCCESSIVE BUYERS, USERS, THIRD PARTIES, OR EMPLOYEE.

**REMEDIES:**

Upon breach of warranty or other provision, the Seller's obligations expressly limited, at the sole option of the Seller, to repair or replace defective goods, or credit the purchase price for goods, which upon examination by Seller, or its representatives shall prove to have defects in workmanship and/or materials under ordinary and normal use.

**LIMITATION OF DAMAGES:**

In no event shall Seller have any liability whatsoever for payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits.

**BUYER RESPONSIBILITY INDEMNITY:**

- a) Buyer assumes and shall bear sole responsibility for providing adequate and efficient safe ground, work handling tools, and safety devices necessary to provide a safe workplace and to protect fully all personnel from bodily injury or death which otherwise may result from the use, operation, setup or maintenance of the goods, including safeguards to prevent any release of liquid into the environment Compliance with the Occupational Safety and Health Act and the regulations adopted under it and with other prevailing federal, state, and local codes and industry-accepted standards is the responsibility of Buyer. Seller shall bear no responsibility whatsoever for the failure of Buyer to order, install, or use safeguards, work-handling tools; or safety devices. Buyer shall establish, and require all persons who, operate, set up, or maintain the goods to use all proper and safe operating procedures, including, but not limited to, procedures set forth in any manuals or instruction sheets relating to the goods. Buyer shall not remove or modify any devices, warning signs, or manuals furnished with or installed upon or attached to the goods.
- b) Buyer releases all actions (including, but not limited to, any action for injury to or death of any person or damage to property arising out of the manufacture, sale, use, or operation of the goods) which Buyer may have at any time against Seller or its agents or employees.

Buyer agrees to indemnify and hold harmless Seller and its agents and employees of, from and against any and all loss, damage, expense (including reasonable attorney's fees), claims, suits, or liability which Seller or any of its agents or employees may sustain or incur at any time, for or by reason of any injury to or death of any person or damage to any property, or release of liquid into the environment arising out of any claimed or actual breach by Buyer of Buyer's undertaking under BUYER RESPONSIBILITY INDEMNITY or any acts primarily attributable to the conduct of Buyer or its employees and agents including but not limited to the negligence or reckless conduct of Buyer's employees or agents, Buyer's maintenance of the goods, Buyer's addition to or modification of the goods, or Buyer's use of the goods in an inappropriate manner.

- c) Buyer shall notify Seller promptly, in writing, and in all events within ten (10) days after its occurrence, of any accident or malfunction involving any goods which results in injury to death of persons, including Buyer's agents and employees or damage to property, including Buyer's property or of a release of liquid into environment Buyer shall cooperate fully with Seller in investigating and determining the cause of any such accident or malfunction.

**MORE CLAUSES:**

Applicable Law – These terms and conditions shall be governed and construed in accordance with the laws of Duval county, state of Florida.

Successors – Seller's quotation and these terms and conditions shall inure to the benefit of and be binding upon the successor's of the parties to them.

Limitation Of Action – Any action or suit against Seller arising in any way from the quotation, the Terms and Conditions, or with respect to the goods must be commenced within one (1) year after the cause of action has occurred.

Severability – The invalidity of any of the terms and conditions provided herein shall not invalidate the remaining valid terms and conditions which shall remain in full force and effect.

Whole Agreement – Quotations and all the terms and conditions, and warranties incorporated herein are the final, complete, and exclusive expression of the parties agreement and all previous oral or written communications and excluded, except if incorporated by reference herein. In the event that any legal proceeding is necessary to enforce the terms and conditions of the agreement the prevailing party shall be entitled to recover as part of its damages, all resulting costs and expenses including reasonable attorney's fees and court costs.

Arbitration – Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. To expedite the procedure the AAA will appoint an arbitrator to hear and decide the dispute without submitting lists or arbitrator candidates to the parties.

Costs – In the event any action shall be brought to enforce the performance of this agreement, the prevailing party shall be entitled to recover from the other party, as part of the other party's costs and expenses, reasonable attorney's fees.

Waiver – No waiver of performance required by Buyer shall be valid unless in writing by Seller or his representative. No waiver of specific action shall be construed as a waiver of future performance.

**RETURNED GOODS POLICY:**

Our return policy is intended for timely processing of returns and issuance of credit to our customers. Failure to adhere to these guidelines may result in delays or loss of credit. All returns will require a written Return Goods Authorization (RGA) from AEP. All returns should be sent to our AEP Factory, along with a copy of the RGA and the RGA# should be written on the outside of all boxes. Under no circumstances should any items be returned directly to the manufacturer or other party unless prior written authorization is obtained from AEP.

To obtain authorization for a return, a customer should send a list of items to be returned to AEP's finance office. The list can be sent to our fax (904) 355-9685 or e-mail [lisa@aep-inc.net](mailto:lisa@aep-inc.net). Once the list is granted a confirmation and Return Goods Authorization number, the customer should proceed with returning the goods to the factory at: 1625 Jessie Street, Jacksonville, FL 32206.

**RETURNS TO STOCK:**

1. Items should not be returned without prior authorization from AEP.
2. In the case of an error on the part of AEP, items will be accepted back within 30 days of shipment for full credit.
3. AEP will accept a return of regularly stocked items up to 10% of the amount of each invoice without a restocking charge. This is intended to allow our customers a slight overage on materials such as pipe and fittings on construction orders. However, all items returned must be clean, undamaged, and in original packaging. Also, pipe will only be accepted in full lengths. This allowance will not apply to custom ordered items or repair parts.
4. Return of all items will be at the discretion of AEP and, if accepted for return, will be subject to restocking charges to cover costs incurred by AEP, including factory restocking charges and processing costs. The standard restocking charge will be 25%, but may be higher due to certain vendor return policies.
5. Credit for returns will be held on account for future purchases for no less than 190 days. After such time, the customer may apply in writing for a refund of the credit amount less any applicable administrative charges.
6. To receive credit, items being returned should be returned within 12 months from original order date.

**DAMAGE OR LOSS IN SHIPMENT:**

1. It is the customer's responsibility to inspect shipments upon delivery and note any damage in writing on the bill of lading at the time of delivery. The customer should also notify AEP immediately upon receiving a damaged shipment to arrange for a replacement.
2. The customer should confirm that the number of boxes received matches the bill of lading at the time of delivery. Shortages due to a loss by the carrier cannot be rectified if not noted by recipient at the time of delivery.
3. The customer should inspect all items for concealed damage and loss within 3 days of receiving the shipment and notify AEP if any such damage or loss is noted.
4. No damaged materials should be returned to AEP without prior authorization. Such items will often need to be held for inspection by the freight company at the location where received.