

Havtech Parts Division LLC

9505 Berger Road
Columbia MD 21046

Bill To: S&S Mechanical
625 Monroe Street NE
Washington, DC 20017

Ship To: S&S Mechanical
625 Monroe Street NE
Washington, DC 20017

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date
N/A	SSME001		BEST WAY	Net 30	0/0/0000
Item Number	Description	UOM	Quantity	Unit Price	Ext. Price
PA1620	MOTOR SINGLE SHAFT 1/15HP 1050 RPM 115V	EACH	1	\$268.05	\$268.05

*** Quote excludes sales tax and freight - amounts to be calculated at time of invoicing ***
*** Quote valid for 30 days from date ***

Subtotal \$268.05

**HAVTECH Parts Division, LLC
TERMS AND CONDITIONS OF SALE
HEATING AND AIR CONDITIONING PARTS AND EQUIPMENT**

COMPANY: The "Company" as used herein shall mean HAVTECH Parts Division LLC.

QUOTED ITEMS: The above quote does NOT include items that are not specifically quoted. It is the responsibility of the Purchaser to verify accuracy of products listed, counts or quantities listed, accessories needed, and specifications of product including voltages.

TERMS OF PAYMENT: Terms of payment are subject at all times to prior approval by the Company's credit department. Unless otherwise required by the Company's credit department, payment is due upon tender of delivery. If at any time the financial condition of the Purchaser or other circumstances affecting the credit decision, in the Company's opinion, does not justify continuance of production of products or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. Past due amounts shall bear interest at the highest rate allowed by law.

PRICE POLICY: Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices or increases in labor and material cost.

SHIPPING TERMS: All shipments are F.O.B. factory or F.O.B. Company. Title and risk of loss or damage to Goods will pass to Purchaser upon tender of delivery of the Goods to the carrier at the manufacturer's factory or Company's stock or warehouse. Freight charges are included if so quoted. Shipments will be made via a low cost common carrier; charges for special carrier services requested by the Purchaser shall be paid by the Purchaser. The Company may ship the Goods in one or more lots.

CLAIMS: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, any claims for damage or shortage, in transit must, be filed by Purchaser against carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by Company's bill of lading and factory order numbers.

TAXES: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.

CANCELLATIONS: Orders that are being filled out of Company inventory may be cancelled without charge, provided Company receives written notice of cancellation prior to tender of delivery. After tender of delivery, requests for cancellation shall be subject to the "Returned Goods" clause below. Orders that are being filled by specific Company purchase may be cancelled only if, as and when allowed by the seller.

SHIPMENT & DELIVERY DATES: Any stated shipment and/or delivery dates are estimates only and not guaranteed. In no event will Company be liable for any damages or expenses caused by delays in shipment and/or delivery.

SPECIAL ORDERS: Special orders and/or configured orders are non-cancellable and non-returnable.

PRODUCT CHANGES: In the interest of continuous product improvements, the Company reserves the right to change specification and/or design without incurring obligation.

RETURNED GOODS: Goods normally carried in stock may be returned provided they are in new condition and in the original packaging. Goods that have been installed or are not in the original packaging are not returnable. Special order parts not returnable to the manufacturer may not be returned. All returns are subject to a 20% restocking and handling fee.

SUPPORTING DOCUMENTS: Submittals and O&M manuals shall be submitted in electronic format upon request; no hard copies will be submitted.

DISCLAIMER OF WARRANTY: It is understood and agreed that: (a) Company is an independent distributor and not the manufacturer of the Goods it sells; (b) the only warranties for the Goods are those of the manufacturers of the Goods, which Company agrees to assign to Purchaser; and (c) Company has no independent obligation or liability arising from the manufacturers' warranties. **COMPANY HAS NOT MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES CONCERNING OR RELATED TO THE DESIGN OR CONDITION OF ANY GOODS, THEIR MERCHANTABILITY, AND/OR FITNESS FOR ANY PARTICULAR PURPOSE.** Purchaser is responsible for fulfilling all manufacturer requirements regarding warranty claims, including but not limited to returning the allegedly defective part, advance payment for replacement parts pending evaluation of warranty liability, and payment of shipping costs.

LIMITATION OF LIABILITY: COMPANY'S LIABILITY TO PURCHASER FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR ANY GOODS FURNISHED, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE GOODS.

TERMS OF SALE: Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form of purchase; all such additional or conflicting terms and conditions are hereby rejected by the Company. No waiver alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by a corporate officer of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specification requirements of any project.