

## Lester Electrical

### Sales Terms and Conditions

1. **Order Acceptance:** Lester Electrical (Seller) agrees to sell the Products or provide the Services identified on the Order Acknowledgement subject to these Sales Terms and Conditions. Buyer's purchase order terms (if any) shall not be binding on Seller except to the extent agreed to by Seller in a writing signed by Seller. Buyer shall immediately sign and return the Order Acknowledgement to Seller. Seller shall be under no duty to ship Products or provide Services to Buyer until Seller receives the signed Order Acknowledgement. If Buyer fails to sign and return the Order Acknowledgement, Seller may, at its sole discretion, ship Products or provide Services to Buyer, and Buyer's acceptance of such Products or Services shall be deemed to be Buyer's agreement to be bound by these Sales Terms and Conditions.
2. **Prices and Payment Terms:** Buyer agrees to pay Seller the price(s) shown on the Order Acknowledgement within the Payment Terms from date of invoice specified. Buyer also agrees to pay surcharges (if any) in effect at time of shipment. If Buyer fails to pay any invoice in accordance with its Payment Terms, Buyer agrees to pay interest at the rate of 1.5% per month, or the lawful limit if less, on all amounts past due as well as all costs of collection, which shall include, but not be limited to, reasonable attorney's fees and court costs incurred by Seller. Seller may defer or cancel additional shipments until all past due amounts are received. Seller, at its sole discretion, may change credit and payment terms at any time.
3. **Freight Terms, Title and Risk:** Shipments will be made according to the Freight Terms specified on the Order Acknowledgement. Unless instructed otherwise by Buyer, the point of shipment, carrier and route of shipment are at the discretion of Seller. Title to Products sold F.O.B. Seller's factory or warehouse shall pass to the Buyer upon delivery to carrier. Title on shipments made F.O.B. destination shall pass to Buyer upon arrival at the specified destination. The Buyer assumes all risk of loss to the Products from and after the time at which title passes. Freight charges are the responsibility of the Buyer, unless otherwise agreed to in writing. Based on the type of Products ordered and available shipping methods, Seller may decide to prepay freight charges and add a corresponding amount to the invoice. If so, Buyer agrees to pay such amount.
4. **Taxes:** Buyer shall be responsible for all taxes and duties imposed by any governmental authority upon the production, sale, use or shipment of Products or Services ordered.
5. **Delivery Dates:** Delivery dates specified on the Order Acknowledgement are subject to change and are predicated on conditions existing at the time of order acknowledgement. Seller shall exercise its best efforts to deliver within the time quoted but does not guarantee to do so, and shall not be held responsible for any loss or damage of any kind or nature whatsoever caused by the delay in delivery irrespective of the cause of such delay.
6. **Cancellation:** This order is not subject to cancellation or reduction without Seller's written consent. Buyer acknowledges that Seller will begin to purchase materials and supplies to fulfill this order. If Seller consents to such request, Buyer agrees to reimburse Seller for all expenses (less salvage value) incurred to date of consent.
7. **Intellectual Property:** Buyer acknowledges that Seller is the sole owner of certain designs, patents and trade secrets (Intellectual Property) that may be used with or incorporated into the Products and Services delivered hereunder. Buyer is prohibited from using Seller's Intellectual Property for any purpose, other than the normal intended commercial use of the Products and Services delivered hereunder. Buyer shall maintain Seller's Intellectual Property confidential, and shall not use it for its own, or any third party's purposes.

8. **Buyer's Remedies:** All Products shall be manufactured and delivered in accordance with Seller's standard practices. If any Product furnished to Buyer shall fail to conform to these standards, Buyer shall give prompt written notification thereof to Seller. Such non-conforming Product shall be held for the inspection of Seller, and the sole and exclusive liability of Seller in respect thereof shall be limited to the repair or replacement of such Product. Seller shall in no event be liable for any other damages to Buyer, including, but not limited to, the cost of any value added to any non-conforming Product or for any special, direct, indirect or consequential damages, whether in contract or tort, by reason of the fact that any such Product is non-conforming.
9. **Limited Warranty:** New battery chargers are covered by Seller's two (2) year Limited Warranty unless otherwise agreed to in writing. New Products other than battery chargers are covered for one (1) year, and used or remanufactured Products are covered for 90 days under the same Limited Warranty terms. To obtain a full copy of Seller's warranty please contact Lester Electrical at 402-477-8988, or email [sales@lesterelectrical.com](mailto:sales@lesterelectrical.com), or visit our website at [www.lesterelectrical.com](http://www.lesterelectrical.com)
10. **LIMITATION OF LIABILITY:** SELLER'S TOTAL LIABILITY, IF ANY, FOR ANY DAMAGES SUFFERED BY BUYER, OR ANY OTHER PARTY CLAIMING ON BEHALF OF OR THROUGH BUYER, OR ANY OTHER THIRD PARTY, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT MONEY DAMAGES ACTUALLY INCURRED, AND SHALL NOT EXCEED THE AMOUNT OF MONEY PAID TO SELLER BY BUYER FOR THE PRODUCT GIVING RISE TO SUCH CLAIM. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATIONS OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER ITEMS.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY ALLEGED, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED BY BUYER, BY ANY PARTY CLAIMING ON BEHALF OF OR THROUGH BUYER, OR BY ANY OTHER PARTY RESULTING FROM OR ARISING OUT OF THE PURCHASE OF PRODUCTS AND SERVICES FROM SELLER, INCLUDING LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION OR DAMAGE OR DESTRUCTION OF DATA, EVEN IF SELLER HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM OR BASIS, ARISING OUT OF THE TRANSACTIONS HEREUNDER MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER BUYER KNEW OR SHOULD HAVE KNOWN OF THE OCCURRENCE OF THE EVENT(S) WHICH GAVE RISE TO SUCH ACTION. SELLER HEREBY DISCLAIMS ANY DUTY TO INDEMNIFY BUYER, ANY PARTY CLAIMING ON BEHALF OF OR THROUGH BUYER, OR ANY OTHER PARTY.

11. **Amendment:** No changes, modifications or amendments to these Sales Terms and Conditions shall be valid unless agreed to in writing and signed by a duly authorized representative of Seller.
12. **No Waiver:** No failure or delay by Seller to exercise any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.
13. **Governing Law:** The rights of the parties with respect to the Products and Services hereunder shall be governed by the laws of the State of Nebraska. Any litigation initiated by either Buyer or Seller with respect to the Products and Services delivered hereunder shall only be brought in the state or federal courts located in Lancaster County, Nebraska. By accepting the Products and Services hereunder, Buyer consents to the exclusive jurisdiction of the state and federal courts located in Lancaster County, Nebraska for all matters relative to the Products and Services delivered hereunder.