



## HOFFMAN & HOFFMAN, INC. TERMS and CONDITIONS

**1. Acceptance:** This proposal is submitted for acceptance within 30 days from the date of proposal. Prices are firm after acceptance provided the Buyer releases the order for production within 90 days of placement--see paragraph "prices." Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction.

**2. Terms of Payment:** Net thirty (30) days from date of our invoice, unless specified to the contrary and subject to the approval of the Company. A Service Charge of 1-1/2% per month may be invoked and applied after the 30-day period until payment is received. Invoicing will be rendered when shipment has been made, unless otherwise indicated in quotation. The stated price is subject to any state, federal or local government regulatory ordinances or statutes governing interest rates and shall be construed and interpreted to allow the highest rate applicable and not more. In the event of a conflict between this rate and other law, the law shall prevail. In the event Hoffman & Hoffman, Inc. employs an attorney to enforce its rights and remedies under this agreement and/or to collect funds owing pursuant to this agreement, buyer agrees to pay a reasonable attorney's fee for Hoffman & Hoffman, Inc.'s attorney, plus all other reasonable expenses incurred by Hoffman & Hoffman, Inc. in enforcing its rights under this agreement.

**3. Taxes:** Unless specifically stated, we include no taxes of any kind in the sale price. Any taxes, if applicable and imposed by any present or future local, state or federal agency for any reason must be paid buy the Buyer.

**4. Shipments:** All shipments are f.o.b. factory or, if shipped from another location, f.o.b. point of shipment with charges either allowed, added to invoice, or collect as noted.

**5. Claims:** The responsibility of the company ceases upon delivery of material in good order to the carrier. As all goods are shipped at buyer's risk, any claims for damage or shortage or loss in transit must be filed by the buyer against the transportation company. (We will assist the Buyer in any reasonable way possible in the filing and collection for any claim for damages and/or losses while in transit.) Claims against factory shortages will not be considered unless made within 60 days after receipt of the goods.

**6. Acceptance or Approval:** Should the equipment on this proposal be purchased subject to acceptance or approval of another (such as Architect, Engineer, Owner, etc.), Hoffman & Hoffman shall not be liable in any way should acceptance or approval not be granted. We cannot guarantee to meet or equal specifications written around another make equipment.

**7. Warranties:** Hoffman & Hoffman, Inc. (H&H) extends to buyer the manufacturer's warranty (a copy of which is available upon request), and manufacturer's warranty is in lieu of any warranties contained in any applicable project conditions, plans, or specifications unless specifically stated otherwise. H&H ITSELF MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITIONS OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. H&H SHALL NOT BE LIABLE FOR ANY DAMAGES BY REASON OF FAILURE OF THE EQUIPMENT TO OPERATE OR A FAULTY OPERATION OF THIS EQUIPMENT. H&H SHALL NOT BE HELD RESPONSIBLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIQUIDATED DAMAGES OR LOSSES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, INCOME, PROFIT OR PRODUCTION, OR SPOILAGE OR INCREASED COST OF OPERATION) RESULTING FROM THE INSTALLATION, OPERATION OR USE OF THE EQUIPMENT.

**8. Limitation of Remedy:** Hoffman & Hoffman, Inc. shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation. Hoffman & Hoffman's liability (whether under theories of warranty, negligence, strict liability or contract) is limited solely to repair or replacement of the equipment or its parts by Hoffman & Hoffman or its duly authorized representative, or at Hoffman & Hoffman's option and in its sole discretion, refund of the purchase price, and the foregoing shall be the sole and exclusive remedy against Hoffman & Hoffman, Inc. In no event shall Hoffman & Hoffman's liability with respect to the goods or their non-delivery exceed the purchase price paid by Buyer to Hoffman & Hoffman, Inc. Buyer shall have no right to consequential or incidental damages or to any remedy not hereinbefore described.

Any claim by Buyer against Hoffman & Hoffman, Inc. with respect to the goods is deemed waived by Buyer unless submitted to Hoffman & Hoffman, Inc. in writing within ten (10) days of the date Buyer discovered or by reasonable inspection should have discovered, the basis for such claim.

**9. Claims Resolution:** All claims and disputes between Buyer and Hoffman & Hoffman, Inc. arising out of or relating to performance of any agreement or breach thereof involving this project shall be decided by binding arbitration in accordance with the construction industry Arbitration rules of the American Arbitration Association (AAA) then existing. Notice of Demand for Arbitration shall be filed in writing by either party to this agreement with the other and with the regional office of the AAA in Charlotte, North Carolina. The procedural and substantive law of the State of North Carolina shall apply in and to all such arbitration proceedings and Greensboro, North Carolina shall be designated as the locale for any such proceedings. Both parties will have the right to conduct discovery in accordance with the Federal Rules of Civil Procedure and within reasonable time limitations to be imposed by the AAA or the arbitrators. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act.

**10. Delays:** Seller shall not be liable for failures or delays in making delivery hereunder when such failure or delay results from an act of God or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lock-outs, labor troubles, riots, sabotage, embargo, wars (whether or not declared and whether or not the United States is involved), federal, state or municipal law, ordinance, rule, regulation, order license, priority, seizure, requisition or allocation or other restrictions, failure or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel or labor or any other circumstances of a similar or different nature beyond the reasonable control of the Seller.

**11. Credit:** If Buyer's credit, at the sole judgment of the Seller, is impaired at any time, Seller shall have the right to defer shipment or cancel the order.

**12. Penalties:** No penalty clause of any kind will be effective unless approved in writing by an officer of Hoffman & Hoffman, Inc.

**13. Cancellations:** Should the order be canceled through no fault of Hoffman & Hoffman, the Buyer is liable for reimbursement for any and all expenses incurred in connection with this transaction; and in accordance with law for any other losses caused Seller.

**14. Return of Goods:** Goods may not be returned except by permission of a representative of Hoffman & Hoffman, Inc. and when so returned, shall be subject to handling and transportation charges.

**15. Prices:** Unless otherwise notified, prices on orders will be held firm provided the order is released for production within 90 days of placement. (The date of placement being the date of the Buyer's order and the date of release being the date the official notice of release is received at the Seller's offices.) Orders released after 90 days from date of customer's purchase order may be subject to escalation.

**16. Title:** The title to all material(s) and/or equipment and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full.

# HOFFMAN • HOFFMAN

P.O. BOX 77258  
GREENSBORO, NC 27417-7258

3816 PATTERSON STREET  
GREENSBORO, NC 27407



# INC.

PHONE: 336-292-8777  
FAX: 336-292-6822

## CREDIT INFORMATION

Name of Company \_\_\_\_\_

P.O. Box \_\_\_\_\_

Street No. \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Date Company Started Business \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_

Type of Business \_\_\_\_\_ Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

### FULL NAMES AND TITLES OF OFFICERS, PARTNERS OR OWNERS:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

#### LOCAL

TRADE REFERENCES: (Names, complete mailing addresses with zip codes and telephone numbers – EXCLUDING BANKS)

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tele. No. \_\_\_\_\_

Tele. No. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tele. No. \_\_\_\_\_

Tele. No. \_\_\_\_\_

PLEASE FORWARD TAX EXEMPTION CERTIFICATE IF APPLICABLE

Date \_\_\_\_\_