



CANIFF
ELECTRIC SUPPLY

CREDIT APPLICATION

DATE SUBMITTED: _____

BUSINESS NAME: _____

BUSINESS PHONE: _____ BUSINESS FAX: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ POSTAL CODE: _____

SHIPPING ADDRESS: _____

CITY: _____ STATE: _____ POSTAL CODE: _____

LEGAL STRUCTURE: CORPORATION PARTNERSHIP PROPRIETOR LLC

If Corporation : DIVISION OF: _____ SUBSIDIARY OF: _____

BUSINESS TYPE: **FEDERAL ID #** _____

- MANUFACTURING
- CONTRACTOR-COMMERCIAL
- CONTRACTOR-RESIDENTIAL
- ENGINEERING SERVICES
- GOVERNMENT OR MUNICIPALITY
- UTILITIES
- OTHER _____

SALES TAX STATUS:

TAXABLE

EXEMPT (Attach Exemption Certificate)

PREFERRED METHOD FOR RECEIVING INVOICES/STATEMENTS:

ELECTRONIC (email address) _____

FAX NUMBER _____

EDI (contact name/email) _____

POSTAL MAIL

PRINCIPAL OFFICER(S) – Attach separate sheet if necessary

NAME	TITLE
_____	_____
_____	_____

NUMBER OF EMPLOYEES: _____ **DATE THIS BUSINESS COMMENCED:** _____

CREDIT LIMIT REQUESTED: _____ **AP CONTACT PERSON/EMAIL:** _____

ARE YOUR FINANCIAL STATEMENTS AVAILABLE FOR THE LAST TWO ACCOUNT PERIODS?

YES (please attach) NO

TRADE REFERENCES – Attach separate sheet if necessary

NAME	PHONE	FAX	EMAIL
_____	_____	_____	_____
_____	_____	_____	_____

BANK REFERENCES – Attach separate sheet if necessary

BANK NAME: _____	BANK NAME: _____
PHONE NUMBER: _____	PHONE NUMBER: _____
FAX NUMBER: _____	FAX NUMBER: _____
CONTACT NAME: _____	CONTACT NAME: _____
ACCOUNT/LOAN NUMBER: _____	ACCOUNT/LOAN NUMBER: _____

By signing below, the Applicant: (a) authorizes each of Caniff Electric Supply Co. and its parent McNaughton-McKay Electric Co. (each, a Creditor) to obtain a credit report from any credit reporting agency; (b) authorizes any bank or commercial business with whom the Applicant is doing business or has done business to give all necessary information to the Creditor(s) to assist the Creditor(s) in the current credit investigation; and (c) authorizes the Creditor(s) to re-investigate the Applicant's credit status from time to time as the Creditor(s) deem(s) necessary. The Creditor(s) may further limit or terminate the credit arrangement with the Applicant, in the Creditor's sole discretion. By signing below, the Applicant represents and warrants that the information provided to the Creditor(s) is true, accurate and complete, and that none of the information furnished omits any material fact necessary to make any information not misleading.

A Creditor's extension of credit to the Applicant and its willingness to do business with the Applicant are expressly conditioned upon such Creditor's General Terms and Conditions of Sale (Terms and Conditions) available at <https://mc-mc.com/terms> and <https://caniff.com/terms-and-conditions/>. The applicable Creditor Terms and Conditions of a purchase order will be based on the Creditor accepting Applicant's purchase order. The Applicant has read and understands each Creditor's Terms and Conditions.

PRINTED NAME: _____ **TITLE:** _____

CONTINUING PERSONAL GUARANTY OF CORPORATE DEBTS

Caniff Electric Supply Co., hereinafter referred to as Seller and _____ hereinafter referred to as Customer, agree:

The Guarantor signed below acknowledges that he has a financial interest in the success of "Customer" and because of this, and to induce Seller to extend customer credit, he, his estate, legal heirs, legal representative and assigns guarantee that he will pay to the Seller when due, or upon demand, with interest and reasonable attorney's fees and without deduction for any claim, set off or counterclaim the Customer may have against Seller or the loss on contribution of any Co-guarantor, the full amount of all the obligations due the Seller from the Customer, whether on accounts by the Seller and the Customer or debts assigned or transferred to the Seller.

The Guarantor understands that this is a continuing guarantee and can be voided only as to transactions entered into by the Seller and Customer after the Guarantor sends one of the officers of the Seller a written notice of termination send by registered mail. Also, that the whole of the guarantee is set forth in this writing and no verbal or other agreement or understands or customer of the trade shall affect this agreement and it can be changed only by written amendment signed by all the parties.

The Guarantor waives notice of acceptance and notice of orders, sales and deliveries to the Customer in amounts and terms. Further, he waives notice of all changes of terms and withdrawals or extensions of credit or time to pay and release of the whole or any part of the debt or any other Guarantors, the settlement or compromise of differences, the acceptance or release of security, acceptance of notes, trade, acceptances or any other form of obligation for the Customer's debt and the demand protest and notice of pretest of any of these instruments or their endorsements and that said waiver of notice also waives any right to complain of these acts or use them as a defense to personal liability. Guarantor waives all defenses, set offs, or counterclaims, which he may have at any time to any claim of the Seller against the Customer.

The Guarantor agrees that his guarantee covers all existing and future debts of the Customer to the Seller and that the Seller can proceed against any Guarantor without first proceeding against the Customer.

All liabilities of the Customer and the Guarantor mature immediately upon the insolvency of the customer's appointment of a receiver or voluntary or involuntary petition in bankruptcy, and making of an assignment for the benefit of creditor or calling of a meeting of creditors by the Customer or the Guarantor.

This agreement does not obligate the Seller to extend credit and may at its option withdraw credit already given.

DATED this the _____ day of _____, 20_____ .

WITNESSES:

GUARANTOR

GUARANTOR

**GENERAL TERMS AND CONDITIONS OF SALE
GOODS AND SERVICES**

PARTIES. "Seller" shall mean the selling party accepting and fulfilling the purchase order, as identified in any quote or order acknowledgement. "Buyer" shall mean the buying entity or person submitting the purchase order to Seller.

ACCEPTANCE. Buyer acknowledges and agrees that these General Terms and Conditions are incorporated in, and are a part of, this Agreement and each purchase order, release, requisition, work order, shipping instruction, specification and other document, whether expressed verbally, in written form or electronic commerce such as by electronic data interchange (EDI), relating to the products and/or services to be provided by Seller pursuant to this Agreement (such documents are collectively referred to as the "Agreement"), and that Seller's acceptance of Buyer's offer to purchase is made conditional upon the incorporation of these General Terms and Conditions into the Agreement. If Buyer accepts delivery of the products and/or initiation of services, which are the subject of the Agreement, Buyer shall be deemed to have accepted the Agreement including these General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications or revisions of the Agreement (including these General Terms and Conditions) shall require the written consent of an authorized representative of Seller. Seller objects to and rejects any other terms and conditions that may be proposed by Buyer or that appear on or are referenced in Buyer's purchase order or other documents of Buyer that are in addition to or otherwise not consistent with the Agreement. Trade usage and course of dealing or performance shall not be employed to vary, explain or supplement the Agreement. All stenographic and clerical errors are subject to correction by Seller.

QUOTATION EXPIRATION. Unless otherwise noted in writing by Seller, validity of written quotations are as follows: (a) for pipe and wire: 24 hours; (b) for product other than pipe and wire: 30 days; and (c) for services: rates and pricing are held for five (5) calendar days, subject to resource availability. Seller has the right to withdraw any quote which has not been accepted by Buyer.

PRICING. Prices quoted are subject to change without notice, unless otherwise noted. All quotations are subject to acceptance within thirty (30) days from date of issue. Any change in quantities, partial release or destination may incur a price adjustment. Seller reserves the right to adjust pricing to reflect supplier price changes prior to delivery. Prices for products and other related information shown in any Seller or manufacturer product publication including, but not limited to catalogs, brochures and websites are subject to change without notice. Service rates and fees will be identified in Seller's quotation. Any actual, out-of-pocket expenses, including for hardware and/or software, reasonably incurred by Seller in performing the project will be invoiced to Buyer, with Buyer's advance approval for such expenses. Any expenses for travel, including but not limited to mileage, airfare, lodging and per diem expenses for meals will be invoiced at Seller's then-current rates, which rates will be provided to Buyer for advance approval. All time Seller personnel spends performing services is billable, including time spent both on site and off site. Standard service pricing may be impacted by overtime rates (over 40 hour work week), premium rates (holiday, weekend, after normal hours, emergency call out/break fix). Prices do not include related freight charges, use tax, sales tax, excise tax, value-added tax, or similar taxes, duty, customs, inspection or testing fees, or charge of any nature whatsoever imposed by any governmental authority unless otherwise noted by Seller.

DELIVERY OF PRODUCTS. Shipment of products will be made F.O.B. (a) Seller's facility, (b) Seller's supplier's facility when products are shipped directly from the manufacturer or (c) as otherwise indicated per Seller's quotation or order acknowledgment (Ex Works per INCOTERMS 2000 for international shipments). Seller will use commercially reasonable effort to ensure on time delivery. In no event shall Buyer be entitled to liquidated damages as a remedy for any delay in delivery by Seller. Title and risk of loss passes upon delivery to the delivery point per applicable shipping term. Buyer shall pay all insurance costs associated with delivery. Delay in shipment shall not relieve Buyer of its obligation to accept remaining shipments.

PERFORMANCE OF SERVICES / PROJECT SCHEDULING. Seller will perform its work for Buyer at Buyer's location, Seller's location, or elsewhere, as determined by Seller to be commercially appropriate. Seller will consult with Buyer in establishing the schedule of the project and the location of services to reasonably accommodate the work schedule of Buyer. If services will be performed at Buyer's location, Buyer shall provide a safe and accessible work environment. Buyer acknowledges that scheduling changes may be costly and cause unnecessary delays in project completion. Seller will work to reasonably accommodate any schedule changes requested by Buyer, however, any rescheduling or project cancellation may be subject to a rescheduling/cancellation fee of 50% of the scheduled service, plus any prepaid and/or non-refundable expenses. Buyer acknowledges that cancellations and rescheduling will cause Seller to incur economic damages and losses that are difficult to ascertain, and that the rescheduling/cancellation fees represent fair, reasonable and appropriate estimates of Seller's damages and losses.

SYSTEM CONNECTION / FUNCTION. Buyer acknowledges that connecting equipment and related tools used during service performance can trigger monitoring systems to identify a foreign device and send alarms or alerts, or otherwise interrupt or compromise system activity or access. Buyer represents and warrants that its system is capable of facilitating Seller's equipment and related tools in the performance of services. Buyer assumes the risk of its requested scope of work, and Buyer holds Seller harmless from any adverse system reaction that may occur as a result of system access granted to Seller, and as a result of any requested system modifications and edits. Buyer will provide a secure environment and adequate back-up to ensure its systems can be accessed for the purpose of the scope of work, and adequately restored after Seller is granted access. Buyer's compliance with this provision is a material condition to Seller accepting the scope of work.

PROJECT DOCUMENTATION. Unless expressly identified in a scope of work, Seller provides no documentation, system reference material or any similar material. Any project documentation desired by Buyer shall be identified in a scope of work. All upgrades, change orders, maintenance, support and similar items are not included in a scope of work unless expressly identified and accepted by Seller.

WORK PRODUCT. All documentation, work product and reports generated in conjunction with the statement of work are owned by Seller. If expressly included in the statement of work, and provided Seller receives full payment under the scope of work, Seller will grant to Buyer a non-exclusive, non-transferable license to use the documentation, work product and reports as set forth in the statement of work, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify such items.

LICENSED SOFTWARE AND FIRMWARE. Use of products or services comprised of software or firmware provided by third-parties may be subject to Buyer's acceptance of additional terms and conditions set forth in separate third-party license agreements. Such agreements will control to the extent necessary to resolve any conflict with these terms and conditions or the third-party agreement. With respect to software code provided by Seller that is not licensed under separate terms, provided Seller receives full payment under the scope of work, Seller grants Buyer a non-exclusive, non-transferable license to use Seller's provided software code as set forth in the statement of work, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software. Ownership of Seller's or a third-party's software code remains with Seller or the third-party, respectively.

OWNERSHIP OF PRE-EXISTING IP. Each party shall continue to own all right, title and interest in all intellectual property (including trademarks, patents, copyrights, confidential information) it owned prior to this engagement.

TAXES. Any use tax, sales tax, excise tax, duty, custom, value-added tax, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to price quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefor or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted

an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

EDI TRANSACTIONS. If Seller and Buyer have mutually agreed to use an EDI system to facilitate purchase and sale transactions, customer agrees that it will not contest (a) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby or (b) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form.

PAYMENT. Payment shall be net 30 days from the date of Seller's invoice without discount for early payment, unless otherwise noted by Seller. Late payments are subject to a service charge equal to 1 1/2 % per month (18% per annum) or the maximum amount permitted under law, if less, until paid. Buyer shall indemnify Seller for all costs of collection of past due amounts including attorney's fees and court costs. Seller reserves the right at any time to suspend credit, change credit terms or terminate the Agreement or any purchase order, when, in Seller's sole opinion, Buyer's financial conditions so warrants. No retainage is permitted unless accepted by Seller in writing. Buyer shall have no right to offset any amounts due or to become due to Seller against any claims, charges, expenses, fees or other payments of any kind whatsoever under any circumstances, including, but not limited to, any liability which may arise due to any breach or alleged breach of the Agreement or any provision thereof. All NSF checks returned to Seller will be subject to a \$30 NSF fee. Seller may assign and/or sell any receivables or indebtedness owed by Buyer without notice.

CREDIT CARDS: Credit Cards will be accepted at the time of order from Buyer. Credit cards are NOT eligible for any payment discounts or special terms. A customer who chooses to pay for an order more than 3 (three) days after invoicing, is subject to the credit card fee of 2.5% of the total purchase price.

SECURITY INTEREST. Seller retains a purchase money security interest ("PMSI") under the Uniform Commercial Code in the products sold until payment in full has been made. In the event of default by Buyer under the Agreement, Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code. Buyer agrees to execute such financing statements and other documents as Seller may request in order to perfect Seller's security interest. Buyer agrees and hereby appoints Seller as its attorney-in-fact to do, at Seller's option, all acts and things Seller may deem desirable to perfect and continue to perfect the PMSI granted hereby, including Seller's authority to filing financing statements naming Buyer as debtor and Seller as secured party without Buyer's signature in those states where such filings are permitted, and to sign Buyer's name thereto where required.

CHANGES; SUSPENSION. Buyer may request changes to its purchase order or scope of work. Seller shall promptly advise Buyer in writing of the reasonable effect on price and delivery date. Seller shall not be required to institute any Buyer-dictated change until the parties have agreed to an equitable adjustment to the price and/or delivery date. Buyer may, by written notice, request Seller to temporarily suspend performance or delivery hereunder; provided that Seller is reimbursed for additional costs incurred as a result thereof, including but not limited to storage, insurance, preservation, and other reasonable costs attributable to such suspension. Payment of the Agreement price shall become due when Buyer is notified that the products are ready for shipment and Buyer shall be responsible for all price increases instituted by Seller during the period of suspension. Seller shall be granted a reasonable extension of the delivery date to take account of the suspended performance. In the event that the duration of such suspension exceeds ninety (90) days, Seller may, at its option, declare Buyer to be in breach of the Agreement and shall have the right to assert any available remedy under the Agreement or otherwise available at law or in equity. Purchase orders for special, custom or non-stock items or wire cuts may not be cancelable and subject to 100% cancellation charges.

INSPECTION AND ACCEPTANCE. Buyer shall have three (3) business days from the date of delivery to inspect products for defects and nonconformance and notify Seller, in writing, of any defects or nonconformance. Defects or nonconformities due to damage, shortage or errors in shipping shall be reported as set forth below. Claims for shipping errors or shortages must be made in writing to Seller no more than three (3) business days after receipt of shipment. Claims for damage due to shipping must be made by Buyer to the freight carrier. For services, Buyer shall have three (3) business days after Seller departs the scheduled service location to notify Seller of any non-conformance to the agreed upon written specification and/or scope of work. Buyer and Seller shall meet and discuss in good faith an equitable resolution to any non-conformance. After the periods indicated above, Buyer shall be deemed to have irrevocably accepted the products and/or services, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products or services for any reason or revoke acceptance.

RETURN OF PRODUCTS. All returns will be pursuant to Seller's instructions. Buyer must contact Seller for a Return Material Authorization (RMA) prior to returning any product. All returns must reference the RMA number along with the original invoice number and the reason for return. Non-warranty returns of normal stock products that are unused and are in resalable condition will be subject to Seller's return policies in effect at the time, including applicable restocking and transportation charges and other conditions of return.

REMEDIES UPON TERMINATION. Upon termination, Buyer shall pay to Seller the following amounts without duplication: (i) the Agreement price for all finished work and completed services which conform to the requirements of the Agreement and not previously paid for; (ii) for products manufactured by others, Buyer shall pay all applicable restocking or cancellation charges including reimbursement for direct costs assessed by the manufacturer (special orders may result in payment of 100% of the Agreement price), (iii) for products manufactured by Seller, Buyer shall pay for reasonable costs including cost of work-in-progress and raw materials purchased by Seller based on Buyer's purchase order and up to 100% of the Agreement price for special order products.

LIMITED WARRANTY.

(a) The warranty obligations of Seller for products, parts, or services manufactured or provided by others and merely sold by Seller shall in all respects conform and be limited to the warranty extended by the manufacturer or service provider, if transferable. Buyer agrees that if products sold hereunder are resold by Buyer, Buyer will include in the agreement for resale provisions which limit recoveries in accordance with these General Terms and Conditions. In case of Buyer's failure to include in any such agreement for resale the terms providing for such limitations, Buyer shall indemnify and hold Seller harmless against any liability, loss, cost, damage, or expense (including reasonable attorney's fees) arising out of or resulting from such failure.

(b) Seller warrants that any products or part thereof manufactured or designed by Seller will be free from defects in material or workmanship for a period of one year from the date of installation if installed by Seller or one year from the date of delivery if not installed by Seller. Remedies under the foregoing warranty will be limited, at Seller's option, to the replacement, repair or modification of, or issuance of a credit for the purchase price of the products. All product shipping expenses and labor, travel, and per diem expenses for repair personnel travel, lodging and premium labor expenses shall be paid by Buyer. This warranty is of no effect if such products claimed to be defective or any part or component thereof shall have been improperly repaired, altered, installed or operated or subjected to misuse, negligence or accident.

(c) Seller warrants to Buyer that it shall (i) perform the services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services; and (ii) devote adequate resources to meet its obligations under this Agreement. Seller warrants that for a period of 30 days following completion of a service project, all services provided will conform to the applicable scope of work. Seller will promptly re-perform any deficient services or perform a work-around at no additional cost to Buyer, and such re-work will be subject to a new 30-day warranty. Except where Seller has been specifically engaged to produce a work product or solution to meet express requirements of Buyer, Seller does not represent, warranty or covenant that any work product will meet the customer's requirements, operate in the environment selected by Buyer, or be compatible with Buyer's intended application. If Seller is unable to correct a defect, Seller will refund the price of the services.

(d) Any warranty claim must be addressed to Seller in writing setting forth sufficient detail to permit identification of the defect and be made no later than thirty (30) days

after the expiration of the warranty period set forth above. No employee or agent of Seller is authorized to make any warranty other than that which is specifically set forth herein. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES INCLUDING ALL WARRANTIES OF FITNESS OR OF MERCHANTABILITY OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, and state Seller's entire and exclusive liability and Buyer's exclusive remedy for any claims in connection with the sale of services, products, their design, suitability for use or operations.

USE AND SAFETY OF PRODUCTS. SELLER DOES NOT GUARANTEE THAT ANY PRODUCTS PURCHASED HEREUNDER MEET BUYER'S SPECIFICATIONS OR INTENDED USE. FAILURE TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL CODES FOR APPROVED INSTALLATION, USE, STORAGE AND REPAIR PROCEDURES AND PRECAUTIONS MAY RESULT IN PROPERTY DAMAGE, INJURY OR DEATH.

INDEMNIFICATION. Buyer represents and warrants that any specifications and information delivered to Seller hereunder do not violate, infringe or constitute a misappropriation of any intellectual property rights of any third party and that Buyer is not aware of any facts upon which such infringement could be based. Buyer agrees to defend and indemnify Seller, its employees, officers, directors, successors and assigns against any and all claims for damages, claims, suits, penalties, actions, costs and expenses, including reasonable attorneys' fees ("Losses") related to or arising out of (a) the breach of the foregoing warranty; (b) the manufacture or sale of all or any part of the products which are manufactured in accordance with the specifications furnished by Buyer; or (c) Buyer's negligence or willful misconduct; provided that the foregoing indemnification shall not apply to Losses arising solely out of Seller's willful misconduct or gross negligence. Seller agrees to defend and indemnify Buyer, its employees, officers, directors, successors and assigns against any and all Losses to the extent arising only out of (i) the negligence or willful misconduct of Seller or (ii) as it relates to only products manufactured by Seller, infringement of any patent, copyright, trademark and other intellectual property right of any third party (except for infringement that results from Seller's compliance with Buyer's specifications or design, or from Buyer's combination of Seller's products with other products or services). NOTWITHSTANDING THE FOREGOING, SELLER PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE) RELATIVE TO ANY THIRD-PARTY PRODUCTS OR SERVICES RESOLD BY SELLER.

DISCLAIMER AND LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER WILL NOT BE LIABLE FOR ANY FORM OF INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE). SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL CLAIMS AND LIABILITIES, WHETHER OR NOT INSURED, INCLUDING OBLIGATIONS UNDER ANY INDEMNITY, WILL NOT EXCEED THE COST OF THE PRODUCT(S) OR SERVICES GIVING RISE TO THE CLAIM OR LIABILITY. SELLER DISCLAIMS ALL LIABILITY RELATIVE TO GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT CONTRACTUALLY REQUIRED OF SELLER. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION HEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER'S EMPLOYEES, REPRESENTATIVES AND SUPPLIERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

FORCE MAJEURE. Seller shall not be liable for failure to perform, as well as any loss or damage as a result of any delay in shipment, delivery or installation due to any cause beyond Seller's reasonable control, including without limitation, flood, hurricane, or other act of God, embargo or other governmental act or authority, regulation or request, pandemic, epidemic, fire, theft, accident, strike, slowdown, labor dispute, war, riot, delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities, whether at Seller's operations or at the operations of a supplier or subcontractor to Seller, without regard to whether the cause of such delay has occurred prior to or after the date of the affected purchase order. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, plus a reasonable time for resuming performance.

EXPORT CONTROL. Products and associated materials supplied by Seller may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision to the contrary, in the event that U.S. or local law requires export authorization for the export or re-export of any products or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, Seller and Seller's supplier will be relieved of any further obligation relative to the sale and delivery of the products subject to such denial without liability of any kind relative to Buyer or any other party. Seller will not comply with boycott related requests except to the extent permitted by U.S. law and then only at Seller's discretion.

MISCELLANEOUS. Any failure of Seller to insist upon strict performance of any term of this Agreement shall not be construed as a waiver of its right to strict performance thereafter. The Agreement shall be governed by the laws of the state of Seller's corporate headquarters, USA, without regard to its conflicts of laws principles. The parties agree that the 1980 UN Convention on Contracts for the International Sale of Products will not apply. Seller and Buyer hereby agree that any legal proceeding with respect to the Agreement shall be brought only in a court of the state of Seller's corporate headquarters or in a court of the United States sitting in the state of Seller's corporate headquarters, and both Seller and Buyer submit to and accept generally and unconditionally the personal jurisdiction of those courts. The Agreement sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and cancels and supersedes all prior agreements, understandings, representations or promises, whether oral or written, between the parties. Nothing herein shall be construed to limit or waive any rights of Seller under applicable Federal, state or local laws.

20210514 Terms and Conditions of Sale



CANIFF
ELECTRIC SUPPLY

SUBMITTAL INSTRUCTIONS

Completed credit applications can be submitted via email or fax.

MICHIGAN LOCATIONS

Amy L Cook, Credit Manager
McNAUGHTON-McKAY Electric Company

Email: cookal@mc-mc.com

Phone: 248-582-2387

Mailing Address:
1401 E. Lincoln Avenue
Madison Heights, MI 48071
