

1. **ACCEPTANCE:** Customer's acceptance of contractor's invoice is expressly made conditional on customer's acceptance of the following terms and conditions which are in lieu of any additional or different documents or communications previously made by customer and contractor. Customer's assent to the terms and conditions contained in this document shall be consecutively presumed from customer's acceptance of all or any part of the services or from payment by customer's acceptance of all or any part of the services or from payment by the customer for all or any part of the services or from payment by customer for all or any part of the services. None of these terms and conditions may be added to, modified, superseded, or otherwise altered except by a written instrument signed by both the contractor and the customer. Failure of contractor to object to any terms or conditions which may be contained in any document or form of the customer shall not be construed as a waiver of these conditions, nor an acceptance of any such terms and conditions.
2. **PAYMENT TERMS:** Payment terms are net thirty (30) days from the date of the invoice. Any payments not made within thirty (30) days of the date of the invoice shall be subject to a late payment charge of 10% per month (compounded) on the unpaid balance of any amount then past due.
3. **TAXES:** The quoted purchase price may be increased to the extent that the contractor's cost of the materials sold hereunder may be increased as a result of (1) any agreements, codes or legislative enactments made or enacted pursuant to federal, state or municipal legislation; and (2) increase in the cost of labor or raw materials. In addition to paying the quoted purchase price, customer is solely liable for any excises, levies, or taxes which contractor may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing use, consumption or transportation of any of the materials covered hereby, and the customer agrees to pay the amount thereof on the same terms as it shall pay the quoted purchase price.
4. **WARRANTY:** Contractor warrants that the materials supplied under this invoice shall conform to the description stated on the reverse side hereof. THE FOREGOING WARRANTY IS CONTRACTOR'S SOLE WARRANTY WITH RESPECT TO THESE MATERIALS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. CONTRACTOR'S LIABILITY FOR BREACH OF WARRANTY HEREUNDER IS LIMITED SOLELY TO THE REPLACEMENT OF ANY DEFECTIVE MATERIALS. THE FAILURE TO GIVE NOTICE OF A WARRANTY CLAIM WITHIN THIRTY (30) DAYS FROM DATE OF COMPLETION OF SERVICES SHALL CONSTITUTE A WAIVER BY CUSTOMER OF ALL CLAIMS IN RESPECT TO SUCH MATERIALS. THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF CUSTOMER AND THE SOLE LIABILITY OF CONTRACTOR UNDER THIS WARRANTY.
5. **LIMITATION OF LIABILITY:** CONTRACTOR'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED IN ANY CASE THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY CUSTOMER AND UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE SERVICES IS CONSIDERATION FOR LIMITING CONTRACTOR'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS INVOICE MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE DATE OF THIS INVOICE. WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR (A) PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, OR (B) INDEMNIFICATION OF CUSTOMER OR OTHERS FOR COSTS, DAMAGES, OR EXPENSES ARISING OUT OF OR RELATED TO THE GOODS.
6. **CANCELLATION:** Orders accepted by contractor are subject to cancellation by customer only upon the express written consent of contractor. Upon cancellation and consent, contractor shall cease work and hold for customer all completed and partially completed work and work in progress and customer shall pay contractor for all work and materials that have been committed to and/or identified to customer's order plus a cancellation charge as prescribed by customer, in addition to a reasonable profit to customer on the entire contract.
7. **INDEMNIFICATION:** In addition to the foregoing, customer agrees to save and hold contractor harmless from any claims, demands, liabilities, costs, expenses or judgments arising in whole or in part, directly or indirectly, out of the negligence or lack of care by customer or customer's agents and employees involving the use of the materials supplied by contractor. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon contractor in connection with the defense and any such claim.
8. **GOVERNING LAW:** Any agreement arising out of this transaction shall be deemed to have been made in Kankakee County, Illinois. The parties agree that the validity, interpretation, and performance of any agreement arising out of this transaction shall be governed by the laws of the State of Illinois without regard to conflicts of interest laws. Customer and contractor hereby submit to have the exclusive jurisdiction for the resolution of any disputes hereunder, to the Twenty First Judicial Circuit Court, Kankakee County, Illinois. This shall be the sole and exclusive jurisdiction and venue for the purpose of adjudication of any rights and liabilities hereunder.
9. **DEFAULT:** In the case of default or breach by customer in the performance of any or all of the provisions of this agreement, contractor may cancel any outstanding order from customer and declare all obligations immediately due and payable and shall in addition have all remedies afforded by the laws of the State of Illinois. Customer shall in addition, be liable for contractor's expenses incurred in exercising any remedies available to it, including reasonable attorney's fees and legal expenses. All unpaid obligations shall bear interest at the contract rate provided under the terms of payment above.