

1. Acceptance is limited to terms of this Proposal. Seller objects to any different or additional terms contained in any purchase order or confirmation sent or to be sent by Buyer, which are expressly rejected. The price proposed will be held firm only if acknowledgment is received by Seller or Buyer calls for delivery within 30 days of this Proposal, either of which shall be an acceptance of all terms herein. This Proposal is conditional on Buyer's agreement to all terms and Seller is otherwise unwilling to proceed with this transaction. This is the final expression of this agreement and here will be no waiver or modification of any of these terms unless in writing signed by both parties. If Seller does expressly make any further agreement regarding these goods, all terms of this Proposal shall be incorporated into and shall become a part.
 2. The full price is due and payable on each unit when Seller is ready for delivery of each unit of the described materials. Buyer agrees to pay a reasonable storage fee if Seller stores materials after ready for delivery. Proposed price is based upon representations made by Buyer to Seller concerning the work and the work schedule. Buyer agrees that Seller shall be compensated at Seller's normal rates for any different or additional work or schedule requested verbally or in writing by Buyer. Proposed price assumes a clean and unoccupied delivery or installation site and unencumbered access from a reasonable unloading location.
 3. Seller agrees to replace or, at Seller's option, repair any defective goods within a reasonable time. Buyer's remedies for any delay or any defect in the materials are subject to and limited by any limitations contained in the manufacturer's terms and conditions to Seller. Further, Buyer's sole and exclusive remedy and Seller's limit of liability for any and all loss or damage resulting from defective goods shall be for the purchase price of the particular delivery and materials with respect to which loss or damage is claimed, plus any transportation charges actually paid by the Buyer. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, AGAINST LIENS, INFRINGEMENT, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER OR ANY OF THEIR PARENTS OR AFFILIATES, OR ANY OF ITS/THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE HEREUNDER OR IN CONNECTION HERewith FOR ANY SPECIAL, RELIANCE, CONSEQUENTIAL, DELAY, EXEMPLARY, PUNITIVE, INCIDENTAL, LIQUIDATED, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFITS, INCOME, USE, OR TIME, WHETHER IN CONTRACT, TORT, OR OTHERWISE.
 4. Buyer shall make a careful inspection at the time of delivery. Buyer's failure to give written notice specifying any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the labor and material as shown on delivery tickets and a waiver of all claims of shortages, damage or defect or any other claim. Seller will not be liable for any damage, warranty or remedy and back charges will not be accepted without prior notification, an opportunity to view and repair, replace or otherwise cure, and approval by Seller. No returned product will be accepted without prior approval. A restocking charge of 25% will apply on products approved for refund.
 5. Buyer shall indemnify and hold harmless the Seller and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, incurred in enforcement of this agreement by Seller, or arising out of this agreement or the described supply of labor or materials if any such claim is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom, only to the extent caused in whole or in part by any negligent act or omission of Buyer, any subcontractor, employee, agent, or anyone else directly or indirectly employed by any of them or by any third person, regardless of whether or not it has been also caused in part by a party indemnified.
 6. Buyer agrees to pay a late charge of \$20, plus 1½% interest per month on any amount not paid when due, both before and after judgment, and further agrees to pay attorney's fees equal to 33% of any balance due on default and all reasonable legal fees incurred by Seller in the event of any other dispute, whether or not suit is filed. Buyer further agrees to submit to personal jurisdiction in Virginia and that the forum for any litigation pursuant to any agreement with Seller shall be the County of Fairfax Virginia, whether suit is brought by Buyer or Seller, without regard to its conflicts of laws principles.
 7. I/we authorize Seller from time to time to obtain Business and Consumer Credit Reports on Buyer or any principals of Buyer or to obtain credit and funding information from any other source. Seller shall have no obligation to begin or continue performance until adequate credit and funding information is provided, at any time on request of Seller. Seller may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Buyer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to funding or creditworthiness, until payment is made and any dispute or insecurity has been resolved.
 8. Buyer agrees that all funds owed to Buyer from anyone or received by Buyer to the extent those funds result from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller (Trust Funds). Buyer agrees it has no interest in Trust Funds held by anyone, to segregate and to make no use of, except to promptly account for and transmit to Seller all such Trust Funds no later than on demand. Buyer further irrevocably assigns to Seller any rights it has to Trust Funds to the extent that sums are justly due to Seller under this Agreement. All mechanic's lien, payment bond or similar waivers or restrictive endorsements on checks shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for 90 days thereafter. Buyer agrees that Seller retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents may imply otherwise. Buyer further agrees that Seller has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary.
 9. The undersigned hereby individually guarantee Buyer's performance of this Agreement.
-