



## TERMS AND CONDITIONS

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### CRESCENT ELECTRIC SUPPLY COMPANY AND SUBSIDIARIES TERMS AND CONDITIONS OF QUOTATION

1. Buyer understands and agrees that all quotations and accepted orders by Crescent Electric Supply Company and Subsidiaries ("Seller") are expressly conditioned upon these terms and conditions ("Terms and Conditions of Quotation"). Furthermore, your acceptance of this quotation indicates that you have also read, and agree, to the Crescent Electric Supply Company and Subsidiaries Terms and Conditions of Sale ("Terms and Conditions of Sale") which are deemed automatically incorporated into any and all purchase orders.
2. Prices are firm for 10 days unless otherwise noted. As to all other terms, until signed and returned, the quotation is merely a quotation of sales prices. The quotation and tender will be deemed accepted only if signed and returned within ten days after receipt; otherwise, it shall have no effect.
3. Seller is not required to accept Buyer's orders. Any purchase order pursuant to Seller's quotation shall not result in a contract until it is accepted by Seller and acknowledged by it or its authorized representative.
4. This quotation is contingent upon Buyer meeting the financial qualifications established by Seller. Buyer shall supply Seller with such credit information as Seller may reasonably request in order to qualify Buyer for the rights under any Purchase Order Agreement.
5. If the manufacturer requires a deposit or full payment to be made to them at the time of order placement or release, those same requirements will be passed on to the Buyer, which Buyer accepts.
6. The quotation does not include accessory equipment, stems, mounting bars, mounting hardware, spares or plaster frames or any fitting-up charges which cover the manufacture or operating cost of the necessary tools and fixtures required to fill the order unless such items are listed or published as standard components in the manufacturer's specifications.
7. The quotation is made for the listed types and quantities only and all descriptions, items, totals and quantities are listed for your convenience only. Seller is not bound by any specifications, drawings, notes, instructions, engineering notices, technical data or any other document referred to in a Purchase Order by Buyer, and shall not be deemed to be incorporated by reference in any document or order by Buyer, unless a full copy is provided to Seller and such terms are approved and accepted in writing by Seller. Take-offs are not guaranteed. All items, including equals, are subject to approval by the Specifier.
8. Special orders may not be subject to return for credit. Return privileges, if available, on special order

material will involve restocking charges.

9. Prices do not include taxes for sales, use, property, excise, freight or other tax charges, which are Buyer's responsibility.

10. If the quotation is accepted and Buyer's order form is used for the purpose, it is expressly understood and agreed that these terms and conditions, including the Terms and Conditions of Sale, shall prevail if they conflict in any way with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to this condition.

11. BUYER AGREES TO AND ACKNOWLEDGES RECEIPT OF THESE TERMS CONDITIONS WHETHER IN HAND DELIVERED OR THROUGH VIEWING ONLINE AT [www.cesco.com](http://www.cesco.com), where copies of the Terms and Conditions of Quotation, Terms and Conditions of Sale and Application for Open Account Privilege are available. Buyer may also request additional copies by contacting the Corporate Finance Manager of Seller directly at (815) 747-3145.

## **CRESCENT ELECTRIC SUPPLY COMPANY AND SUBSIDIARIES TERMS AND CONDITIONS OF SALE**

1. CRESCENT AND ITS AGENTS. For all sales, "Seller" or "Crescent" shall mean Crescent Electric Supply Company and its subsidiaries; and wherever Seller's signature or approval is required, it must be by an Officer of Crescent Electric Supply Company. Crescent's agents, employees, and representatives have no authority to bind Crescent to any affirmation, waiver, representation, or warranty inconsistent with these terms and conditions, unless expressly agreed to in writing by an Officer of Crescent or otherwise approved by duly authorized corporation action.

2. GENERAL AGREEMENT. All sales are expressly conditioned on these terms and conditions. No additional or different terms shall apply (whether a part of Buyer's purchase order or other communication from Buyer) unless expressly agreed to in writing by an Officer of Crescent Electric Supply Company and/or its subsidiaries. Any acceptance by Buyer with additional or different terms proposed in the acceptance shall be deemed a rejection of Crescent's offer and construed as a counteroffer. No binding agreement shall come into existence without the written consent of Crescent to such counteroffer. Any attempt to vary any of the terms of this offer shall be deemed a material alteration. Notice is hereby given that Crescent objects to any different or additional terms and that such different or additional terms shall not be binding upon it. Acceptance of or payment for any of the goods constitutes Buyer's agreement to the Crescent Electric Supply Company and Subsidiaries Terms and Conditions of Sale. If these terms and conditions are incorporated by reference in a Purchase Agreement, Sales Agreement or other Agreement with Buyer, these provisions shall control notwithstanding anything to the contrary therein.

3. WARRANTIES. Since the goods sold hereunder are not manufactured by it, Crescent makes no warranties or representations, express or implied, as to workmanship, performance, quality, durability, fitness for a particular purpose, suitability or merchant- ability for any of the products sold. This disclaimer is for all liability including liability in contract, in tort or otherwise for incidental, consequential, special damages, or any loss or damage, whether to property or injury to persons, whether foreseeable or not foreseeable, resulting, directly or indirectly, from the use or loss of use of any product sold. Crescent agrees to assign and

pass-through to Buyer any warranties expressly provided by the manufacturer of the product purchased, which shall be Buyer's exclusive rights of warranty. Buyer's remedies are subject to any limitations contained in manufacturer's terms and conditions to Seller. If there is no warranty provided by the manufacturer, then the goods are sold "as is." While Crescent may provide manufacturer warranty information, it does not warrant or guarantee any such delivery or advice. THE WARRANTY EXPRESSED IN THIS PARAGRAPH 3, AND THE OBLIGATIONS AND LIABILITIES OF SELLER HEREUNDER ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND BUYER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES WHETHER OR NOT OCCASIONED BY CRESCENT'S NEGLIGENCE. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY CRESCENT AND BUYER. The parties affirmatively state that the products sold hereunder are not intended for use in or in connection with a nuclear facility. Crescent makes no representation whatsoever with regard to whether any goods comply with the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), or any other federal, state, or local statute, law, ordinance, or ruling.

4. LIABILITY. Crescent shall not be liable for special, indirect, incidental or consequential damages of any kind from the use or loss of use of any product or due to, arising out of or connected with these Terms and Conditions of Sale, including but not limited to backcharges, labor costs, costs of removal or replacement, lost profits, delays, or any claims from Buyer's customers or third parties. In addition to the assignment of manufacturer warranty stated above, Buyer's exclusive remedy for any claim against Crescent is for Crescent, at its option, to repair or replace the goods, or for Crescent to request return of the product and tender to Buyer the purchase price paid upon redelivery. The remedies of Buyer as set forth herein are exclusive, and the liability of Crescent with respect to any contract of sale or anything done in connection therein, whether in contract, tort, negligence, strict liability, breach of contract, indemnity or under any legal theory, warranty or otherwise, shall not exceed the purchase price of the goods on which such liability is based.

5. PATENTS. If any goods shall be sold by Crescent to meet Buyer's particular specifications or requirements and is not part of Crescent's standard line offered by it to the trade generally in the usual course of Crescent's business, Buyer shall hold Seller harmless from, and release and not make claim or suit against Seller because of, any suits, claims, losses, or other liability made against, or suffered by, Buyer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary rights, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by, Buyer's use, possession, sale, or delivery of the merchandise sold to Buyer by Crescent.

6. COMPLIANCE. Orders will be considered complete upon shipment of a reasonable quantity over or under the amount specified in the order when it is impractical to produce the exact quantity ordered. Normal tolerances in specifications shall be acceptable.

7. DELIVERY. Shipping dates given in advance of actual shipment are estimated. Crescent shall not be liable for failure to perform or delay in performance resulting from fire or other casualty loss, war, riot, act of terrorism or revolutions, labor difficulties, embargo, transportation problems, accidents, breakdown of machinery, interruptions or delays in the usual source of supply, governmental action or regulation, or any other cause, contingency or circumstance, within or without the United States, not subject to Crescent's control which shall make the fulfillment of the agreement impracticable; any of which shall, without liability, excuse Crescent from the performance of the agreement. All direct shipments are F.O.B. point of shipment,

and each shipment or delivery shall be considered a separate and independent transaction. Responsibility for filing claims with the manufacturer or carrier, as the case may be, rest with the Buyer.

8. SINGLE BREACH BY BUYER. Each shipment shall be treated as a separate and independent contract with respect to forwarding and terms of settlement. However, if Buyer defaults in the payment of any purchase price when due, Crescent may, without prejudice to other lawful remedies, immediately place the account on hold and defer further performance until the defaulted payments are made, or on three days' written notice to Buyer, may either make future deliveries against the contract for cash in advance only, or treat the entire contract as breached by Buyer and pursue its remedies for such breach.

9. ACCEPTANCE OF GOODS. Buyer shall make an examination of any goods delivered hereunder immediately upon its receipt. Buyer's failure to give written notice of any claim within 10 days after the receipt of such material shall constitute Buyer's unqualified acceptance of such material and a waiver by Buyer of all claims with respect thereto including any right to revoke acceptance. Upon acceptance, Buyer assumes all risks and liability for the results obtained in its business by the use of any materials delivered or by the use of such materials in combination with other goods or materials. In no event may customer set-off payment for any rejected or revoked acceptance goods against payment due on goods accepted.

10. NOTICE OF CLAIM FOR DEFECTIVE DELIVERY. Buyer will be conclusively deemed to have accepted and agreed to any invoice from Crescent (including but not limited to the price, quantity, quality, and description of the goods as stated on the invoice and any and all terms, provisions, conditions, agreements, representations, and warranties on the invoices), unless Crescent receives written objection to the invoice from Buyer within 10 days after the date the invoice is sent to Buyer. Written objection must be sent by letter to Crescent at its main office (Corporate Finance Manager, 7750 Dunleith Drive, East Dubuque, IL 61025) by registered or certified mail specifying the nature of the complaint. Buyer's compliance with these conditions precedent shall not constitute an admission by Crescent of the merits or amount of Buyer's claim or defense.

11. LIMITATION OF ACTIONS. No action for breach of any term of sale or any other duty of Crescent with respect to goods or services may be commenced more than one year after the cause of action accrues.

12. PAYMENT. Unless there is an express written agreement between Crescent and Buyer specifying different payment terms, Crescent invoices will be due 30 days from date of invoice. All payments must be received within 30 days (or such other time period as we may mutually agree in writing). There is no grace period, and Buyer's account may be automatically placed on hold if payment is not received within the period provided by these terms and conditions. Buyer must ensure that payments are processed and mailed on time to meet these requirements. Crescent is not responsible for any losses or damages that Buyer may incur due to suspension or termination of any account or agreement. Unless indicated otherwise on the Invoice or Statement, all payments should be made payable to: Crescent Electric Supply Company and sent to the following address: Attn: Accounts Receivable, 7750 Dunleith Drive, PO Box 500, East Dubuque, IL 61025. Buyer's obligation to pay Seller for the goods and services provided are not conditioned upon Buyer obtaining acceptance or approval from any third party (e.g. lenders, contractors, project managers, bondholders, insurance companies, owners) or receiving payment from any third party (e.g. "retainage" amounts, insurance or bond proceeds, or "pay-when-paid" contract agreements).

13. TAXES. The prices for goods do not include any sales, use or other taxes or charges payable to state or

local authorities. Buyer shall be responsible for and shall pay all federal, state and local sales, use, property, excise, freight or other taxes imposed on or with respect to the goods, except taxes levied on Seller's net income with respect to such goods. To the extent that such taxes do not appear as an itemized charge, Buyer certifies that the sale of the goods is exempt from such taxes and Buyer assumes the liability for any such tax which may be found to be due, and agrees to indemnify and hold Crescent harmless with respect thereto.

14. **SERVICE CHARGES.** Invoices that are more than 30 days past due are subject to interest from the due date until paid at the lesser of 1.5% per month (18% per annum), or the highest rate permitted by applicable law.

15. **RETURNS.** In no case are goods to be returned without first obtaining Crescent's permission. Buyers shall pay the costs of return of any goods and shall use its best efforts to insure that all packaging materials that Crescent supplies are maintained in suitable storage areas to protect them from damage, including, without limitation, from forklifts and weather. Goods must be securely packed to reach Crescent without damage. Material accepted for credit may be subject to a service charge plus all transportation charges. Credit for returned goods will be allowed only to the extent agreed to in writing by a duly authorized representative of Crescent and no application for credit will be processed unless Buyer provides the original invoice number and date.

16. **EXTRA EXPENSE.** No labor expense or other charges will be accepted by Crescent as a result of the use or modification of any of the goods sold hereunder, unless approved in writing by a duly authorized representative of Crescent prior to the incurring of such expense.

17. **TIME OF PERFORMANCE.** Buyer's failure to make any payment when due or Buyer's filing of bankruptcy shall constitute a default. The time of performance under any agreement, in the absence of specific provision, shall be the usual standards of the trade in the immediate commercial area of Crescent's place of business.

18. **ASSIGNMENT.** No right or obligations hereunder of Buyer shall be assigned to, or assumed or performed by, a third party without the prior written consent of Crescent, and any purported assignment or assumption without such consent shall be void.

19. **MWDBE.** If buyer is an MWDBE firm and either buyer's contract with its client or its client's contract with another party includes minority participation requirements for the material purchased, buyer represents (i) that it is performing a "commercially useful function" in connection with the materials and supplies purchased from Crescent and (ii) to complete Crescent's Commercially Useful Function Affidavit. If buyer is an MWDBE, buyer agrees to indemnify, defend and hold harmless Crescent Electric Supply Company, its officers, directors, agents, employees and other related parties from and against any and all claims, liabilities, damages and fines or penalties resulting from MWDBE related sales from Crescent to buyer.

20. **APPLICABLE LAW.** The validity, construction and performance of any agreement will be governed by the laws of the State of Iowa without regard to conflicts of laws principles thereof. In the event of litigation in court, each Party agrees and hereby submits to the exclusive personal jurisdiction and venue of the Iowa District Court of Dubuque County or the United States District Court for the Northern District of Iowa with respect to such matters, or any other forum at Crescent's sole election. Except as otherwise expressly provided in a written agreement or these Terms and Conditions, and unless the context requires otherwise, the provisions of Article 2 of the Iowa Uniform Commercial Code will control as to all aspects of these terms

and conditions and their interpretation, and that all the definitions contained therein will apply. In the event that Crescent is forced to initiate collection proceedings for amounts due to it, Buyer agrees that it will be liable for all collection and other costs incurred by Crescent including, but not limited to, reasonable attorneys' fees whether or not litigation is commenced.

21. **ARBITRATION.** Upon the written application by either Crescent or Buyer for the hearing and adjudication of a dispute or claim, the recipient of the application will proceed with arbitration hearings and any controversy or claim arising out of or relating to this order or the performance or breach thereof shall then be settled by arbitration in the City and County of Dubuque, Iowa in accordance with the rules and procedures of the American Arbitration Association. The parties agree to abide by and be bound by the decision and award of the arbitrators, and that a judgment may be entered in a court upon the award made in pursuance of this submission.

22. **NON-WAIVER BY CRESCENT.** Waiver by Crescent of a breach of any of these terms and conditions shall not be construed as a waiver of any other term or condition. Crescent's acceptance of less than full payment shall not be a waiver of any of its rights.

23. **SECURITY INTEREST, POWER OF ATTORNEY.** In addition to any security interest granted by the UCC, the Buyer grants Crescent a security interest in all Equipment, proceeds, and products from the same to secure all obligations of the Buyer to Crescent. Buyer shall sign financing statements evidencing the security interest as reasonably requested by Crescent. In case of a default by Buyer, Crescent may peaceably enter the premises of the Buyer to repossess all Equipment in which it has a security interest, Buyer shall not sell, exchange, transfer, or grant a security interest in any Equipment, which are subject to these terms and conditions if payment for same has not been made in full to Crescent.

24. **WAIVERS BY BUYER.** Buyer waives demand, notice, protest, notice of acceptance of this agreement, notice of credit extended, notice of collateral delivered or received, and all other notices.

25. **AUTHORIZATION OF BUYER AND BUYER'S AGENTS.** In consideration of Crescent selling goods to Buyer, the person signing any such acceptance or agreement on behalf of Buyer represents and warrants that he or she is authorized to sign on behalf of Buyer. The parent company, if any, of Buyer also guarantees performance of the agreement and payment by Buyer. The person signing and Buyer warrant that the information given to Crescent is true and correct in all respects.

26. **CANCELLATION.** Unless the cancellation is due to a default by Seller, once an order is placed with and accepted by Crescent, the order cannot be cancelled, unless Crescent consents in writing. If an order is cancelled, Buyer shall reimburse Seller for any cost it incurs as a result of such cancellation, including but not limited to cancellation or restocking fees.

27. **THIRD PARTY CONTRACT OBLIGATIONS.** In the event that Buyer has contracted for or otherwise assumed with any other Party any obligation or liability to an Owner, Contractor, Construction Manager or any other person or entity responsible for the completion of any portion of any project in which Seller's goods will be used, the Parties agree that Seller is not a party to such contract, and Seller does not assume any liability or obligation under any such contract or agreement unless expressly agreed to in writing. Buyer shall not be permitted to delay, set-off or condition any payment obligation because of any third party obligation or condition, including but not limited to retainage conditions or "pay-when-paid" terms between

Buyer and a third party. Buyer releases and agrees to defend, indemnify and hold Seller harmless for any claims of any nature whatsoever related to any obligation, risk, liability or responsibility which was Buyer's under any contract or which was assumed by Buyer towards any Owner, Contractor, Construction Manager or other party involving the goods or work supplied by Seller to fulfill any contractual requirement.

28. CHANGE OF TERMS AND CONDITIONS: Buyer acknowledges and agrees that Crescent may change any term or part of these terms and conditions as to open accounts by sending Buyer a written notice at least 10 days before the change is to become effective. If Buyer does not agree to this change, Buyer must notify Crescent within 10 days after the effective date of the change, in which case Buyer's accounts will be closed and must pay Crescent any outstanding invoices under the existing terms of the unchanged terms and conditions for such business accounts. Placement of a new order after the effective date of any change shall be deemed acceptance of the new terms and conditions, even if the aforementioned 20 days have not yet expired.

29. NOTICES. All notices, requests, consents and other communications required or permitted under these Terms and Conditions shall be in writing and shall be sent by regular U.S. Mail and one or more of the following delivery methods: registered or certified mail, postage prepaid; transmitted by telegram, facsimile or e-mail if confirmed by such mailing or delivery, to Buyer and Crescent at their respective addresses on file. Either party may change its address by written notice to the other.

30. OTHER TERMS AND CONDITIONS. No terms and conditions other than those herein stated, and no agreement or understanding, including but not limited to any provisions, terms and conditions contained in any confirmation order or other writing by Buyer, in any way purporting to modify these terms or conditions shall be binding upon Crescent unless consented to in writing by an Officer of Crescent. If any provision of this agreement is found to be unenforceable or invalid in its entirety, such provision will be severed from these terms and conditions but will not affect the enforceability or validity of any other term or condition. CRESCENT'S ACCEPTANCE OF YOUR PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THESE TERMS AND CONDITIONS AND ON YOUR AGREEMENT THAT SUCH TERMS AND CONDITIONS SHALL CONSTITUTE THE SOLE TERMS AND CONDITIONS OF THE ORDER. THE CONDITIONS STATED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER CONDITIONS, AND NO CONTRARY, ADDITIONAL OR DIFFERENT PROVISIONS OR CONDITIONS SHALL BE BINDING ON THE SELLER, INCLUDING BUT NOT LIMITED TO PROVISIONS OR CONDITIONS WHICH DEEM PARTIAL PERFORMANCE OR FAILURE TO OBJECT AS ACCEPTANCE BY CRESCENT OF BUYERS TERMS AND CONDITIONS, UNLESS ACCEPTED BY THE SELLER IN WRITING.

31. ENTIRE AGREEMENT. These terms and conditions and, if applicable, the Crescent Terms and Conditions of Quotation and/or signed acceptance of offer, shall constitute the entire agreement between the parties with regard to the subject matter. The parties shall not be bound by any agent's or employee's representation, promise, or inducement not set forth in these terms or the signed agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of these terms and conditions. Acceptance of or acquiescence in a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of these terms and conditions even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of the agreement other than those specifically set forth herein. These terms and the terms of the signed acceptance can only be modified by a writing signed by the parties

hereto or their duly authorized agents.

32. TERMS AND CONDITIONS RECEIPT. BUYER AGREES TO AND ACKNOWLEDGES RECEIPT OF THESE TERMS AND CONDITIONS WHETHER IN HAND DELIVERED OR THROUGH VIEWING ONLINE AT [www.cesco.com](http://www.cesco.com), where copies of the Terms and Conditions of Quotation, Terms and Conditions of Sale and Application for Open Account Privilege are available. Buyer may also request additional copies by contacting the Corporate Finance Manager of Seller directly at (815) 747-3145.

33. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); or because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning the creditor is the Office of the Bureau of Consumer Financial Protection 1700 G. Street, NW, Washington, DC 20006 and the Federal Trade Commission, Equal Credit Opportunity, Pennsylvania Ave. at 6th Street NW, Washington, D.C. 20580.

#### NOTICE TO OWNER-STATE OF MISSOURI ONLY

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR LIEN WAIVERS FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

## **CRESCENT ELECTRIC SUPPLY COMPANY ("Crescent") TERMS AND CONDITIONS OF SALE through the website <http://www.cesco.com>**

These terms and conditions apply to the purchase and sale of products through the website <http://www.cesco.com> (referred to as the "site"). By placing an order for such products, you agree to be bound by and accept these terms and conditions. If you do not agree to these terms and conditions, you should not obtain products from this site.

These terms and conditions are subject to change by Crescent Electric Supply Company (referred to as "us" or "we") without prior written notice at any time, in our sole discretion.

The latest version of the terms and conditions will be posted on this site, and you should review these terms and conditions prior to purchasing any product and services that are available through this site. These terms and conditions are an integral part of the Site Terms of Use that apply generally to the use of our site. You should also carefully review our Privacy Policy before placing an order for goods or services through this site.

All sales are sold under Crescent Electric Supply Company Business Terms and Conditions of Sales as shown



below. In addition to those terms, the following terms apply specifically for sales through the site.

a) Order Acceptance and Cancellation. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether or not your credit card has been charged. If your credit card has been charged and your order is canceled you will receive a prompt refund credit to your account. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item.

Once an order has been placed, it cannot be cancelled unless the shipment is unavoidably delayed. In this case, we will do our best to cancel the order if requested.

We make every effort to maintain the availability of our site. However, should we experience technical difficulties, we are not responsible for orders that are not processed or accepted.

b) Payment Terms and Sales Taxes. Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us prior to our acceptance of an order. All sales taxes displayed online are estimates only. The actual sales tax will be calculated based on the specifics of your purchase and displayed on the final invoice that will accompany the shipment.

As to any credit card used by you for any purchase, you represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

All payments must be in United States dollars. Current billing address and phone information must be included with every order. You agree to pay interest on all past-due sums at the highest rate allowed by law. We retain a security interest in the products and all proceeds thereof until the full purchase price therefore (including taxes and additional charges) has been paid.

Charges for shipping and handling will be made in accordance with our then-current shipping policies, as described below.

c) Changes in Products and Pricing. Prices do not include freight, handling fees or sales taxes. Prices are good only for sales within the United States of America. We are constantly updating and revising our offerings of products and we may discontinue products at any time without notice. To the extent that we provide information on availability of products, you should not rely on such information, and we will not be liable for any lack of availability of products that you may order through our site.

All pricing for the products available on our site is subject to change. For all of our prices and products, we reserve the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances.

d) Shipping Policy. Final freight charges may differ from what is provided on the site. We reserve the right to determine the most expedient and efficient means of shipment. We cannot provide shipping charges for oversized items and items drop-shipped from manufacturers. Orders that include drop-shipped items may be charged separately for shipping and handling fees. Final freight charges will be provided on your invoice and are determined at time of shipment. No C.O.D. orders can be accepted.

Please note the posted shipping time frame is listed on the individual product page and may vary from item to item. The posted shipping time frame is contingent upon credit card approval and may be delayed should we experience difficulties in obtaining authorization. There may be occasional delays beyond the posted order processing time. If you do not advise us that you would like to cancel the order, we will keep the order active until the order is cancelled or delivery occurs. These shipping terms are accepted by you by placing an order with us.

e) Advertising Disclaimer and Trademarks. The description and images for products on the site are for illustration purposes only and, while believed to be accurate, were compiled from public available sources or the manufacturer. We are not responsible for the accuracy of such descriptions, nor are we responsible for typographical, pricing, product information, advertising or shipping errors.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right to refuse or cancel any orders placed for products listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we will immediately issue a credit to your credit card account in the amount of the charge.

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f) Disclaimer and Limitation of Liability. Our responsibility for defects relating to the products and/or services available on our site is limited to the procedures described in our return policy set forth below. ALL PRODUCTS AND SERVICES AVAILABLE ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANT OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE PRODUCTS AND SERVICES AVAILABLE ON THIS SITE WILL MEET YOUR REQUIREMENTS; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THE QUALITY OF ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN NO EVENT SHALL CRESCENT ELECTRIC SUPPLY COMPANY OR ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS (COLLECTIVELY, OUR "AFFILIATES") HAVE ANY OBLIGATIONS OR LIABILITIES TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, FOR LOSS OF BUSINESS OR USE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS AVAILABLE THROUGH THIS SITE. NO EMPLOYEE OR REPRESENTATIVE OF CRESCENT ELECTRIC SUPPLY COMPANY IS AUTHORIZED TO MODIFY THIS LIMITATION.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY (AND THE LIABILITY OF ANY OF THE PROVIDERS OF PRODUCTS AND SERVICES AVAILABLE ON OUR SITE), FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

g) Warranty and Return Policy. Most of the products and services available through our site are covered under the manufacturer's warranty. If applicable, manufacturer's warranties apply from the date of shipment. You understand that we do not operate or control the products or services offered by the manufacturers participating on our site, and you agree that under no circumstances will we be liable for any damages arising out of the failure of any manufacturer to fulfill its obligations to you under any warranty, repair, customer support or similar policies covering products and services that you may purchase through our site.

While we do not offer any warranties with respect to the products and services available through our site, we are committed to working with you to ensure that every product under warranty performs to the manufacturer's specifications. In the event any return is approved by us, all returned products MUST be 100% complete, contain ALL original boxes and packing materials, have original UPC codes on the manufacturer boxes, and contain all manuals, blank warranty and registration cards, and other accessories and documentation provided by the manufacturer. You are responsible for shipping charges on returned items; we will match your shipping method on your replacement or exchange item(s). You must insure the shipment or accept the risk of loss or damage during shipment. We strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. If your order arrives in a damaged condition, save the merchandise AND the original box and packing it arrived in, and notify us immediately to arrange for a carrier inspection and a pick up of the damaged merchandise.

Some manufacturers do not accept returns of certain items for exchange, replacement or credit FOR ANY REASON, and you should check the information provided with the description of the particular product. See the description of the particular product for warranty information as provided by the manufacturer.

These policies set forth your sole and exclusive rights with respect to return of products and services that you may purchase through our site. For additional information on our Return Policy please click here: [Return Policy](#)

h) Safe Shopping Guarantee. Your browser and our secure server encrypt confidential information during transmission, ensuring that transactions stay private and protected. We guarantee the safety of your credit card information in the following manner: if any unauthorized use of your credit card occurs as a result of your credit card purchase on our site, simply notify your credit card provider in accordance with its reporting rules and procedures. If, through no fault of your own, your credit card company finds credit card fraud but does not waive your entire liability for unauthorized charges, we will reimburse you for the remaining liability up to a maximum of \$50.00. This guarantee applies to purchases made using our secure server (<https://> protocol).

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i) Privacy and Customer Information. We are committed to protecting your privacy. To make your shopping experience more convenient, we may gather information about you. If so, we will maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information. See our Privacy Policy.

At any time you may update your customer account information by following the instructions posted elsewhere on this site. Here you may update your name, password, billing address, shipping address, e-mail address, telephone number, and credit card information. For additional information on our Privacy Policy please click here: [Privacy Policy](#)

i) Service and Support. All requests for technical service and support with respect to the products and services available through our site should be made directly to the manufacturer in accordance with their terms and conditions as set forth in the manual and relating information accompanying their products. Should you have any other questions or concerns, you should contact us by e-mail at [onlinesupport@cesco.com](mailto:onlinesupport@cesco.com) or by mail at:

Crescent Electric Supply Company,  
P.O. Box 500,  
East Dubuque, IL 61025-4420,  
Attention: E-Business Customer Support.

We will do our best to help you; however, we cannot guarantee that every problem will be resolved to your satisfaction.

j) Force Majeure. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and service available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

k) Entire Agreement. These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with site is in conflict or inconsistent with these terms and conditions, these terms and conditions shall take precedence.

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