

WOLF HOME PRODUCTS

TERMS & CONDITIONS

1. As used in this Agreement, Wolf shall include Wolf Home Products and related and affiliated entities, and its successors and assigns.
2. Statements and Payments. Customer agrees to pay the balance of each invoice in full as per credit terms set forth on customer invoices and account statements.
3. Service Charge Collection. If the statement balance is not paid in full when due, the customer agrees to pay a service charge of 1.5% per month on the unpaid balance. If the account is referred for collection, customer agrees to pay reasonable costs incurred, including attorney's fees. In addition to the service charges, a fee of at least \$25.00 will be charged to the account of any Customer who submits a check which is returned from the bank as noncollectable.
4. Revocation and Termination. This account shall be revoked for failure to pay the balance due when required, and may also be revoked for charges by customer in excess of customer's credit limit. This account may be terminated at any time by Wolf, with or without cause, or these Terms and Conditions may be changed, upon written notice to Customer.
5. Irregular Payments. Wolf may accept late payments, partial payments, or any checks or money orders marked as being payment in full or as being a settlement in full of any dispute without losing any rights hereunder or under law. Acceptance of such payments shall not change these Terms and Conditions in any way. All payments made on account shall be applied first to service charges then to the principal balance.
6. Use of Account. Wolf privileges may be used only by customer or his authorized agent as designated on customer's credit application. Customer is solely responsible for notifying Wolf of any changes in the authorized purchase designated herein.
7. Entire Contract. These terms and conditions represent the entire contract between the parties, and all parties agree to be bound by these terms and conditions. No modification, addition to, or waiver of the terms and conditions hereof shall be effective unless agreed to in writing by Wolf. Customer is obligated to immediately report changes in form of business entity or status of entity to Wolf.
8. Customer's Credit. If the financial responsibility of Customer becomes impaired or is deemed unsatisfactory by Wolf for any reason, or if Customer is in default hereunder, Customer shall provide satisfactory security or advance cash payment or payment on delivery, and delivery may be withheld until such security or payment is received. In the event of Customer's bankruptcy, insolvency or assignment for the benefit of creditors, of Customer's default in payment of any indebtedness to Wolf, all of Customer's outstanding indebtedness to Wolf shall become immediately due and payable.
9. Acceptance. Customer agrees to abide by these Terms and Conditions of Sale and by use of this account.
10. Deliveries. Customer authorizes purchases and/or deliveries to be made on this account without signature.

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11. **Contrary Terms.** Customer agrees that Wolf will not be bound to any term or condition of any document that is part of Customer's purchase order or buying process. This agreement supersedes control over any conflicting additional terms in purchase orders, contracts or other like documents executed at any time. Plans, drawings, specifications, performance standards and all other documents are subject to review and approval by Wolf.
12. **Damages.** Wolf shall not be liable for delay damages, liquidated damages, or incidental and consequential damages of any kind.
13. **Conditions.** By supplying materials to Customer, Wolf assumes no responsibility to Customer or to any other person for conditions on the work site, construction methods or means, except as expressly assumed by delivery of material to Customer.
14. **Taxes.** Sales and Use taxes shall be billed to and paid by Customer if not separately stated on Customer's purchase order.
15. **Changes.** Changes in product and/or services requirements by Customer that require additional material and/or services shall be billed to and paid for by Customer.
16. **Pricing.** Prices are firm for 30 days from quote to order.
17. **Indemnification.** To the fullest extent permitted by law, Wolf shall indemnify and hold harmless Customer from and against claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from delivery or materials and services by Wolf, provided that such claim damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible personal property, (other than the products and services themselves) but only to the extent caused by the negligent acts or omissions of Wolf, its agents, subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.
18. **Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All actions shall be commenced in the State or Federal Courts of the Commonwealth of Pennsylvania.
19. **Environmental.** Wolf assumes no liability and provides no warranty of any kind for mold, mold conditions, mold-related problems, or any other environmental conditions or hazardous substances or materials of any kind.
20. **Security Interest.** Wolf is retaining a purchase money security interest under the Uniform Commercial Code in the goods purchased on this account until said goods are paid in full. As provided by law, said goods may be repossessed if not paid for as provided herein.
21. **Returns.** Sales of all special order goods or merchandise are final. Wolf may authorize the return of stock goods in its sole discretion, subject to a return charge.

