

# Terms and Conditions of Sales

All references in this document to "Seller" shall include any subsidiary, affiliate or division of Hughes Supply, Inc. whether or not specifically identified herein. All sales made by Seller are subject to the Terms and Conditions of Sale, which shall prevail over any inconsistent terms of any purchase order or other document. No terms and conditions in any way altering or modifying these provisions or any other terms of Seller shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. Purchaser shall also be bound by all payment terms listed on any invoice.

Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

Seller shall not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labor troubles, fire, force majeure, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's control.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturer of such goods. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE, FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT. SELLER MUST BE GIVEN WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS BY PURCHASER. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. PURCHASER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS DOCUMENT, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER.

No credit for goods returned by Purchaser shall be given without Seller's written authorization. All returns are subject to a restocking charge. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. All sales are FOB Seller's loading dock. Seller shall not be liable to Purchaser for goods which are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Any change in quantities or destination may result in a price adjustment by Seller.

Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers, or other third parties, and not on Seller's interpretation.

Unless otherwise stated on the invoice or other writing from Seller, payment terms are net 30 days. Payment is due in the form of cash, cash equivalent, check, or money order. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. On past due accounts Seller may impose a monthly finance charge to be the lower of one and one half percent per month or the maximum interest charge permitted to be charged by the law governing the account between Purchaser and Seller. The finance charge stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. The Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt. All agreements between Seller and Purchaser (and any affiliate or subsidiary of Purchaser) shall be considered as one single integrated agreement between Seller and Purchaser.

Seller has implemented a policy facilitating the use of electronic payment (ACH debits) technology for the movement of funds. In accordance with this policy, checks received by Seller as payment for goods and/or services provided might be used for the purpose of capturing the bank routing and account information for the depository financial institution named thereon. Seller reserves the right to initiate an ACH debit entry to the payer's checking account.

Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Purchaser may be assigned by Seller.

Purchaser waives any and all privileges and rights, which Purchaser may have relating to venue. Purchaser and Seller agree that any legal action brought by either as a result of the account or business relationship between Purchaser and Seller shall be brought in the venue of the state where the sales from Seller to Purchaser occurred.

Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Seller's extension of credit shall at all times be within the sole discretion of Seller. Seller retains the right to curtail, modify or eliminate any credit availability or credit limit within its sole discretion. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to provide Seller a certification of solvency on request. Purchaser agrees to send Seller written notice of any changes in the form of ownership of Purchaser's business within five days of such changes.

PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.

When applicable, the terms of Executive Order 11246 and 41 C.F.R. part 60-1 shall apply to any purchase made by Purchaser in reliance on this Document.

Woodworks International Inc.  
7233 123<sup>rd</sup> Circle North.  
Largo Fl 33773

Website wwidoor.com

Website Login Name \_\_\_\_\_ (your E-mail Address)

Website Password \_\_\_\_\_ (Minimum 5 Characters)

Login will be granted upon approval of your account.  
All login information will be e-mailed to the email address as supplied above.

Once you have been granted access to our website login you can add any of your employees to your account.  
These employees can then use the Project Wizard to order doors.

Please note: Once an employee has stopped working for you it is best that you delete their login.  
We cannot be held responsible for any loss of data that may result from improper use of our website / Project wizard.

All Prices and information listed on our Website / Project Wizard are subject to change without notice.

Any Login questions or website comments can be addressed to [webmaster@wwidoor.com](mailto:webmaster@wwidoor.com)

Please return this along with your completed Application form to:

Woodworks International Inc.  
7233 123<sup>rd</sup> Circle North.  
Largo Fl 33773

# WOODWORKS INTERNATIONAL

LEGAL NAME OF PURCHASER:				EMAIL ADDRESS:					
PLEASE SELECT ONE: <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> NON PROFIT ORG. <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> L.L.C.									
STREET ADDRESS:				CITY		STATE		ZIP	
MAILING ADDRESS:				CITY		STATE		ZIP	
COUNTY:		BUSINESS PHONE:			BUSINESS FAX:				
ARE YOU SALES TAX EXEMPT? (AN EXEMPTION CERTIFICATION MUST BE ATTACHED)		ESTIMATED MONTHLY PURCHASES \$		TYPE OF BUSINESS:			NO. OF EMPLOYEES:		
<input type="checkbox"/> YES <input type="checkbox"/> NO							BUSINESS START DATE:		
A/P CONTACT:		PHONE:		FAX:		A/P EMAIL:			
PURCHASE ORDER NO. REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO				FED. TAX ID NO.:					
***NAME OF BRANCH FROM WHICH PURCHASES WILL BE MADE:									
***If you do not know the branch name, this information can be found in the "Locations" section of <a href="http://www.hughessupply.com">www.hughessupply.com</a> . Including this information will ensure the fastest possible processing time.									
<b>GUARANTORS</b>									
NAME:		HOME ADDRESS:			PHONE NO.:		SS NO:		
NAME:		HOME ADDRESS:			PHONE NO.:		SS NO:		
<b>TRADE / BANK REFERENCES</b>									
NAME:		ADDRESS:			ACCT #:		PHONE:		
NAME:		ADDRESS:			ACCT #:		PHONE:		
BANK NAME:		ADDRESS:			ACCT #:		PHONE:		
<b>PLEASE ATTACH COPY OF PURCHASER'S MOST RECENT FINANCIAL STATEMENT.</b>									
<p>Purchaser certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to seller (including Purchaser's attached financial statement) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Purchaser and each Guarantor authorize Hughes Supply, Inc. and/or its affiliates ("Seller") to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. Purchaser also agrees to comply with all applicable bulk sales laws. Purchaser agrees that all Terms and Conditions of Sale reverse side of this Credit Application and Personal Guaranty, as the same may be amended by written notice to Purchaser from time to time, shall apply to all sales and extensions of credit made to Purchaser by Seller.</p>									
Signature _____		Printed Name _____			Date _____				
<b>PERSONAL GUARANTY</b>									
<p>To induce the extension of credit to Purchaser, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Purchaser to Seller, including any costs, expenses, and reasonable attorneys' fees payable as a consequence of Seller's collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for Seller to give notice to Guarantor of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, or Seller's arrangements with any other Guarantor. Guarantor may by written notice to Seller at its Corporate Headquarters as described above (Attn: Credit Dept.) terminate its guaranty as to any new extensions of credit to Purchaser made more than ten days after such written notice, but Guarantor shall continue to be obligated in respect of any credit extended within ten days after Seller's receipt of such notice and any credit Seller remains obligated to extend to Purchaser at the close of business on the tenth day following Seller's receipt of such notice. Guarantor agrees to provide personal financial information as reasonable requested by Seller.</p>									
Signature _____		Printed Name _____			Date _____				
Signature _____		Printed Name _____			Date _____				
<b>SELLER'S USE ONLY</b>									
Branch Manager:		Branch Number:		Salesman:		ID:			
Comments:									