

## Jpl & Associates, LLC

### Term and Conditions

The following contract terms and conditions have been established to define the responsibility of each party, and to maintain a mutually satisfactory working relationship.

Binding Contract: A purchase order (PO) constitutes a binding contract between the parties. It is understood and agreed that once a PO is received for a specific job/project, no further competitive quoting for that job/project for which JPL holds the purchase order will be undertaken and accepted. Changes in quality or manufacturer specifications are subject to approval by seller and manufacturer.

If a deposit is required by Jpl, the customer purchase order (PO) shall be binding only upon the receipt of the deposit by Jpl.

Cancellation and Changes: Ordered goods and services are subject to cancellation and/or change authorization by Jpl. Cancellation/change requests must be submitted to Jpl in writing. The request will be reviewed by Jpl, and the customer will receive written response advising of approval or denial of the request. The customer will also be subject to the terms and conditions applicable to each manufacturer involved with the order.

Taxes: Any applicable sales tax shall be added to the price quoted. If the customer is exempt from such taxes, upon request, the customer shall provide Jpl with a copy of the exemption certificate.

Payment: Unless otherwise set forth, the Jpl payment schedule shall be Net Thirty (30) days. If payments are due in installments, failure of the customer to make any scheduled payment shall automatically cause the balance to become immediately due and payable. The customer agrees to pay all expenses, attorney fees and court costs, which may be incurred by Jpl in the collection of any outstanding payment(s).

Order Acknowledgement: Jpl will provide acknowledged ship dates to the customer. Product can be delivered/ installed upon receipt, or delivery can be based on a predetermined phased schedule. In the event of construction and/or other delays, Jpl will hold product(s) up to 30 days in a secure warehouse. Warehousing and storage fees will be charged after 30 days.

Warehousing and Storage: Warehousing and Storage: Jpl maintains established relationships with small business companies that provide warehousing and storage services in secure and temperature-controlled environments. Available spaces vary in size from 2,000 square feet to 25,000 square feet. Copies of insurance certificates held by these companies are retained in the Jpl administrative files. The Jpl warehouses are used by the supplier/manufacturer for product deliveries if, due to unforeseen delays, the client site is not available for direct drop-ship, or in the event that this service is required in order to meet phased installation schedules.

The warehouses have loading docks from which trucks can load and off-load product. Cranes and forklifts are available to move goods within the warehouse, and pallet racks are utilized to organize the warehouse space.

For efficient tracking purposes, goods stored within the warehouse are assigned a specific storage location. This system is coordinated through a sophisticated database program housed on a central computer. Logistics personnel regularly update the database to ensure accurate inventory. The Jpl administrative office has access to and supervises all goods being warehoused on behalf of their client(s). Warehousing and storage fees of \$1.15 per square foot will be charged after thirty (30) days.

Delivery and Installation: The customer agrees to the following conditions:

- a) The job site shall be clean and free of debris
- b) Electricity, heat, hoisting, and elevator services shall be provided to Jpl without charge
- c) Adequate facilities for off-loading, staging, moving and handling of goods shall be provided
- d) If special packaging or handling is required that is not identified in the specifications, the customer may be subject to additional charges
- e) Delivery and installation will be made during normal working hours. Jpl regular business hours are Monday - Friday, 8:00 AM to 5:00 PM. Jpl is available to provide overtime services if required
- f) If trade regulations or labor contracts enforced at the time of installation require onsite tradesmen to complete the installation, all additional costs will be borne by the customer (such as electrician and data hookups)
- g) Customer shall be responsible for inspection of all goods
- h) Customer shall be responsible for security and safeguarding of goods after delivery to the site
- i) Once goods arrive at the site, any loss or damage caused by weather, trades (such as painting or plastering), fire or other elements, shall be the responsibility of the customer, and the customer agrees to hold Jpl harmless from loss for such reasons
- j) Once the goods are installed by Jpl according to the established plan, any subsequent changes requested by Customer will be provided at additional cost, based on the Jpl standard hourly rate per person.

Acceptance of Goods: Customer will receive goods and be prepared for the rendering of services on the agreed-upon date. Upon completion of services, Jpl will perform a walk-through inspection with the customer representative. The customer is to execute the Jpl Customer Acceptance Form (CAF) that will be provided to the customer representative by Jpl. Customer acceptance of goods and services upon delivery and installation shall be the customer's acknowledgment of completion and satisfactory performance of all Jpl contract terms.

Insurance: Jpl carries Business Liability Insurance, Workers Compensation and Motor Vehicle Insurance. Any and all certificate are available upon request. Jpl maintains copies of all service provider/sub-contractor certificates of insurance. Fire, tornado, flood and other insurance at the site location will be provided and paid for by the customer.