

## **CONTINUING CONTRACT FOR SALE OF GOODS** (Conditions of Sale Agreement)

**1. Continuing Nature of Agreement:** This agreement is applicable to the sale of all products that are ordered by Buyer from Seller.

**2. Acceptance; Purchase:** Buyer shall accept the goods and pay the amounts set forth in the then-current published Soler & Palau/JencoFan/JencoFan price lists, or amounts specified by written quotation, for any product ordered in accordance with the terms of this contract. Buyer also agrees to pay all applicable sales taxes. No goods are to be returned once shipped, without the written permission of Seller. There is a minimum purchase order of net US \$25.00.

**3. Rate and Time of Payment:** A 1% discount shall apply to invoices paid in full (and postmarked) within 10 days of date of shipment, thereafter net 30 terms apply. Buyer shall make payment for the full-agreed price within 30 days of shipment of all goods ordered pursuant to this agreement, unless otherwise specified in writing between the parties. Payment shall be remitted to **JencoFan, Lockbox 863004, Orlando, Florida 32886.**

**4. Default:** In the event Buyer fails to pay as agreed above, Buyer agrees that interest shall accrue on the unpaid balance at 18% per annum, beginning on the 45<sup>th</sup> day from the date of shipment of the goods. Seller reserves the right to impose a credit/shipping hold on all future orders in the event of default. Additionally, Buyer agrees to the imposition of a reasonable attorney fee if this matter is turned over to legal counsel by Seller, whether suit be brought or not. This agreement specifically covers all attorney fees in all types of litigation, including suits, appeals and bankruptcy actions or matters.

**5. Freight:** This agreement is operative at Seller's factory docks, Jacksonville, Florida 32217, or point of shipment.

**6. Cancellations:** The parties agree that Seller will make every reasonable attempt to reduce its costs in the event an order is cancelled by Buyer after it is placed, but Buyer agrees to pay for all work done to the point of the said cancellation. If the cancellation occurs following shipment, Buyer will be responsible for all related costs, and for any restocking fees imposed by Seller. If the goods are custom in nature, Seller will not be required to accept a return of the merchandise.

**7. Warranty of Use/Merchantability:** A separate warranty will be issued upon completion of this agreement and its terms are conclusive. No other warranties exist, express or implied. Statements relating to the products that are the subject of this agreement, made prior to the execution of this agreement, are not warranties except to the extent that the contrary is expressly set forth herein. It is understood that such statements were not intended to, and did not, form a part of the agreement; they were merely made in the course of negotiations of the parties.

**8. Right of Inspection:** Buyer shall have the right to inspect the goods at the time and place of delivery and within ten (10) business days after delivery. Buyer must give written notice to Seller of any claim for damages on account of the condition, quality or grade of the goods, and Buyer must specify in detail the basis of any such claim. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer.

**9. Governing Law/Jurisdiction/Venue/Waiver of Jury Trial:** The parties acknowledge that any transactions subject to this contract bear a reasonable relation to the State of Florida, and agree that the laws of the State of Florida will govern their respective rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code shall control all aspects of this contract and its interpretation, and that all the definitions contained herein will be applicable to this contract except where this contract may expressly provide otherwise. It is further agreed that the proper venue for any action of any type whatsoever that may be filed which arises from this agreement or in any manner relates to sales contemplated herein, shall be in Jacksonville, Duval County, Florida. The parties agree that in the event of any litigation that arises from or is related to this agreement, they will waive their respective rights to a trial by jury.

**10. Integrated Agreement:** The terms of this contract are intended by the parties as a final expression of their agreement with respect to such terms and also as a complete and exclusive statement of such terms. It cannot be modified except by a written instrument signed by duly authorized representative of both parties.