

TERMS AND CONDITIONS

To the prices quoted there shall be added the amount of any City, State and Federal Sales or excise Taxes which may be assessed upon, or with respect to the articles referred to herein which increase the cost thereof to us, then the prices quoted herein shall be increased proportionately to cover such increase in cost to us.

Since quotations are based on current material and labor costs and conditions, they are subject to change without notice. Orders resulting from this proposal will be billed at prices prevailing at time of shipment, irrespective of quotation.

We will not be responsible for delay or failure to deliver due to strikes, lockouts, materials shortage, governmental restrictions or other cause beyond our control, and our time to perform or deliver shall be extended, at our option, for a period equivalent to the delay from any such cause.

The right is reserved to correct clerical errors in extension or totals.

Unless otherwise stated elsewhere in this proposal, the terms of payment are net cash and the F.O.B. point is the point of shipment. Partial shipments are permitted and shall be paid for when due, irrespective of non-delivery of other articles covered by this proposal. Unless otherwise stated elsewhere in this proposal, a proportionate share of any deposit made hereunder shall be allocated to each partial shipment in determining the balance due thereon. In determining the amounts due on partial shipments made under a lump sum quotation, our break-down of individual prices shall be conclusive and binding.

In the acceptance of this proposal, it is understood and agreed that title to and ownership of all articles covered hereby shall remain in Win Restaurant Supplies, Inc. until the full purchase price, including interest and expenses, if any, is paid in full in cash.

Any promises representations or understanding which are not herein contained shall have no force or effect, and are hereby waived. No modification of this proposal. After acceptance and approval, shall valid or binding unless in writing signed by the parties.

“The purchaser agrees to obtain, at its own cost and expense, insurance against loss by fire for all goods, wares, merchandise and chattels to be purchase; the purchaser agrees to obtain such insurance as soon as Win Restaurant Supplies, Inc. deliver all or part of any order to the premises of the purchaser, and said insurance shall be obtained whether or not a chattel mortgage or conditional sale contract had been executed.”