

AGREEMENTS, TERMS AND CONDITIONS

Nicholas Consolidated, Inc. shall hereinafter be referred to as seller, and the applicant, above named, shall be referred to as customer.

All sums owing to seller by customer shall be paid in accordance with the terms and conditions expressed on the written quotation signed by seller and customer, or on seller's invoice. In the absence of such expressed terms and conditions, all sums shall be due and payable within ten (10) days after the end of the calendar month in which any advance is made by seller to customer. All sums shall bear service charges from the due date at the rate of 1 ½% per month or 18% per annum until paid in full. In the event seller takes legal action with attorney/law firm to collect any sums from customer, the customer shall pay for all costs and expenses incurred by seller in connection therewith, including reasonable attorney's fees, whether or not suit is commenced. In the event seller hires a collection agent/agency to collect any sums from customer, customer agrees to pay all collection costs of no less than twenty-five percent (25%) of the total balance due or \$750.00, whichever is greater. Any legal action against customer to enforce the terms of this agreement or any other right of legal action which seller may have against customer shall be in Maricopa County, Arizona.

Customer shall furnish to seller, from time to time, promptly upon request, complete financial statements pertaining to customer's operations and financial condition and all other information and documents that seller may reasonably request. Any and all quotations, certificates, invoices, and other documents signed on behalf of customer by any employee of customer shall be deemed to have been executed on behalf of customer with full authority.

Seller has the right to file pre lien and/or other lien against any site to which materials have been supplied and remain unpaid. Nothing contained herein shall be construed as a waiver by seller of any lien rights or any other rights which it may now have, or hereafter acquire by law.

Seller makes no warranties of merchantability and fitness with respect to any goods sold to customer, and there are not warranties which extend beyond the description of our invoices evidencing purchases by you. Any warranties arising from our sale of good to you are provided solely by the manufacturer of those goods. The terms of any warranties will be furnished upon request. If the goods are damaged or defective and the manufacturer acknowledges responsibility under its warranty, seller may, but shall not be required to, replaced the damaged or defective goods from sellers inventory, if available, or allow the purchaser a credit for the amount of purchase price of such goods.

CONDITION OF RETURN MATERIAL: material must be returned within thirty days after shipping date. Material is subject to our inspection. If the condition of the material does not warrant it, credit may not be allowed. Customer agrees to pay all expenses in connection with the returned merchandise, including freight and restocking charges.

Any dispute regarding billing, pricing, charges or materials must be submitted in writing by customer to seller within 30 days of invoice date or said dispute shall be waived by customer.

This instrument contains the entire agreement of the parties, and no waiver or modification hereof shall be valid unless expressed in writing and executed by the parties.