



Evergreen Oak Electric Supply and Sales / Crest Lighting
 P. O. Box 549 • Crestwood, IL 60445
 (708) 597-4220
 fax (708) 597-7333

REQUEST FOR ESCROW JOB APPROVAL

date _____

APPLICANT:

Name: _____
 Individual/Corporation/Proprietor (please specify) _____
 Address _____
 City, State, Zip _____
 Phone () _____ Facsimile () _____
 Contact _____

PROJECT:

Job Name: _____
 Job Address _____
 Funding Bank, Address _____

Amount of order \$ _____ Will there be any additions? Yes/No/Unsure

ESCROW INFORMATION:

Escrow Agency, Address _____
 Escrow Agency phone/fax () _____ fax () _____
 Escrow Officer _____, Direct phone # _____
 Escrow # _____

Applicant agrees to Evergreen Oak Electric/Crest Lighting Studios standard terms and conditions of sale on reverse side (050192); and further authorizes lending or escrow agency to release verification to Evergreen Oak Electric/Crest Lighting for the purpose of extending credit terms for this project.

Signature **Written Name**

Office Use Only	
Sales Person: _____	
Approval _____	
Account Number _____	Date Rtn'd to salesperson _____

13400 S. Cicero Crestwood , IL 60445	708-597-4220	FAX: 708-597-1827
3300 N. Sheffield Chicago , IL 60657	773-525-8000	FAX: 773-525-4986
1600 W. Ogden Lisle , IL 60532	630-963-6600	FAX: 630-963-6691
1918 Ferro New Lenox , IL 60451	815-723-7100	FAX: 815-723-1300
2019 Corporate Lane, Suite 103 Naperville IL 60563	630-718-3930	FAX: 630-718-3933
14355 S. La Grange Orland Park , IL 60462	708-460-6770	FAX: 708-460-9255

email: info@evergreenoak.com

TERMS AND CONDITIONS - 050192

1. EVERGREEN OAK ELECTRIC SUPPLY AND SALES COMPANY dba EVERGREEN OAK ELECTRIC/CREST LIGHTING STUDIOS/CITY LIGHTS BY CREST (Seller) hereby gives notice of its objection to any different or additional terms and conditions. This offer to sell is expressly conditional on Buyer's assent to the terms and conditions on the front and back of this form and on approval of Buyer's credit worthiness. If not previously given, Buyer's receipt of goods is conclusive as to this assent.

Unless different or additional terms and conditions are stated or referred to in the Seller's proposal, in which event such different or additional terms and conditions shall be exclusive as to the particular subject covered, the terms and conditions stated below apply, and such terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties.

2. All offers to sell are made F.O.B. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Buyer has risk of loss after delivery F.O.B. point.
3. Shipping dates given in advance of actual shipment are estimated and deliveries will be made subject to prior orders on file with Seller. Seller shall not be liable for failure to perform or delay in performance due to any cause beyond its reasonable control, or fire, flood, strike, or other labor difficulty, act of God, act of governmental authority or of the Buyer, transportation difficulties, delays in usual sources of supply, and major changes in economic conditions. In the event of delay in performance due to any such cause, the date of delivery or shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.
4. a. If the goods sold are the products of manufacturers other than Seller or its subsidiaries. Seller makes no warranty, expressed or implied, concerning such goods. As respects Seller, such goods are sold with all faults, but Seller shall use its best reasonable efforts to obtain from the manufacturer, in accordance with such manufacturer's customary practices, the repair or replacement of any goods as may prove defective in workmanship or material. Seller hereby disclaims any and all warranties against patent infringement. Seller shall, however, if given prompt notice by the Buyer of any claim of patent infringement with respect to any goods sold hereunder, use its best efforts to secure for the Buyer such indemnity rights as the manufacturer may customarily give with respect to such goods.
- b. The foregoing warranties are exclusive and in lieu of all other warranties whether statutory, expressed, or implied (including all warranties of merchantability and fitness for particular purpose and all warranties arising from course of dealing or usage of trade), except patent infringement.

The remedies provided above are the Buyer's sole remedies for any failure of Seller to comply with its obligations. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Seller whether the claims of the Buyer are based in contract, in tort (including negligence or strict liability), or otherwise with respect to or arising out of the goods or service furnished hereunder.

If in Seller's judgment, the financial condition of the Buyer at any time does not justify the terms of payment specified, Seller reserves the right to require full payment in cash before order entry, manufacture, shipment, or delivery.

This order may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.

7. Seller, its contractors, and suppliers of any tier shall not be liable in contract, in tort (including negligence or strict liability) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the Buyer, or for any special, indirect, incidental, or consequential damages whatsoever. The remedies of the Buyer set forth herein are exclusive and the total cumulative liability of Seller with respect to this contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of any goods covered by or furnished under this contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the goods or part on which such liability is based.
8. The prices shown do not include any sales, use, or other taxes or charges payable to state or local authorities. Any such taxes or charges now or hereafter imposed with respect to sales or shipments hereunder will be added to such prices and the Buyer agrees to reimburse Seller for any such taxes or charges.
9. Payment is due within 30 days from date of invoice. Cash discount for prompt payment of goods which bear cash discount will be allowed when paid within 10 days from date of invoice.
10. No sales representative of Seller has authority to alter, vary, or waive any of the standard terms and conditions herein.
11. Buyer agrees that any claim of any kind by Buyer based on or arising out of this contract or otherwise shall be barred unless asserted by Buyer by the commencement of an action within 12 months after the delivery of the products or other event, action, or inaction to which such claim relates. This provision shall survive any termination of this contract, however arising.
12. In the event Buyer defaults in payment, Buyer shall be liable for all collection costs incurred by Seller including, but not limited to, attorney and collection agency fees.
13. In the event Buyer does not pay when due, past due amounts are subject to service charges of 1½ percent per month or maximum permitted by law.
14. In the event of litigation pertaining to any matter covered by this contract, Buyer hereby agrees to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation.
15. It is the policy of Seller to provide equal employment opportunity and to adhere to Federal, state, and local laws pertaining thereto, if any.
16. Nothing contained herein shall be construed to limit or waive any rights of Seller under applicable Federal, state, or local laws.
17. In the event of transfer to a third party of any goods or interest therein, Buyer shall, at its option, either (i) obtain for Seller written assurance from transferee that Seller's and its subcontractor's and supplier's protection against liability following the transfer is the equal of that provided by this contract, or (ii) indemnify them against any liability they may incur in excess of that which they would have incurred and Buyer obtained the above assurance from the transferee.