



ROCORE
FAX 414-421-0712
9845 SOUTH 57th ST
FRANKLIN WI 53132414-421-4666

Invoice Number: RF0000104780

Page: 1 of 1

Date: 4/23/2020

Salesperson: CALVERT, WILLIAM
Regular Invoice

Tax ID 1: 20-4954856

Tax ID 1: 760395655

Currency: USD US Dollar

C002720

B HITEC POWER PROTECTION
I 25707 SOUTH WEST FREEWAY
L ROSENBERG TX 77471
L USA
T
O

12

S GIRTZ
H 5262 N EAST SHAFER DR
IP MONTICELLO IN 47960
T USA
O

Fax: 281-239-6117

Order	Purchase Order	Packages	Prepaid	Weight	Ship Via	Terms
CC00026299	1284520				TO BE DETERMINED	NET 30 DAYS
Line/Rel	Qty Ordered	Qty Shipped	Back Order	Unit Price	Extended Price	
1	1.000	1.000	0.000	51,020.00000	51,020.00	

CI:

Item: R35602

Description: RAD,SHB84-8-452/554-25B,QSK60

U/M: EA

Date Shipped: 4/23/2020

2	1.000	1.000	0.000	2,889.00000	2,889.00
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CI:

Item: P14359

Description: STARTR,MTR, 25HP,COMBO,3/60/460,NEM3R

U/M: EA

Date Shipped: 4/23/2020

REMIT TO: ROCORE HOLDINGS INC
..... PO BOX 5173
..... CAROL STREAM, IL 60197-5173

Sales Amount	53,909.00
Misc Charges	0.00
Freight	1,333.33
Sales Tax	0.00
	0.00
Prepaid Amount	0.00
Total	55,242.33

ROCORE TERMS AND CONDITIONS**ACCEPTANCE OF ORDERS**

Prices stated verbally or on any price lists are subject to change without notice. All orders are subject to acceptance and approval by authorized personnel of Seller and Seller will not be bound by any order not accepted in writing by such personnel. All price lists, quotations, acceptance of orders, and sales of Seller products are conditional upon and subject to these STANDARD TERMS AND CONDITIONS OF SALE WHICH SHALL BE PART OF ALL CONTRACTS FOR THE SALE OF SELLER'S PRODUCTS.

These STANDARD TERMS AND CONDITIONS OF SALE, together with the terms and product descriptions on the face of Seller's price lists and INVOICE FORM, if any, shall take precedence over the product description, terms, and conditions set forth in any of Buyer's documents. By placing a firm order Buyer agrees to accept these STANDARD TERMS AND CONDITIONS OF SALE. Buyer's silence after receipt of Seller's INVOICE FORM, if any, and/or acceptance of partial or full shipment of Buyer's order shall similarly constitute acceptance of the agreement contained in the INVOICE FORM, if any and these STANDARD TERMS AND CONDITIONS OF SALE. Seller's INVOICE FORM shall constitute final and complete agreement between Buyer and Seller, and all prior and contemporaneous representations, agreements, and negotiations will be merged therein. Any modifications, alterations, additions, or cancellations thereto are not binding on Seller unless accepted in writing by Seller.

PRODUCT DESCRIPTION AND SPECIFICATIONS AND BUYER'S IDENTITY

Buyer agrees to accept promptly after delivery the products furnished in accordance with the product description on the face hereof. Further, Buyer hereby grants to Seller a nonexclusive, royalty free, license to identify Buyer as a purchaser of Seller's products solely in marketing material produced and disseminated by Seller.

AUTHORITY OF SALES REPRESENTATIVES

Seller's sales representatives or agents have no authority to make any agreements, contracts, or understanding; or to incur any obligations or liability on behalf of Seller. Orders and contracts taken by salesmen or agents are subject to approval by Seller.

TERMS

The terms which apply to Buyer's order are specified on the face of Seller's INVOICE FORM, if any, and these STANDARD TERMS AND CONDITIONS OF SALE. Buyer agrees to make prompt payment of all invoices presented whether the invoices so presented comprise the entire order or only part of such order. Credit terms herein extended are subject to revocation, to change, or withdrawal by Seller at any time upon notice to Buyer in writing and Seller reserves the right to demand guarantees, security, or payment prior to commencement of Seller's performance. Buyer's failure to pay for any deliveries when due shall excuse Seller from making further deliveries on this order or any other order. Credit terms for one order establish no precedent in respect to any subsequent orders. The Buyer, any higher tier contractor, or the owner of property to which the product described herein may become affixed will not be released from liens or claims of any kind unless and until such products have been fully paid for.

TITLE, DELIVERY, AND RISK OF LOSS

Delivery of products to Buyer shall take place upon delivery to a carrier consigned to Buyer or upon delivery directly to Buyer, whichever occurs first. Title and risk of loss arising from any cause passes to Buyer upon delivery provided that Seller shall retain a security interest in all products delivered to Buyer until such products are paid for in full.

TAXES

Federal, state and municipal taxes (except, income taxes) now or thereafter imposed with respect to all sales and/or the production, manufacture, sales, delivery use, transportation or proceeds of the ordered products specified against such sales will be for Buyer's account and if paid, or required to be paid, by Seller, the amount thereof will be added to and become a part of the price payable to the Buyer.

PRICES

Prices specified are contingent upon the requirements of completing an individual order, including but not limited to product description, quantities, current costs of material and labor, simultaneous production of other orders for similar products, delivery schedule, FOB point, and other conditions. Therefore, prices for an individual order will not necessarily be the same or as low as prices charged previously or prices charged during the period of performance of any order, either to Buyer or to other customers.

INSTALLATION, REPLACEMENT, AND REPAIRS

Under no circumstance will Seller make or secure installations, replacements or repairs; or be responsible for the cost thereof; or for any damage caused by faulty installation or repair.

DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

In no event will Seller be liable for incidental or consequential damages of any kind resulting from the order of or use of Seller's products, whether arising from breach of warranty, nonconformity to ordered specifications, delay in delivery (regardless of whether or not the cause of such delay is beyond control of Seller) or any loss sustained by the Buyer.

DELIVERIES

Times of delivery are only estimated and are not guaranteed.

Deliveries of goods are contingent upon any cause beyond the reasonable control of Seller, including but not limited to strikes, fire, floods, wars, accidents, delays of carriers, shortages of supplies or materials, delays of default of supplier or a contractor, government regulation, disruption due to failure of production facilities, and disruption due to failure of transportation facilities. In the event of any delay in performance of delivery due to any cause beyond the reasonable control of Seller, Buyer agrees to accept delivery at such time as delivery can be effected, or, if the delay is unreasonable to compensate Seller for all costs of production, including but not limited to costs of materials, labor, and overhead incurred up to the time Seller receives written notice of Buyer's desire to have production of the order stopped. Delivery of products may be made by the carrier selected by Seller by either a single delivery or delivery in lots.

LIMITED WARRANTY

Seller warrants its products to be free from defects in material and workmanship for the period of time as specified in the applicable price sheet from the date of sale to first purchaser at retail. This warranty covers any parts furnished from the factory of Seller, but does not include labor of any kind, materials not furnished by Seller, or any charges for any such labor or materials. This warranty does not apply to any equipment, which has been subject to misuse, negligence, or operating conditions in excess of those for which such equipment was designed. This warranty does not cover the effects of physical or chemical properties of water or steam or other liquids or gases used in the equipment. This warranty is extended to and enforceable by only the first purchaser at retail. PURCHASE RECEIPT MUST BE PRESENTED WITH ALL CLAIMS.

SELLER'S WARRANTY OF ITS PRODUCTS TO BE FREE FROM ALL DEFECTS IN MATERIAL AND WORKMANSHIP AS LIMITED HEREIN SHALL BE IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES. ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION STATED IN THESE STANDARD TERMS AND CONDITIONS OF SALE, SHALL BE LIMITED TO THE APPLICABLE PERIOD, FROM DATE OF SALE TO FIRST BUYER AT RETAIL.

Seller makes no warranties or representations with regard to the proper application of any of Seller's products to any particular use or situation. All engineering and design decisions are solely the responsibility of the Buyer.

SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND RESULTING FROM THE ORDER OR USE OF ITS PRODUCTS.

Buyer's remedy for breach of warranty, exclusive of all other remedies provided by law, is limited to repair or replacement at the place of purchase of any part or parts which shall, within the applicable period, from date of sale to first Buyer at retail, be returned thereto with all transportation expenses prepaid, and which the examination of Seller shall disclose to have been defective. Buyer's remedy does not include reimbursement for any labor or material charges for replacement, removal, or installation of parts, adjustment, repairs, or any other work done.

Some jurisdictions may not allow the exclusion of certain damages or the limitation on certain warranties so in those jurisdictions, only, those limitations may not apply, but only to the extent specifically prohibited by law.

CANCELLATION-INSPECTION-REJECTION

Orders for material or equipment are not cancelable, either in whole or in part, nor are material returnable for credit.

Seller will replace any material or equipment not conforming to the product description of Seller's INVOICE FORM, if any, or ACCOUNT STATEMENT, of the particular detail of nonconformance or defect of such material or equipment by written or telegraphic notice, either before or immediately upon delivery, and only if such nonconforming material or equipment is returned, sold or otherwise disposed of in accordance with instructions of Seller. Buyer agrees to inspect all of the ordered material or equipment either before or upon delivery and waives all its rights to reject or refuse to accept any nonconforming material or equipment unless notice is given to Seller in the aforesaid time and manner. Buyer may inspect the ordered material at Seller's plant in an area designated by Seller. Buyer agrees that the right of rejection of nonconforming material or equipment as limited herein, and the right to replacement by Seller with material or equipment conforming to the ordered specification are exclusive of all other remedies provided by law. Written authorization must be issued by Seller before any material is returned to its plant or warehouse.

GOVERNING LAW

It is agreed that the parties hereto intend that all questions as to validity, interpretation and required performance arising out of any contact between them are to be governed by the laws of the State of Indiana (Uniform Commercial Code). Any claim brought against Seller must be brought in Marion County, State of Indiana.