

**CAPITALPLUS SUPPLY LLC
TERMS AND CONDITIONS**

The following terms and conditions (“**Terms and Conditions**”) apply to the sale of Materials pursuant to any Purchase Agreement, Purchase Order, or other written agreement between [client name] (“Purchaser”) and CAPITALPLUS SUPPLY LLC (“Supplier”).

Any order to purchase Materials shall constitute, and the sale of Materials is expressly conditioned on, Purchaser’s assent to these Terms and Conditions.

1. DEFINITIONS

- (a) “**Purchaser**” means the party to which Supplier is providing Materials under the Contract.
- (b) “**Purchaser Default**” means any failure by Purchaser to make timely payment for Materials in accordance with the terms of the Contract or otherwise comply with the terms and conditions of the Contract.
- (c) “**Contract**” means these Terms and Conditions and any and all of the other Contract Documents into which these Terms and Conditions are incorporated.
- (d) “**Contract Documents**” means (i) these Terms and Conditions, (ii) the Purchase Agreement, (iii) the Purchase Order. A copy of a Purchase Agreement and Purchase Order are attached hereto.
- (e) “**Contract Price**” means the agreed price stated in the Contract for the sale of Materials, including adjustments (if any) in accordance with the Contract.
- (f) “**Materials**” means the equipment, parts, materials, supplies, and other goods Supplier has agreed to sell to Purchaser under the Contract.
- (g) “**Project**” and “**Project Site**” mean respectively the project and project location identified in the Contract.
- (h) “**Supplier**” means CAPITALPLUS SUPPLY LLC, a Tennessee limited liability company, with principal offices located at 2510 Solway Road, Knoxville, Tennessee 37934.

2. REPRESENTATIONS OF PURCHASER

Purchaser represents and warrants to the Supplier that:

- (a) the Materials are entirely for incorporation into the Project;
- (b) Purchaser is the owner, general contractor, or a first-tier subcontractor, on, or for the Project;
- (c) The lien and security interest granted to Supplier pursuant to the Contract are first priority security interests in the Materials, and any other liens granted by Purchaser with respect to the Materials are subject to the provisions hereof and the Purchaser

has an obligation to protect any and all of its lien rights for the benefit of the Supplier;

- (d) The Purchaser shall provide Supplier with any and all lien waivers arising from or relating to the Contract and any other documentation evidencing payments made pursuant to the Contract as requested by the Supplier;
- (e) By delivering the Materials to the Project, Supplier shall have the right to file and enforce a mechanics' lien against the Project Site upon the failure of Purchaser to timely pay for such Materials;
- (f) If Purchaser is not the owner of the Project, Purchaser has delivered construction submittals to the owner and/or general contractor, as the case may be, detailing the Materials to the Project; and
- (g) Purchaser has received written acknowledgment from the owner, the general contractor or the architect or engineer of record on behalf of the general contractor for the Project, as the case may be, authorizing and approving the ordering of the Materials.

These representations and warranties constitute a material reliance for the Supplier to enter into the Contract.

3. DELIVERY AND SHIPPING TERMS

- 3.1 Supplier shall cause delivery of Materials to Purchaser FOB origin.
- 3.2 Purchaser shall pay all delivery costs and charges or pay Supplier's standard shipping charges plus handling. Partial deliveries are permitted.
- 3.3 Delivery times are approximate and are dependent upon prompt receipt by Supplier of all information necessary to proceed without interruption. Supplier may deliver Materials in advance of the delivery schedule. Materials will be delivered to the Project Site only.
- 3.4 If Materials delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Purchaser shall so notify Supplier within three (3) days after receipt, and Purchaser's failure to timely notify Supplier shall constitute a waiver thereof.
- 3.5 For the avoidance of doubt, title to Materials and risk of loss shall pass to Purchaser upon delivery in accordance with Section 3.1.
- 3.6 In no event will Supplier be responsible for the assembly, installation, set-up and maintenance of the Materials or the cost thereof.

4. CONTRACT PRICE AND PAYMENT TERMS

- 4.1 Purchaser shall purchase the Materials from Supplier at the Contract Price. All Contract Prices are exclusive of shipping and handling charges, and all sales, use and excise taxes, and any other taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such charges, costs and taxes. All such charges, costs and taxes which are the obligation of Purchaser will be added to the invoice if prepaid by Supplier.
- 4.2 Unless otherwise specified in the Suppliers' quotation, Supplier's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Supplier before receipt of Purchaser's execution of the Purchase Agreement and Purchase Order.
- 4.3 Terms of payment are due upon receipt of invoice.
- 4.4 Purchaser shall pay interest on all late payments at the rate set forth in the Purchase Agreement. Purchaser shall reimburse Supplier for all costs incurred in collecting any unpaid amounts owing by Purchaser to Supplier, including, without limitation, reasonable attorneys' fees and court costs.
- 4.5 Supplier shall be entitled to suspend delivery of any undelivered Materials if Purchaser fails to pay any amounts when due hereunder for previously delivered Materials. In the event Supplier suspends delivery on account of Purchaser's failure to pay, or for any other material breach of the Contract, Purchaser agrees that Supplier shall have no liability for any damages that Purchaser may sustain as a result thereof.
- 4.6 Purchaser shall not withhold payment of any amounts due and payable under the Contract by reason of setoff of any claim or dispute with Supplier or any of its affiliates regardless of the basis of such claim for setoff. Purchaser shall not be permitted to withhold payment on the basis that it has not been paid by the Project owner or upper-tier contractor.

5. CANCELLATION OF PURCHASE ORDER

- 5.1 Purchaser may cancel a Purchase Order and/or Purchase Agreement only with the prior written consent of Supplier, which consent Supplier may withhold in its sole discretion. All cancellations will be subject to payment of reasonable and proper cancellation charges.
- 5.2 Purchaser may return Materials only at its sole cost and only with the prior written authorization of Supplier. No returns of special, custom, or made-to-order Materials will be permitted.

6. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

- 6.1 Purchaser acknowledges and agrees that Supplier has absolutely no responsibility or liability in connection with the Materials. The Materials are not manufactured by Supplier, and all Materials are sold AS IS AND WITH ALL FAULTS. The only warranties are those provided by the manufacturer of the Materials, if any, and any other warranties that are expressly set out in the Purchase Order or the Purchase Agreement, which shall be Purchaser's sole and exclusive warranties. **SUPPLIER MAKES NO WARRANTY WITH RESPECT TO THE MATERIALS, AND DISCLAIMS ANY AND ALL**

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COURSE OF PERFORMANCE, COURSE OF DEALING, AND USAGE OF TRADE. The Supplier does not assume any obligation to assist the Purchaser or any other person or entity with the prosecution of any warranty claims against the manufacturer or lower tier supplier.

- 6.2 Inasmuch as Supplier is not the manufacturer of the Materials, Purchaser releases Supplier of and from all claims and causes of action (a) regarding any alleged defect in the Materials, including but not limited to claims and causes of action brought in contract, tort (including negligence or strict liability), or otherwise; (b) related to the inability or refusal of Supplier's suppliers to provide the Materials; (c) related to any claims that may be asserted by any third persons that the Materials infringe on their patent, copyright, trademark or other intellectual property rights; or (d) related to the failure of the Materials to comply with any applicable laws and regulations.
- 6.3 IN NO EVENT SHALL SUPPLIER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, DELAY, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 6.4 Notwithstanding anything to the contrary contained in the Contract, in no event shall Supplier's aggregate liability arising out of or related to the discrete Contract, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amount paid to Supplier for the Materials sold under the discrete Contract.
- 6.5 The foregoing limitations are material terms of the parties' bargain and reflect the bargained-for allocation of risks between Supplier and Purchaser, without which Supplier would not have agreed to provide the Materials at the price charged.
- 6.6 To the fullest extent allowed by law, Purchaser shall indemnify and hold Supplier harmless from all claims, actions, demands and costs, including but not limited to reasonable attorney's fees, brought by a third party against Supplier, which in any way relate to any of the Materials or Purchaser's use thereof. Purchaser shall also indemnify Supplier for any and all losses incurred by Supplier arising out of Supplier's performance of the Contract, including but not limited to reasonable attorney's fees and all other expenses Supplier incurs as a result of such losses.

7. GRANT OF SECURITY INTEREST; EXPRESS TRUST

- 7.1 To secure the timely payment in full of the purchase price of the Materials, Purchaser hereby assigns, grants and pledges to and for the benefit of Supplier all of Purchaser's

estate, right, title and interest in the Materials, wherever located and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing, including (a) all of Purchaser's estate, right, title and interest in, to and under all agreements, contracts and documents pursuant to which Purchaser is a party for the delivery or installation of Materials (collectively, the "**Assigned Agreements**") and (b) all rights of Purchaser to receive moneys due and to become due under or pursuant to the Assigned Agreements (all of the property described in this Section 7.1 being collectively referred to herein as the "**Collateral**"). The security interest granted under this provision constitutes a purchase money security interest ("**PMSI**") in the Collateral pursuant to the Tennessee Uniform Commercial Code (T.C.A. §§ 47-9-101 et seq., the "**Tennessee UCC**"), or, if applicable, the Uniform Commercial Code as enacted by the state in which the Project is located.

- 7.2 Purchaser acknowledges that any moneys received by Purchaser on account of an Assigned Agreement are Collateral and proceeds of Collateral subject to Supplier's PMSI. It is the parties' express intention that moneys received or to be received by Purchaser on account of any Collateral or pursuant to an Assigned Agreement are property of Supplier and shall be held by Purchaser in trust for the benefit of Supplier pending payment in accordance with the terms of the Contract to the fullest extent permitted by law, and Purchaser agrees to so hold such funds for Supplier's benefit. For the avoidance of doubt, such moneys shall not constitute or be construed to be property of Purchaser for purposes of any state, local or federal law or through application of any principle of law or equity.
- 7.3 Supplier shall have the right to sign and file any and all documents in Purchaser's name and take any action it deems necessary to fully establish its security interest in the Collateral and the perfection thereof; however, the failure of Supplier to file any such document, or to take any other steps necessary to preserve any of its rights against prior parties to the Collateral, shall not constitute a waiver or any diminishment of Supplier's right to such security interest.
- 7.4 Purchaser shall promptly from time to time give, execute, deliver, file, record, authorize or obtain all such financing statements, continuation statements, notices, instruments, account control agreements, documents, agreements or consents or other papers as may be necessary or desirable in the reasonable judgment of Supplier to create, preserve, perfect, or maintain the perfection of or validate the security interest granted pursuant to this Section 7 or to enable the Supplier to exercise and enforce its rights hereunder with respect to the Collateral.
- 7.5 Purchaser shall not file or cause to be filed, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which Supplier is not named as the sole secured party.
- 7.6 Purchaser represents and warrants that the Assigned Agreements are commercially reasonable, arm's length agreements with commercially reasonable provisions defining Purchaser's responsibilities for performance, payment to Purchaser, and other requirements; Purchaser further represents and warrants that the Assigned Agreements

have not been assigned, pledged, or otherwise transferred or encumbered in favor of any party other than Supplier. The representations of this Section 7.6 are a material reliance to Supplier's performance pursuant to these Terms and Conditions.

7.7 Notwithstanding the exercise of any right by Supplier pursuant to these Terms and Conditions, Purchaser shall continue performance of its obligations under the Assigned Agreements and shall protect all Collateral from diminution of value at Purchaser's sole expense and in good faith, and Purchaser shall not be relieved of any responsibility or obligation under the Assigned Agreements by reason of Supplier's exercise of any remedy pursuant to these Terms and Conditions.

8. SUPPLIER'S REMEDIES; ADEQUATE ASSURANCE

8.1 If a Purchaser Default shall have occurred and be continuing, upon notice to Purchaser, Supplier may exercise all of the rights and remedies, with respect to the applicable Collateral, of a secured party under the Tennessee UCC (whether or not the Uniform Commercial Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including the right, to the fullest extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if Supplier were the sole and absolute owner thereof (and Purchaser agrees to take all such action as may be appropriate to give effect to such right); and without limiting the foregoing: (a) Supplier in its discretion may, in its name or in the name of Purchaser or otherwise, demand, sue for, collect or receive any money or other property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; (b) Supplier may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral; (c) Supplier may apply any money or other property therein to payment of Purchaser's obligations to Supplier under the Contract; and (d) Supplier may, upon ten (10) business days prior written notice to Purchaser of the time and the place, with respect to the Collateral or any part thereof that shall then be or thereafter come into the possession, custody or control of Supplier, sell, lease, assign or otherwise dispose of all or any part of the Collateral, at such place or places as Supplier deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except for such notice as is required above or by applicable statute and cannot be waived), and Supplier or anyone else (including Purchaser and any current or former direct or indirect equity owner of the Purchaser) may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of Purchaser, any such demand, notice and right or equity being hereby expressly waived and released. Supplier may, by providing prior written notice to Purchaser, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

8.2 Purchaser agrees that to the extent Supplier is required by applicable law or the Contract to give reasonable prior notice of any sale or other disposition of any Collateral, whether to

Purchaser, the owner of the Property and/or any other contractor, ten (10) business days' notice shall be deemed to constitute reasonable prior notice.

- 8.3 Purchaser recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, and applicable state securities laws, Supplier may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Purchaser acknowledges that any such private sales may be at prices and on terms less favorable to Supplier than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Supplier shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the issuer thereof to register it for public sale.
- 8.4 Supplier shall incur no liability as a result of the sale of Collateral, or any part thereof, at any private sale pursuant to Section 8.1 conducted in a commercially reasonable manner. Purchaser hereby waives any claims against Supplier arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the obligations owing to Supplier on account of the Collateral, even if Supplier accepts the first reasonable offer received and does not offer the Collateral to more than one offeree.
- 8.5 Without limiting any rights or powers granted by the Contract to Supplier, subject to Section 8.1, upon the occurrence and during the continuance of any Purchaser Default, Supplier is hereby appointed the attorney in fact of Purchaser for the purpose of carrying out the provisions of this Section 8 and taking any action and executing any documents or instruments that Supplier may, in good faith, deem necessary to accomplish the purposes of the Contract, to perfect, preserve the validity of, perfection and priority of, and enforce any lien granted by the Contract and, during the period that a Purchaser Default has occurred and is continuing, to exercise its rights, remedies, powers and privileges under the Contract. This appointment as attorney-in-fact is irrevocable and coupled with an interest until the Contract terminates and any security interests created hereby are released. Without limiting the generality of the foregoing, Supplier shall be entitled under this Section 8 to do any of the following if a Purchaser Default has occurred and is continuing: (a) ask, demand, collect, sue for, recover, receive and give receipt and discharge for amounts due and to become due under and in respect of all or any part of the Collateral; (b) file any claims or take any action or proceeding in any court of law or equity that Supplier may deem necessary or is reasonably required by Supplier for the collection of all or any part of Purchaser's obligations in respect of the Collateral, including, without limitation, to file any claims or take any such action or proceeding against any counterparty to an Assigned Agreement and to assert any liens against any Project (including against its owner, general contractor or subcontractor or other agent) that have been or could be asserted on behalf of Purchaser; and (c) execute, in connection with any sale or disposition of the Collateral pursuant to this Section 8, any endorsements, assignments, bills of sale or other instruments of conveyance or transfer with respect to all or any part of the Collateral; (d) pay or discharge taxes and security interests levied or placed on the Collateral; (e) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Supplier were the absolute owner thereof for all purposes; and (f) do, at Purchaser's expense, at any time, from time to time, all acts and things that Supplier deems necessary in order to protect, preserve, or realize upon the Collateral and Supplier's security interests therein and to effect the intent of this Contract,

all as fully and effectively as Purchaser might do. So long as Supplier shall be entitled under this Section 8.5 to make collections in respect of the Collateral, Supplier shall have the right and power to receive, endorse and collect all checks made payable to the order of Purchaser representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same. Purchaser hereby ratifies all that such attorneys shall lawfully and in compliance with terms of the Contract do or cause to be done by virtue hereof.

- 8.6 Purchaser agrees that, from time to time upon the written request of Supplier, Purchaser will execute and deliver such further documents and do such other acts and things as Supplier may reasonably request in order to fully effect the purposes of the Contract. Supplier shall forthwith release any lien covering any asset that has been disposed of in accordance with the provisions of the Contract.
- 8.7 The obligations of Purchaser shall continue to be effective or automatically reinstated, as the case may be, if at any time payment of any of Purchaser's obligations to Supplier under the Contract is rescinded or otherwise must be restored or returned by Supplier upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Purchaser or otherwise, all as though such payment had not been made.
- 8.8 Purchaser shall provide Supplier with prompt written notice if Purchaser becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
- 8.9 To the fullest extent permitted by law, Supplier reserves the right by written notice to cancel any purchase order or require full or partial payment or adequate assurance of performance from Purchaser without liability to Supplier if Purchaser becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Supplier reserves its right to suspend its performance until payment or adequate assurance of performance is received.

9. TERMINATION

In addition to any remedies that may be provided under these Terms and Conditions, Supplier may terminate the Contract with immediate effect upon written notice to Purchaser, if Purchaser: (a) fails to pay any amount when due under the Contract; (b) has not otherwise performed or complied with any of terms of the Contract, in whole or in part; (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (d) is in default under or has failed to perform any obligation under the Assigned Agreements. In addition, Supplier may terminate the Contract for its convenience, that is, for any reason, or for no reason, with immediate effect upon written notice to Purchaser. Notwithstanding Supplier's termination of the Contract, Purchaser shall continue to be liable to Supplier for all costs incurred by Supplier up to the time of the termination. In the event it is determined by at a later time that a termination made pursuant to this Article 9 arising from or relating to a Purchaser default was wrongful, such termination shall be construed as a termination for convenience.

10. MISCELLANEOUS

- 10.1 Supplier's Remedies Cumulative. In addition to the remedies available under these Terms and Conditions, Supplier may pursue any other remedies available to it in law and equity, and Supplier's pursuit of one or more remedy shall not preclude it from pursuing any other available remedy.
- 10.2 Amendment and Modification. The terms of the Contract may be amended or modified only by a writing which specifically states that it amends the Contract and which is signed by an authorized representative of each party.
- 10.3 Waiver. No waiver by Supplier of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by Supplier. No failure to exercise or delay in exercising, and no course of dealing with respect to, any right, remedy, power or privilege arising from the Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 10.4 Force Majeure. Supplier shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Supplier, its agents, or its suppliers, including but not limited to acts of God, flood, fire, earthquake, explosion, governmental orders, actions or directives, civil emergency, national emergency, war, weather, natural occurrence, invasion or hostilities (whether war is declared or not), acts or omissions of the Purchaser, shortages or delay of materials or transportation facilities, terrorist threats or acts, riots or other civil unrest, emergency, revolution, insurrection, illness, epidemics, pandemics and other public health circumstances (including but not limited to the COVID-19 pandemic), lockouts, strikes or other labor disputes, restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown, power outage, or when Supplier is delayed for any cause beyond Supplier's control. For the avoidance of doubt, the pendency of any of the foregoing acts or circumstances at the time of execution of the Contract shall not constitute a waiver of this Section 10.4. For the avoidance of doubt, a Force majeure event, as described herein, shall not constitute an excuse for Purchaser's failure to timely make the payments due hereunder.
- 10.5 Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under the Contract without the prior written consent of Supplier, to be granted or withheld by Supplier in Supplier's sole discretion; provided, however, that no assignment shall relieve Purchaser of any of its obligations under this Contract. Any purported assignment or delegation in violation of this Section is null and void.
- 10.6 Successors and Assigns. The Contract shall be binding upon and inure to the benefit of the respective successors and permitted assigns of Purchaser and Supplier (provided that Purchaser shall not assign or transfer its rights or obligations hereunder without the prior written consent of Supplier in accordance with Section 10.5).
- 10.7 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from the Contract.

- 10.8 Governing Law. All matters arising out of or relating to the Contract are governed by and construed in accordance with the internal laws of the State of Tennessee, without regard to conflicts of laws principles, except any actions initiated by Supplier to enforce liens or bond claims shall be governed by and construed in accordance with the internal law of the state in which the Project is located.
- 10.9 Submission to Personal Jurisdiction; Venue; Statute of Limitations on Actions Brought by Purchaser. Purchaser expressly and irrevocably agrees that it is subject to the personal jurisdiction of the Circuit Court for Knox County, Tennessee (the “**Court**”) with respect to any legal suit, action or proceeding arising out of or relating to the Contract (an “**Action**”). Supplier may bring any Action in the Court, and Purchaser hereby waives any right of removal of such Action to federal district court. Any Action brought by Purchaser shall be instituted solely and exclusively in the Court and must be commenced within one year after the cause of action accrues, and shall be barred if not commenced within one year.
- 10.10 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address as may be designated in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Contract, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 10.11 Severability. If any term or provision of the Contract is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Contract.
- 10.12 Survival. The provisions of these Terms and Conditions shall survive termination of the Contract and shall remain in full force and effect after Purchaser’s payment of all of its obligations hereunder.
- 10.13 No Conflicting Terms. No Purchaser form shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Supplier expressly objects to any additional or different terms proposed by Purchaser as condition to accepting Supplier’s offer to sell Materials. In the event of any conflict with the provisions of any of the other Contract Documents, the provisions of these Terms and Conditions shall take precedence and control.
- 10.14 Entire Agreement. These Terms and Conditions, along with any other Contract Document into which these Terms and Conditions are incorporated and signed by Supplier and Purchaser, constitute the entire agreement between Purchaser and Supplier relating to the subject matter hereof, and shall supersede all prior and contemporaneous discussions, understandings, and agreements, whether oral or written, related to the subject matter hereof.
- 10.15 No Third-Party Beneficiaries. The Contract benefits solely the Parties to the Contract and their respective permitted successors and assigns, and nothing in the Contract, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.

By signing below, I agree to the CAPITALPLUS SUPPLY LLC Terms and Conditions.

Signature

Name

Title

Company

Date

Purchase Agreement

This PURCHASE AGREEMENT is being executed and delivered pursuant to the Terms and Conditions set in place by CapitalPlus Supply LLC, a Tennessee Limited Liability Company (“CapitalPlus” or “Supplier”) and [Client Name] (“Purchaser”). By signing below (a) Purchaser agrees to purchase the Materials described below, (b) Purchaser agrees to pay to Supplier the Purchase Amount, Fee and any applicable Late Fees, taxes, in-house or 3rd party freight costs, and collections fees, (c) Materials will only be delivered to the Project Site as set forth in the Terms and Conditions, and (e) Purchaser will provide all required and requested proof of delivery information including but not limited to pictures, bill of lading, and project updates.

Project Information

Project Name:
Project Address:

Purchase Information

Purchase Amount: \$
Fee (Due and payable upon purchase): %
Daily Late Fee: 0.065%
Terms: Payment due upon receipt of invoice
Fee Payment: On the first day of the following month in which the fee accrued
Execution date:

Purchaser Information

Legal Company Name
Business Address
City
State
Zip

Supplier Information

Legal Company Name
Business Address
City
State
Zip

Material Information

Materials to be provided by the Supplier [INSERT REFERENCE TO PO #S]:

The Materials are not manufactured by Supplier, and all Materials are sold only with the warranties provided by the manufacturer of the Materials and any warranties expressly identified in the Material Information, above, if any, which shall be Purchaser's sole and exclusive warranties. SUPPLIER MAKES NO WARRANTY WITH RESPECT TO THE MATERIALS, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Supplier is not responsible for delays, lack of Materials or increase of pricing due to causes beyond Supplier's control, and/or based upon Local, State and Federal laws governing types of Materials that can be sold or put into commerce. This Purchase Agreement is contingent upon the Purchaser's acceptance of Supplier's terms and conditions, which are incorporated by reference and found on the web at <https://capitalplus.com/supply-chain/terms/>. If Purchaser operates outside of Supplier's Terms and Conditions or the terms set forth above, Purchaser acknowledges and agrees that Supplier may amend or terminate this Purchase Agreement at any time without notice.

By signing below, I certify (a) I am an authorized signor of Purchaser (b) I have read CapitalPlus' terms and conditions and I confirm the purchase of the Materials listed above. I further represent, confirm and unconditionally guarantee that the amounts to be Invoiced will be paid without recoupment, setoff, defense or counterclaim.

PURCHASER:

Signature: _____

Print: _____ **Title:** _____



Purchase Order

CapitalPlus Supply, LLC ("Buyer")
 2510 Solway Road, Knoxville, TN 37931
Phone: (865) 670-2345
Email: supply@capitalplus.com

Purchase Order#	PURCHASE DATE
<PO #>	2/13/2024

Vendor	Shipping Address
<Supplier Name>	<Project Name>
<Supplier Address>	<Project Address>
<Supplier City, State, Zip>	<Project City, State, Zip>

Description	QTY	UNIT PRICE	AMOUNT
<Quote Number>	1		
	1		
	1		
	1		
	1		
	1		
	1		
	1		
This Product is being purchased for resale, Seller agrees that all Warranties and terms and conditions of this sale will be assigned from CapitalPlus to end user. By issuing an invoice you agree to the Terms of Purchase.		<u>TOTAL DUE</u>	

<Supplier Name>

By: _____

Name: _____

Title: _____