

D. TERMS AND CONDITIONS:

- (1) Agree to, in event this Invoice is not paid within thirty days:
 - (a) Pay a service charge of ten per cent per annum on all monies over thirty days past due.
 - (b) Join with Seller in executing, filing, and doing whatever may be necessary under applicable laws to perfect and continue Seller's lien, all at Customer's expense.
- (2) In case of changes or cancellation by Customer, Customer agrees to pay Seller for:
 - (a) All services already performed.
 - (b) All fabricated, special-ordered, or non-returnable goods.
 - (c) All freight and shipping charges incurred by Seller.
 - (d) All service and handling charges on returned materials, parts, and equipment.
- (3) Seller agrees to repair or replace, at Seller's or manufacturer's option, any defective part or material heretofore installed by Seller in accordance with the manufacturer's warranty of the defective part or material, with no labor charge to Customer by Walsh Refrigeration and Air Conditioning for a period of ninety days from date of installation.
- (4) Customer agrees to pay any shipping and handling charges imposed by supplier or manufacturer and assumed by Seller, to replace and return defective parts and materials.
- (5) There are no other warranties, express or implied, which extend beyond the description set forth in this Invoice.
- (6) In no event shall Walsh Refrigeration and Air Conditioning be liable for resulting or consequential damages from defective equipment.
- (7) Seller shall not be liable for failure to perform occasioned by strikes, accidents, fire, civil commotions, delays of carriers and suppliers, and all other causes beyond Seller's control.
- (8) Upon request of Customer, Seller agrees to send by ordinary mail or to deliver in person, at option of Seller, one copy of each Invoice to the billing address shown on previous hereof at intervals not exceeding once per week. Failure of Customer to receive billing copy of Invoice does not relieve Customer's responsibilities to pay this Invoice in accordance with Section C of this Invoice.
- (9) Each party agrees to pay, in addition, all reasonable collection costs, including reasonable attorney's fees, together with all expenses, costs, and charges incurred by each party for any action, suit, or appeal thereof.