

C&E GP SPECIALISTS, INC. TERMS AND CONDITIONS

This contract and agreement is entered into and agreed upon by C&E GP Specialists, Inc. (known as GP Specialists, GPS) and the applicant as a corporation, professional corporation, partnership, or individual known as Customer. The following terms, policies and conditions supersede all former price lists and catalogs covering these items. All prices and terms contained herein are subject to change without notice, and all orders are accepted subject to the prices and items in effect at the time of shipment. Orders received are subject to the availability of product and orders may be returned or cancelled by GPS at any time. GPS hereby rejects any terms and conditions contained in Customer's purchase orders or other business forms when Customer's terms or conditions are inconsistent with those of GP Specialists. All transactions shall be governed by California law.

All invoices are due by the 20th of the following month. A service charge of 1.5% per month will be applied on all past due account balances. Payment shall be immediately due and payable if an Account becomes bankrupt or is deemed to be insolvent at any time by GP Specialists. Account shall be liable for all GP Specialists attorneys' fees and costs incurred by GPS resulting from payment default contrary to the terms of sale.

SHIPMENT OF ORDERS

Significant care is taken in the preparation of orders for shipment. If any discrepancies are found, claims should be made immediately, as our responsibility ceases with the safe delivery to the carrier. Claims for damaged merchandise or shortages will be waived unless GP Specialists is notified in writing within 15 days of receipt of goods.

INVOICING ERRORS AND INQUIRIES

In the case of an invoicing error or inquiry, send your inquiry (either via mail or via email to: csr@gpspecialists.com) in writing on a separate sheet so that we receive it within 30 days after the invoice was mailed. Your written inquiry must include: your name and GPS account number; a description of the error and why you believe it is in error; and, the dollar amount of the suspected error.

OTHER ITEMS

If account fails to pay GPS invoices on time; FREE or discounted items will be charged to account at wholesale list pricing. CUSTOMER SERVICE: 800.889.0379 / fax 800.346.7609/ www.gpspecialists.com / csr@gpspecialists.com