1022 W 8TH ST
CINCINNATI OH 45203-1206
Phone: 513562
Fax: 513562

Sold to: AMERICAN PRODUCERS SUPPLY CO INC
Ship to: AMERICAN PRODUCERS SUPPLY CO INC
PO# P1398990 (412-220-2370)
131 SOUTHPOINTE DR
BRIDGEVILLE PA 15017
Attn: Dominique Schultz
Phone: 740-373-5050
Fax: 740-376-9538

Date: 06/01/2020
Project Name: P1398990
Graybar Order: 371916650
Purchase Order Nbr: P1398990
Release Nbr:
Additional Ref#:
Ref Quote Nbr: 235455019
Graybar Contact: Mrs Courtney K Cox
Email: courtney.cox@graybar.com

Order Acknowledgement

Thank you for Selecting Graybar, We Appreciate Your Business

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		100 EA	HUBBELL PWR	6812	5/8 SQUARE WASHER	0.33	1	33.00
		Ship From: Stock ZONE-YOUNGSTOWN,OH						
GB Part#:	88056295							
FOB:	PPD - Bill	**UPC#:**	09635907375					
					Est Delivery Date:	06/15/2020		
200		25 EA	HUBBELL PWR	8864	5/8X14 DBL ARMING BOLT	4.19	1	104.75
		Ship From: Stock ZONE-YOUNGSTOWN,OH						
GB Part#:	88056469							
FOB:	PPD - Bill	**UPC#:**	09635907568					
					Est Delivery Date:	06/15/2020		
300		25 EA	HUBBELL PWR	8866	5/8X16 DBL ARMING BOLT	4.56	1	114.00
		Ship From: Stock ZONE-SPRINGFIELD,MO						
GB Part#:	88056470							
FOB:	PPD - Bill	**UPC#:**	09635907569					
					Est Delivery Date:	06/15/2020		
400		50 EA	HUBBELL PWR	8714	1/2X14 MACH BOLT	3.09	1	154.50
		Ship From: Stock ZONE-YOUNGSTOWN,OH						
GB Part#:	88056441							
FOB:	PPD - Bill	**UPC#:**	09635907531					
					Est Delivery Date:	06/15/2020		
500		25 EA	HUBBELL PWR	8814	5/8X14 MACH BOLT	2.20	1	55.00
		Ship From: Stock ZONE-YOUNGSTOWN,OH						
GB Part#:	88056458							
FOB:	PPD - Bill	**UPC#:**	09635907553					
					Est Delivery Date:	06/15/2020		

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Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
600		25 EA	HUBBELL PWR	8812	5/8X12 MACH BOLT	1.83	1	45.75
		Ship From: Stock ZONE-YOUNGSTOWN,OH						
GB Part#:	88056457							
FOB:	PPD - Bill	**UPC#:**	09635907550					
						Est Delivery Date:		06/15/2020
700		1 EA	HUBBELL PWR	8816	5/8X16 MACH BOLT	2.75	1	2.75
		Ship From: Stock ZONE-YOUNGSTOWN,OH						
GB Part#:	88056459							
FOB:	PPD - Bill	**UPC#:**	09635907554					
						Est Delivery Date:		06/15/2020
800		500 EA	WIRE	BARE-CU-SD-4/0-19STR-CUT REEL	BARE CU	2,542.88	1000	1,271.44
		Ship From: Stock PITTSBURGH, PA						
GB Part#:	22063080							
FOB:	PPD - Bill	**UPC#:**	98022063080					
						Est Delivery Date:		06/15/2020
900		500 EA	WIRE	BARE-CU-SD-2-SOL-CUT REEL	BARE CU	824.68	1000	412.34
		Ship From: Stock ZONE-YOUNGSTOWN,OH						
GB Part#:	22061317							
FOB:	PPD - Bill	**UPC#:**	98022061317					
						Est Delivery Date:		06/15/2020
1000		4 EA	HUBBELL PWR	T2030367	BRACE CROSSARM ALLEY ARM 10FT	133.69	1	534.76
		Ship From: Drop Ship-Factory						
GB Part#:	26150628							
FOB:	PPD - Bill	**UPC#:**	09635905663					
						Est Delivery Date:		06/15/2020
1100		12 EA	ALUMA-FORM INC	CSG15-100A-110-CB-10KA	15KV 100A POLY CUTOUT	95.09	1	1,141.08
		Ship From: Drop Ship-Factory						
GB Part#:	25712710							
FOB:	PPD - Bill							
						Est Delivery Date:		06/15/2020

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Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price

Item Total (Frt not included): 3,869.37

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
17. CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

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