

## TERMS AND CONDITIONS OF CREDIT

1. Before any materials can be purchased, or installed, credit approval must be accomplished through C. E. Thurston & Sons, Inc., Credit Department.
2. The Company may at any time reduce, suspend or terminate credit allowed to any customer whenever the Company, in its sole discretion, deems its action to be warranted by the financial condition or reputation of the customer or the status of the customer's account. All orders for materials and work are subject to approval by the Company's credit department.
3. The customer agrees from time to time to furnish additional financial information reasonably requested by the Company and material to the extension of credit hereunder.
4. The customer agrees to pay all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the Company in connection with the collection of any past due amount due from the customer, or monitoring of any bankruptcy or insolvency proceeding by or against the customer.
5. Unless otherwise provided in any invoice, proposal, quotation or other contract document sent or accepted by C. E. Thurston & Sons, Inc. (the "Company"), relating to any work performed by the Company, payment in full without discount or allowance will be due (i) for all such work, within 45 days of customer's receipt of invoice therefore, and (ii) for all such materials, per the terms of the Company's invoice therefore.
6. If any amount due to the Company is not paid per the terms of the Company's invoice, the customer agrees to pay interest on the overdue amount, at a rate equal to the lesser of 1½% per month or the highest rate permitted by law, from the first day invoice is past due until the overdue amount is paid.
7. The rights available to the Company under these terms and conditions are in addition to, and not in lieu of, all other rights or remedies available to the Company under any other agreement or applicable law.
8. The parties to this agreement agree that personal and subject-matter jurisdiction for any claims or disputes under this agreement will lie in the courts of the Commonwealth of Virginia, Federal or State, and the parties hereby waive any objection to the jurisdiction of the courts of the Commonwealth of Virginia to entertain any such claims related to this agreement.

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Signature of Officer

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Title

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Date