

1370 VALLEY VISTA DR STE 100
 DIAMOND BAR CA 91765-3921
 Phone: 909-451-4300
 Fax: 909-451-4699

To: THE ACCELERATED SCHOOL
 4000 S. MAIN STREET
 LOS ANGELES CA 90037-1022
 Attn: Carlos Garcia
 Phone: 323-235-6343
 Email: dborovay@accelerated.org
 Fax:

Date: 04/08/2022
Project Name: TRIPP LITE
GB Quote #: 0240419733
 Purchase Order Nbr:
 Release Nbr:
 Additional Ref#:
 Revision Nbr:
 Valid From: 04/08/2022
 Valid To: 05/08/2022
 Contact: OLGA MARIE ANDERSON
 Email: olgamarie.anderson@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes: * ALL APPLICABLE FREIGHT CHARGES WILL BE ADDED TO YOUR INVOICE(S) *** **AVAILABILITY ON ALL ITEMS IS SUBJECT TO CHANGE AT TIME OF ORDER** * *- Quoted prices valid for 30 days, except when price increases are issued by the manufacturer, * and are contingent upon receipt of orders totaling at least 85% of the total quoted value. * - Any changes to this quote may result in a change to price, product availability and/or lead times. * - Lead times are approximate and based on stock conditions at time of quote. * -This is a suggested Bill of Materials based on information provided to Graybar Electric. The customer is responsible for insuring the Bill of Materials is correct and complete, and meets the project requirements. (specification sheets and other tech support available upon request). * - Any time a part number provided on your quote request conflicts with the description provided, * our quote will be based on the part number unless noted otherwise on that line item. We will * attempt to detect and call your attention to any such discrepancy, but will not guarantee we will * always note the discrepancy. * - Prices do not include any applicable sales tax. * - All items are subject to prior sale. * - All shipments are made FOB - Shipping point. * - All cut lengths of fiber and copper cable are non-returnable. * - All fiber optic and high-pair count copper cable that must be ordered from the manufacturer is subject to a + or - 10% tolerance to all shipping and billing quantities. * - Any returns or cancellations of material noted as non-stock for Graybar are subject to manufacturer advance approval and restocking fees. * -This quotation replaces and voids any prior quotation issued by Graybar Electric related to this project. * - These terms <(>&<)> conditions are in addition to Graybar standard terms and conditions included with this quotation.*** **ALL ITEMS ARE NON-CANCELLEABLE, NON-RETURNABLE****

Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		4	TRIPP LITE MFG CO	BP48V60RT-3U	BATTERY PACK 48V 3U	\$1,200.82	1	\$4,803.28
 GB Part#: 99804414 Ship From: Reship-Factory Long Description: External 48V 3U Rack/Tower Battery Pack Enclosure + DC Cabling for select UPS Systems (BP48V60RT-3U)								
200		14	TRIPP LITE MFG CO	SMART1500RMX L2UA	SMARTPRO 120V 1.5KVA 1.35KW	\$713.96	1	\$9,995.44
GB Part#: 26495861 Ship From: Reship-Factory								

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Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
		15	TRIPP LITE MFG CO	BP36V27-2US	EXT BATT AVR ONLINE UPS RACK TOWR 2U	\$621.12	1	\$9,316.80
<p>GB Part#:26015681 Ship From:Reship-Factory Long Description:The BP36V27-2US is compatible only with select 36V DC Tripp Lite UPS systems that specify the use of this battery pack.</p>								
		14	TRIPP LITE MFG CO	2-9USTAND	CONVERTS 19 RACK PRODUCTS TO TOWER	\$67.93	1	\$951.02
<p>GB Part#:25058777 MFR SPEC SHEET Ship From:Reship-Factory Long Description:2U to 9U Tower Stand Kit for select Rack-Mount UPS Systems</p>								
		14	TRIPP LITE MFG CO	PDU121506	1.8KW 120V SINGLE-PHASE BASIC PDU - 13 N	\$73.37	1	\$1,027.18
<p>GB Part#:26524595 Ship From:Reship-Factory</p>								
		4	TRIPP LITE MFG CO	WEXT1N	1-YEAR EXTENDED WARRANTY	\$185.60	1	\$742.40
<p>GB Part#:25701026 MFR SPEC SHEET Ship From:Reship-Factory Long Description:1-Year Extended Warranty - For select Tripp Lite Products</p>								

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700		4	TRIPP LITE MFG CO	WEXT1C	1 YEAR EXTENDED WARRANTY	\$23.20	1	\$92.80
GB Part#: 26368766 Ship From: Reship-Factory								
800		4	TRIPP LITE MFG CO	WEXT1B		\$11.60	1	\$46.40
GB Part#: NOF TRP COMMHDWARE Ship From: Reship-Factory								
900		15	TRIPP LITE MFG CO	WEXT1K	TRIPP LITE 1-YEAR EXTENDED WARRANTY FOR	\$104.40	1	\$1,566.00
GB Part#: 26568558 Ship From: Reship-Factory								
	1000	16	TRIPP LITE MFG CO	WEBCARDLX	UPS WEB (LX) MGNT ACCESS CARD	\$231.65	1	\$3,706.40
GB Part#: 25876842 MFR SPEC SHEET Ship From: Reship-Factory Long Description: Web Management Accessory Card, Surge and Power Protection, 2 Year Warranty, Enhanced UPS Management and Control								
1100		3	TRIPP LITE MFG CO	E2MTHDI	ENVIRONMENTAL SENSOR MODULE WITH TEMPERA	\$120.88	1	\$362.64
GB Part#: 25900624 MFR SPEC SHEET Ship From: Reship-Factory								

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Total in USD (Tax not included): \$32,610.36

Additional items that may Work to your Advantage!!

 SU2200RTXL2UA TRIPP LITE MANUFACT.. ON-LINE UPS 2200VA \$1,412.22 / 1	 SU1500RTXL2UA TRIPP LITE MANUFACT.. UPS 1500VA ONLINE RCKMNT \$1,063.09 / 1	 2POSTRMKITWM TRIPP LITE MANUFACT.. RAIL KIT 2 POST MOUNTING \$99.44 / 1	 SU6000RT4UTF TRIPP LITE MANUFACT.. SMRTONLN 6KVA UPS6U RACKTWR 208-240/120.. \$4,863.31 / 1	 2POSTRMKITHD TRIPP LITE MANUFACT.. 2 POST RACK MOUNT KIT \$123.73 / 1	 SU2200RTXLCD2U TRIPP LITE MANUFACT.. 2200 UPS SYSTEM \$1,637.75 / 1
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F O B:
Delivery:

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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 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 on 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 as 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 12466, 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 conflict 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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Item	ItemType	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		18	Ruckus	ICX7150-48ZP -E2X10G		\$3,099.44	1	\$55,789.92
GB Part#: NOF TDCPA Ship From: Reship-Factory								
200		18	Ruckus	ICX7150-SVL- 4P-3		\$544.63	1	\$9,803.34
GB Part#: NOF TDCPA Ship From: Reship-Factory								
300		18	Ruckus	ICX-FAN11		\$111.49	1	\$2,006.82
GB Part#: NOF TDCPA Ship From: Reship-Factory								

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400		18	Ruckus	RPS20-E		\$668.95	1	\$12,041.10
GB Part#: NOF TDCPA Ship From: Reship-Factory								

500		18	Ruckus	PCUSA2		\$24.64	1	\$443.52
GB Part#: NOF TDCPA Ship From: Reship-Factory								

600		3	Ruckus	ICX7550-PREM -LIC		\$535.15	1	\$1,605.45
GB Part#: NOF TDCPA Ship From: Reship-Factory								

700		3	Ruckus	ICX7650-4X10 GF		\$557.45	1	\$1,672.35
GB Part#: NOF TDCPA Ship From: Reship-Factory								

800		21	Ruckus	10G-SFPP-LR- S		\$212.10	1	\$4,454.10
GB Part#: NOF TDCPA Ship From: Reship-Factory								

900		3	Ruckus	E40G-QSFP-LR 4		\$4,826.44	1	\$14,479.32
GB Part#: NOF TDCPA Ship From: Reship-Factory								

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1000		2	Ruckus	E1MG-LX-OM		\$531.44	1	\$1,062.88
GB Part#: NOF TDCPA Ship From: Reship-Factory								

1100		20	Ruckus	CLD-RWED-500 1		\$175.27	1	\$3,505.40
GB Part#: NOF TDCPA Ship From: Reship-Factory								

1200		20	Ruckus	901-R650-US0 0		\$572.51	1	\$11,450.20
GB Part#: NOF TDCPA Ship From: Reship-Factory								

1300		10	Ruckus	CLD-ANAP-500 1		\$184.51	1	\$1,845.10
GB Part#: NOF TDCPA Ship From: Reship-Factory								

1400		5	Ruckus	901-T750-US0 1		\$1,821.35	1	\$9,106.75
GB Part#: NOF TDCPA Ship From: Reship-Factory								

1500		5	Ruckus	901-T750-US5 1		\$1,821.35	1	\$9,106.75
GB Part#: NOF TDCPA Ship From: Reship-Factory								

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1600		10	Ruckus	CLD-RKWF-300 1		\$175.27	1	\$1,752.70
GB Part#: NOF TDC CISCO IOT Ship From: Reship-Factory								

1700		18	Ruckus	10G-SFPP-TWX -P-0101		\$84.55	1	\$1,521.90
GB Part#: NOF TDC CISCO IOT Ship From: Reship-Factory								

1800		2	Ruckus	ICX7550-48F- E2		\$6,687.22	1	\$13,374.44
GB Part#: NOF TDC CISCO IOT Ship From: Reship-Factory								

1900		1	Ruckus	ICX7550-48ZP -E2		\$7,075.21	1	\$7,075.21
GB Part#: NOF TDC CISCO IOT Ship From: Reship-Factory								

Total in USD (Tax not included):							\$162,097.25	

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- 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 on 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 as 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 12466, 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 conflict 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.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.