



Southwest's Most Progressive Wholesaler of  
**PLUMBING, HEATING, AIR CONDITIONING & ELECTRICAL SUPPLIES**  
With Over 200 Locations To Better Serve You

## ADDENDUM TO CONTRACT – ARN 5%10thNT25

### Terms and Conditions

Business Name \_\_\_\_\_ Date \_\_\_\_\_

Credit Limit Requested \_\_\_\_\_

#### TERMS AND CONDITIONS OF SALE

The Terms and Conditions that are defined on this page are the conditions set forth on each and every sale conducted by Locke Supply Co.

#### LIMITATIONS OF LIABILITY

LOCKE SUPPLY CO. is not the manufacturer of any merchandise it sells, but is a wholesaler and specifically disclaims any responsibility on its part for failure of any product to perform as advertised and further disclaims any related or consequential damage responsibility in *Internal use Only* service or operation of the products sold, such liability being wholly that of the manufacturer.

#### PAYMENT TERMS

**ARN 5%10thNT25** – Invoices will be due on the **25th** of each month unless paid on or before or on the **10th** of each month, which would allocate a 5% discount for all payments made save for credit and debit card payments. Invoices not paid before or on the 25th are considered past due thereafter. All amounts are due for purchases from Locke Supply Co. are payable at PO Box 26128, Oklahoma City, OK 73126. It is agreed that this agreement is entered into in the State of Oklahoma and is governed by the laws in the State of Oklahoma. It is further agreed that each unpaid invoice will bear interest at the maximum limit allowed by law or 2%, whichever is greater. It is understood and agreed that if this sale is placed in the hands of an attorney and/or collection agency, the Applicant agrees to pay for all expenses, including court costs, recording fees, reasonable attorney's fees, and other expenses incurred by Locke Supply Co. Buyer also agrees to pay for all court costs, recording fees, reasonable attorney fees, and other expenses incurred by the seller in securing seller's Mechanics' Lien Rights in the event of default by the buyer to pay according to the terms stated above. All moneys to be remitted in U.S. Dollars.

#### DISPUTED INVOICE

Notify the Credit Department immediately for any invoice dispute. This can be done by emailing [Credit@LockeSupply.com](mailto:Credit@LockeSupply.com) or by phone at (405)-631-9756. Invoices are deemed valid after **60 days** of invoice date and will be payable and due in agreement with stated invoice terms.

#### RECEIPT OF MATERIALS

Terms of Delivery made by our truck are FOB DESTINATION. All material becomes the property of the purchasers upon delivery. Any claim for damages or shortage must be made at the time of delivery and must be noted on the delivery receipt.

#### RETURNED MATERIALS

**MATERIALS RETURNED** – Unless due to seller's error, no materials are to be returned or credit allowed without seller's prior authorization. Authorized material returned in good condition is credited at invoice prices less a restocking fee to cover handling and service charges and expenses. Special ordered, non-stock merchandise may not be returned. A purchase receipt must accompany all returns for credit.

#### RIGHT OF REVOCATION

Locke Supply Co. reserves the right to revoke this **ARN** agreement if terms are not fulfilled by Applicant as outlined in this document. Applicant's Account in question will revert back to original terms prior to **ARN** terms.

The undersigned does hereby agree that all invoices will be Due on the **25th** of each month. Items not paid by due date will be charged a service charge or 2% of the balance, whichever is greater, based on the maximum amounts allowed by the state in which the charge is applicable.

In consideration of extending credit to the above applicant, the undersigned does hereby guarantee payment of the above account on demand.

Print name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

#### MAILING ADDRESS

PO BOX 26128  
OKLAHOMA CITY, OK  
73126

#### SHIPPING ADDRESS

1300 SE 82<sup>ND</sup> ST  
OKLAHOMA CITY, OK  
73149

#### CONTACT INFORMATION

PHONE: (405)-631-9756  
FAX: (405)-632-2471  
CREDIT@LOCKESUPPLY.COM