



We Deliver...Lower Cost, Quality Products, & Personal Service

Project Terms & Conditions

1. This quote is based on Elliott Electric Supply, Inc.'s best interpretation of submitted specifications and/or drawings. Buyer is required to confirm the quoted Bill of Material complies with specifications and/or drawings. A signed quote is required to indicate acceptance.
2. Pricing is per attached Bill of Material only and is valid for 30 days. Any changes to the Bill of Material will require a new quote.
3. Price is based on a complete package only; any breakouts given are for estimating purposes only.
4. Unless specifically stated, this quote does NOT include: tax, freight charges, or expedite fees.
5. This quote does NOT make provisions for any potential US government imposed tariffs.
6. Elliott Electric Supply, Inc. shall not be responsible for any failure to perform or delay in performance of its obligations if by reason of Force Majeure or resulting from events outside of Elliott Electric Supply, Inc.'s control, including any pandemic or epidemic, or other similar cause wholly beyond Elliott Electric Supply, Inc.'s control, and Buyer shall not be entitled to any damages resulting thereof. Liquidated damages are to be negotiated according to the circumstances and are not categorically agreed to.
7. Due to Nationwide Material Shortages, Eaton may short ship Switchboards and Panelboards. Buyer will be billed in full and will be responsible to field install any short shipped material. Expedited lead times priced are not guaranteed and non-refundable.
8. Unless otherwise stated, quoted dates and lead times are estimates and may be subject to change; further, Elliott Electric Supply, Inc. is not responsible for any damages caused by delays
9. Limitation of Liability: The goods sold to the Buyer are sold "as is", and Seller disclaims any implied warranties with respect to the goods, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Seller has made no affirmation of fact or promise relating to the goods being sold that has become any basis of this bargain. For breach of this agreement, or of any damages caused by defective, damaged, or malfunctioning goods sold or to be sold under this agreement, the Buyer agrees to be limited to the repair or replacement of the goods, or the refund of the purchase price, at the Seller's option, as the sole and exclusive remedy. Seller shall not be liable for any incidental or consequential damages.
10. Payment Terms: Discounts are allowed as stated on the invoices if paid by the 10th of the month following billing, Net 15th of month and considered past due thereafter. All payments are payable at 2526 N. Stallings Drive, Nacogdoches, Nacogdoches County, Texas. It is further agreed that each past due invoice will be charged a service charge of 1.5% per month, not to exceed 18% per annum. It is also understood and agreed that if this sale is placed in the hands of an attorney, and/or collection agency, the Buyer agrees to pay all expenses, including court costs, legal and administrative expenses, attorney and/or collection agency fees paid or incurred by Elliott Electric Supply, Inc.
11. Receipt of Goods: Terms of delivery made by our truck are FOB DESTINATION. All material becomes the property of the Buyer when the delivery is signed for. Any claims for damage or shortage must be made at the time of delivery and must be noted in the delivery receipt. Terms of delivery by common carrier – FOB SHIPPING POINT. All material becomes the property of the Buyer when delivered to the carrier by Elliott Electric Supply, Inc. or the manufacturer. Note any damage or shortage on the delivery receipt and file claim with carrier.
12. Returned Goods: Merchandise returned for credit will be subject to the Manufacturer's Return goods Authorization, terms and conditions. Buyer agrees that deviation or termination after placement of the order could result in a service charge being added to the original order.
13. Nothing in this agreement shall be construed to make Elliott Electric Supply, Inc. a party to any other existing contract, nor to infer responsibility for the whole or partial performance thereof.

