

In addition to the invoice and payment terms set forth on this invoice, it is understood by the customer that interest will be charged on any invoice balance remaining unpaid after the terms specified in this invoice. Interest will be billed or calculated monthly based upon the maximum annual interest rate permitted by applicable state law.

In the event of a failure by customer to make full and timely payment to Davis Wire Corporation of any amounts due under the terms of this invoice, or in the event it becomes necessary for Davis Wire Corporation to undertake collection efforts with respect to outstanding invoice balances, it is understood and agreed by customer that all costs of collection, including but not limited to actual attorneys' fees and expenses, shall be awarded to Davis Wire Corporation and included in the amount to be paid by the customer, whether or not suit is filed, and in addition to any other relief to which Davis Wire Corporation may be entitled.

Davis Wire Corporation, or its assigns, shall be entitled to recover costs and attorneys' fees incurred in the collection of all sums due and owing, or incurred in the filing, executing and recording of any judgment, in the event customer fails to comply with all terms of this invoice.