**STATEMENT FROM STUART S. ZISHOLTZ**

 As many of you know, many suppliers issue invoices on a regular basis with various terms and conditions listed on the reverse side. Those terms and conditions are valid and enforceable and should be reviewed by the recipient.

 Recently, the issue arose with regards to an arbitration clause contained on the reverse side of a one-page invoice The Court found that the one-page document requiring arbitration was enforceable. The front side of the document called the reader’s attention to the terms and conditions printed on the reverse side. Therefore, the contractor was on notice that terms and conditions existed which required his review and acceptance. His silence was deemed an acceptance of the terms and conditions.

 Similarly, the reverse side of suppliers invoices contain terms for increased interest charges, legal fees and costs. Again, the terms and conditions are valid and enforceable by the Court in the event the supplier is required to pursue a claim.

 It is imperative, therefore, that you understand the terms and conditions when receiving the invoice from the supplier. Your failure to review the terms and conditions may result in substantial costs and fees incurred and certain rights waived.

 Never let your lien time run out!

 For a free copy of a pamphlet pertaining to mechanic’s liens and payment bond claims, kindly contact me or the Association.