

STANDARD WIRE & CABLE CO. GENERAL TERMS AND CONDITIONS

- 1. Applicable Terms and Conditions.** Unless otherwise agreed to in a writing signed by a corporate officer of Seller, any contract respecting a purchase order from Buyer pertaining to the materials and/or services (herein collectively or separately called "Articles") specified herein shall be solely pursuant to the terms and conditions contained in this document. Any additional or different terms and conditions proposed by Buyer in its forms or otherwise are rejected by Seller unless accepted in writing by a corporate officer of Seller. Any confirmatory action by Buyer such as acceptance of the Articles or failure to object in writing shall constitute assent to these terms and conditions. Acceptance at all times is subject to availability of the Articles covered by each contract (Order).
- 2. Credit.** Time and terms of payment are essential hereto. If payment is not made in accordance with terms, or if at any time in Seller's judgment Buyer's credit standing has been impaired, Seller may withhold delivery of the Articles called for herein until satisfactory cash or credit arrangements have been established. Seller may terminate the contract for default or otherwise if Buyer is or becomes bankrupt or insolvent. Prices are based on payment at time(s) specified. If not paid on or before the due date, the price shall be as stated plus an amount equal to 2% for each month or part of each month. The increase in price is the time price differential.
- 3. Price.** (a) Unless separately stated, the price(s) and charge(s) stated herein for the Articles do not include any Federal, State or local taxes or charges or any taxes or charges by any foreign government which the seller may be required to pay because of the sale, production or transportation of any of the Articles ordered by Buyer. (b) Whenever applicable, any taxes or charges referred to in (a) above will be for the account of the Buyer and may be added to the price(s) to be paid by Buyer. (c) Buyer shall reimburse Seller for any increase in any taxes or charges to the extent the increase is not included in the price(s) or charge(s) as noted under (a) above.
- 4. Specification Changes.** Seller reserves the right to modify or otherwise change Seller's published specifications and the content and construction of the Articles at any time. Seller assumes no responsibility and shall not be liable for any modifications or other change in specifications whether made by Buyer or by Seller, unless otherwise specifically and separately agreed to in writing by a corporate officer of Seller.
- 5. Risk of Loss and Delivery.** Risk of loss shall pass to Buyer on delivery of the Article(s) in good condition to the carrier. Unless otherwise specified, each delivery shall be deemed a separate sale and is subject to credit arrangements or to receipt of cash. Any irregularity or defect respecting any Article(s) delivered or the delivery thereof shall not vitiate or be grounds for termination of the balance of the Order or any portion thereof.
- 6. Excusable Performance.** In the event of war, fire, floods, accidents, riots, labor difficulties, acts of God or of the public enemy, acts of any government in either its sovereign or contractual capacity, quarantine restrictions, freight embargoes, severe weather, shortages in or delay in securing materials, fuel, power or transportation, breakdown or destruction of plant or equipment from any cause whatsoever, and commercial impracticability, or other conditions or contingencies beyond Seller's control, interfering with the production, supply, transportation, delivery or consumption of the Articles covered herein, or the supply of any raw material or other materials or services used in connection therewith, delivery schedules so affected may be altered without liability to Seller and quantities so affected may be eliminated from the contract without liability to Seller, the contract shall remain unaffected in all other respects.
- 7. Allocation.** Seller reserves the right at any time to allocate any of the Article(s) among or to all purchases, including Buyer, on such basis as Seller may deem fair and practical, without liability in any respect.
- 8. Claims/Liability.** Seller shall not be liable for defective Article(s) delivered to Buyer, unless Seller receives written notice of such claim within thirty (30) days from the date of invoice for the Article(s) claimed to be defective. No Article(s) shall be returned to Seller without Seller's prior written permission. Seller may, at its option, repair, replace or refund the portion of the price allocable to the Article(s) which give rise to the claim, if determined to be defective by Seller.
- 9. Consequential or Other Damages.** In no event shall Seller be liable for consequential, incidental or other damages, except as expressly provided herein. Seller's liability under this Order shall in no case exceed the invoice price to Buyer.
- 10. Special Tools.** All special and other tools, including but not limited to dies and jigs, shall be Seller's exclusive property irrespective of any charge made respecting material, labor and/or expenses relating thereof.
- 11. Warranty.** Seller warrants solely that (a) the Article(s) to be furnished hereunder will conform to the description or specifications stated herein except as otherwise provided in 4 above; and (b) Seller will convey good title thereto. THE WARRANTIES EXPRESSED IN THE PRECEDING SENTENCE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF (a) MERCHANTABILITY AND/OR (b) IMPLIED WARRANTY OF FITNESS FOR PURPOSE INTENDED. If the Articles furnished by Seller conform to Buyer's specifications and/or description, Seller shall not be liable for the infringement of any patent, domestic or foreign, arising out of the use, installation or resale of the Article(s), or any part thereof. Buyer will indemnify and keep Seller harmless from any liability or expense based on or arising out of any claim for infringement of any patent, domestic or foreign. Seller does not warrant or guarantee any advice or suggestions given by its technical or other personnel. Buyer assumes all risks respecting any advice or suggestions given by Seller's personnel. Buyer assumes all risk and liability of loss, damage or injury to person or property of Buyer or others arising out of the use or possessions of the goods supplied hereunder.
- 12. Changes/Specifications.** All Articles and quantities furnished hereunder are subject to Seller's standard tolerances and/or variations. Changes (including suspending performance) may be made by Buyer, if made by Buyer in writing and accepted in writing over the signature of a corporate officer of Seller. Such changes are subject to an equitable adjustment in price.
- 13. Delivery Schedule.** The delivery schedule stated herein shall become effective on timely receipt at Seller's plant of complete manufacturing details provided this order has been accepted pursuant to 1 above. Orders with indefinite delivery dates are accepted with the understanding that the Seller shall have the right to fill such orders as it sees fit in the course of its manufacturing or other schedules and to hold the Articles for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of government authorization.
- 14. Collections Costs.** If seller incurs costs, including reasonable attorney fees, for default by Buyer in the performance or observance of any provision herein, Buyer will pay Seller all such costs incurred by Seller.
- 15. Waiver.** The failure of Seller in any one or more instances to insist on performance of any of the provisions of the order shall in no way be construed to be a waiver of such provisions in the future.
- 16. Law Governing.** All provisions of the order shall be governed by and construed in their entirety in accordance with the law of the State of California.
- 17. Headings.** Headings used herein are for reference purposes only and shall not be deemed a part of the contract.