



**AMERICAN WIRE GROUP, LLC.
COMMERCIAL CREDIT APPLICATION AND AGREEMENT
CREDIT TERMS AND POLICY**

The undersigned ("the Customer") may desire to purchase goods and services from American Wire Group, LLC ("the Company") on account and agrees in consideration of the account to be bound by the following terms and conditions.

The Customer, in consideration of such extension of credit, shall pay the Company the total due on the Company's invoice upon receipt or by the due date as stated on the invoice. Failure to comply with these terms may result in placing the Customer's account on credit hold until the entire balance is paid in full and the assessment of a late charge or interest fee, which shall be computed by applying a periodic rate of 1.5% per month to the delinquent portion of the Customer's account (excluding accrued delinquent charges).

In the event of default, the Customer agrees to pay all costs of collections, including all reasonable attorney fees, court costs, repossession fee, and/or collection agency fees, together with interest thereon at the maximum rate allowed by law. The laws of the state of Florida will govern the enforcement and interpretation of this agreement. Customer agrees that, at Company's election, all actions and proceedings arising from or related to this Agreement will be litigated in the courts having situs within the state of Florida.

COMPANY INFORMATION

COMPANY NAME: _____

_____ BUSINESS STARTED: _____

BILLING ADDRESS: _____
Street Address City State Zip

SHIPPING ADDRESS: _____
Street Address City State Zip

PHONE NUMBER: _____ FAX NUMBER: _____

TYPE OF BUSINESS: INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION _____

D&B #: _____ P.O. REQUIRED?: YES _____ NO _____

AMOUNT OF CREDIT REQUESTED: \$ _____
(Financial Statements Required For Requests > \$250K)

CONTACT INFORMATION

ACCOUNTS PAYABLE: _____
Name Phone Number

PURCHASING: _____
Name Phone Number



BANK REFERENCE

BANK NAME & LOCATION: _____

ACCOUNT NUMBER: _____ CONTACT PERSON: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TRADE REFERENCES

COMPANY NAME: _____ ACCOUNT #: _____

ADDRESS: _____
Street Address City State Zip

PHONE NUMBER: _____ FAX NUMBER: _____

COMPANY NAME: _____ ACCOUNT #: _____

ADDRESS: _____
Street Address City State Zip

PHONE NUMBER: _____ FAX NUMBER: _____

COMPANY NAME: _____ ACCOUNT #: _____

ADDRESS: _____
Street Address City State Zip

PHONE NUMBER: _____ FAX NUMBER: _____

The undersigned hereby states that the information provided in this application is true and correct to the best of his/her knowledge, and agrees to the terms and conditions of this agreement. The undersigned also authorizes the Company to check credit as necessary through the provided trade references, bank references, credit-reporting agencies, and all other legally acceptable means. It is also understood that extending, increasing, decreasing, and denying credit is at the sole discretion of the creditor and that the Company will retain this application whether or not credit is extended.

The undersigned further declares to American Wire Group, LLC. that he/she is duly authorized to sign this credit application form on behalf of the company herein represented.

Authorized Signature

Date

Title

**PLEASE FAX THIS COMPLETED
FORM, FINANCIAL STATEMENTS,
AND TAX INFORMATION TO
AMERICAN WIRE GROUP CREDIT
DEPT. AT FAX NUMBER 954-455-9886**



PRICE: Prices are firm, according to Seller's acceptance of Buyer's purchase order. Payments shall be Net 30 from date of invoice.

CANCELLATION: Cancellation after acceptance of an order cannot be made without Seller's written consent and on such conditions as will indemnify seller against loss for commitments made and work already complete and/or in process as specifically detailed in the Seller's Sales Order Acknowledgement.

SPECIAL ORDERS: When Special Make Orders are accepted the entire order must be taken. Special Make Orders cannot be cancelled or modified once accepted and cannot be returned.

TOLERANCES: Non-Stock & Special Make merchandise is subject to the following tolerances: Total product - 0 and Reel lengths -0+5%, or as specified. Exact reels lengths may incur additional charges.

DELIVERY: Any shipment schedule is approximate. Seller shall not be liable for any delay in delivery or failure to deliver caused in whole or in part by any reason beyond Seller's control, unless Seller has specifically agreed upon delivery dates, in which case Seller will be liable for any related damages to the extent the delay was the result of an event within Seller's control expressly limited to a maximum of 2 percent per day of the contract price between Seller and Buyer, not to exceed 10 percent of the contract price.

CLAIMS: Buyer agrees to inspect merchandise for defects and for conformity and agrees to check material against shipping papers upon unloading at destination. All claims for shortages or defective merchandise must be made by Buyer in writing within seven (7) days of receipt of shipment, or as expressly identified on the customer purchase order and confirmed by the AWG order acknowledgement.

RETURNS: Return merchandise must be full reels or cartons, undamaged and in the original unopened package. Credit will be given for returned merchandise only for full reels of undamaged wire if still in the original package. No merchandise may be





returned without the written authority of Seller and receipt of Seller's RMA number. No merchandise may be returned after the expiration of sixty (60) days following the date of shipment. Returns may be subject to a Restocking Fee, or as defined on the Sales Order Acknowledgement. NON-STOCK & SPECIAL MAKE merchandise will not be considered for return and is not subject to the previous stated return conditions.

TAXES: Liability for all taxes imposed by any government authority with respect to the goods herein ordered shall be assumed and paid by Buyer.

MODIFICATIONS: Any modification of these Standard Terms & Conditions shall not be binding on Seller unless signed on behalf of Seller by a representative authorized to do so, regardless of whether Seller has commenced shipping of any merchandise ordered hereunder or whether Seller has accepted payments therefore.

WARRANTY: All merchandise ordered will be supplied in accordance with the description on the face of the order acknowledgment and in accordance with applicable specifications and design standards and will be substantially free from defects in material and workmanship. The Seller's liability in respect to any defect in or failure of the merchandise supplied, as well as any loss, injury, or damage attributable thereto, is limited to the replacement or repair of defects which, under proper use and handling, have been proven to the Seller's satisfaction to arise solely from faulty design, materials, or workmanship, within a period of one (1) year from the date of shipment from the Seller's factory or as expressly written and agreed by the manufacturer. Further, the Seller must be notified in writing of the said defect or failure within a period of one (1) year from the date of shipment. The replacement of such merchandise does not include expenses incurred in the installation or use of the material. No merchandise shall be returned to the Seller's factory or warehouse for credit or replacement before the Seller has officially advised of this transaction. Seller warrants and certifies that all data on any cut sheets have been verified by Seller, and that the material supplied by Seller will conform to the cut sheet specifications.

WARRANTY LIMITATIONS: This warranty does not cover the repair or replacement of any cable which fails as a result of damage in transit, misuse, neglect, accident, Acts of God, abuse, improper handling, improper storage, excessive stress, faulty or improper or





unauthorized installation or repair, negligent maintenance or failure to comply with the written instructions for installation, use or maintenance provided by the Seller.

EXCLUSION OF OTHER WARRANTIES: This warranty is in lieu of all other warranties, express or implied, and all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed.

LIMITATION OF LIABILITY AND LIMITATION OF ACTIONS: In no event shall either party be liable for any indirect, incidental, special, punitive or consequential loss, damage, or expense (which shall be deemed to include without limitation: any loss of profit or revenue, loss of goodwill, loss claimed by end-user's customers, or loss of business opportunity) of any nature or kind, however arising, whether in contract, in tort or otherwise, even if that party is deemed to be aware of the possibility of such damages. Excluding third party indemnification claims, Seller's maximum liability for any claim, loss or damage shall not exceed one million dollars (\$1,000,000), even if end-user has claims or is subject to claims in excess of this limitation subject to an independent third party forensic evaluation. Any legal proceeding related to this warranty must be presented within (1) year after the cause of action arises.

SOLE AND EXCLUSIVE REMEDY: This document sets forth the Seller's sole and exclusive warranty obligation to the Buyer and the Buyer's sole and exclusive remedy in the event of defective cable.

CHOICE OF LAW: The laws of the State of Florida, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to these Standard Terms & Conditions and all the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

INSURANCE: Seller shall provide and maintain liability and property damage insurance so as to provide protection and indemnification against any and all such claims or suits in connection with the Products and/or services which is the subject of this Agreement. Seller shall furnish to Buyer certificates issued by insurance companies acceptable to Buyer showing policies carried and the limits of coverage as follows: a. Workers' Compensation





Insurance for Seller's employees to the extent of statutory limits and Occupational Disease and Employer's Liability Insurance for not less than \$1,000,000 each accident; b. Commercial General Liability Insurance, including but not limited to Products and Completed Operations and Blanket Contractual Liability, as applicable to Seller's obligations under this Agreement with limits not less than \$2,000,000 per occurrence and \$2,000,000 general aggregate. Coverage must be on an occurrence form. Limits may be satisfied with a combination of primary and excess coverage; c. Automobile Liability Insurance for all owned, non-owned and hired automobiles with limits not less than \$1,000,000 combined single limit; and d. Excess/Umbrella Insurance in the amount of \$5,000,000. Buyer shall be named as Additional Insured on all policies of insurance required in subsections 'b' through 'd', and a waiver of subrogation in favor of Buyer shall be provided.

INDEMNITY: Each party shall defend, indemnify and hold harmless the other party, its officers, directors, agents, employees, contractors, and assigns from and against any claims, damages and losses related to this Agreement or the products, including reasonable attorney's fees, except to the extent such claims, damages and losses are attributable to the negligence or willful misconduct of the indemnified party. Each party's obligations under this paragraph shall extend to the acts and omissions of its employees, contractors, subcontractors, and agents.

Approved and Accepted By:

_____ (Customer Name)
 Corporation/Incorporated under the laws of the _____
 _____ (City, State, Country)
 having an office at _____

 (full address, and phone number)

By : _____ Title : _____

Date : _____





Approved and Accepted By:
American Wire Group

By : _____

Title : _____

Date : _____

AWG WARRANTY CERTIFICATE

The American Wire Group ("AWG") warrants solely to the Purchaser that any brand wire and cable sourced by AWG, or brand AWG cable ("Product") that is supplied to the Purchaser will be free from defects in material and workmanship provided the wire and cable is, employed under conditions contemplated and covered by the design specifications, and provided further that the Product is handled, installed, spliced, terminated, maintained and operated in accordance with industry accepted standards and procedures.

If a Product fails electrically or exhibits physical damage while in service during the warranty period (2 years – see below), the Purchaser shall notify AWG in writing within five (5) days of the discovery of such failure, and shall permit a representative of AWG a reasonable opportunity to inspect the Product and the operating conditions. If it is mutually determined by AWG and the Purchaser that the failure is a result of defective material or workmanship, AWG's sole responsibility under this Warranty shall be to repair or replace the defective Product, the choice of which will be at AWG's discretion. If AWG chooses to replace the defective Product, the new Product will be delivered free of charge to the delivery point called for in the original order. The defective Product replaced under warranty will be returned to AWG to be dispositioned as AWG sees fit. AWG will not be responsible for any damage or failure caused by the Purchaser or any third party, including without limitation, acts of God.

AWG will not be responsible for any defects or repairs to, or replacement of, adjacent or connected equipment to which the Product may supply electrical power or from which it may take electrical power, or with which it may, in any manner, be associated unless solely





caused by AWG's cable. AWG will not be responsible for any incidental or consequential damages whatsoever, either direct or indirect, resulting from a failure of the Product.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY PERIOD: Two years from the date that the Product is delivered by AWG to the Purchaser.

Revised: 5 April 2021

