

## STANDARD TERMS AND CONDITIONS OF SALES

**PRICE:** Prices are based on COMEX or LME listed on the quotation. Prices are subject to copper/aluminum adjustment at the time of shipment in the event that COMEX or LME copper exceeds the quoted base in excess of 10%, or as expressly identified on the customer purchase order and confirmed by the order acknowledgement.

**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.

**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.

**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 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. NON-STOCK & SPECIAL MAKE merchandise will not be considered for return and is not subject to the previous stated return conditions.

**REFUNDS:** No cash refunds. Trade Credit Only. All returns and other proper claims for credit may be applied toward future purchases only or as agreed.

**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.

**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 Seller 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 Seller is deemed to be aware of the possibility of such damages. Seller's maximum liability for any claim, loss or damage shall not exceed the purchase price for the cable subject to a claim under any circumstance, even if end-user has claims or is subject to claims in excess of this limitation. 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.

ACCEPTED BY: \_\_\_\_\_  
(Signature, Printed Name and Title)

Date \_\_\_\_\_