

RSCC Wire & Cable LLC
20 Bradley Park Road
East Granby, CT 06026
Telephone: 860-653-8300
Fax: 860-653-8301

General Terms and Conditions of Sale

The provisions, terms and conditions hereof (the "Terms") shall supersede any provisions, terms and conditions contained on any purchase order, quotation, price book, or other writing that the purchaser hereunder ("Purchaser") may give to or receive from Seller, and the rights of the parties shall be governed exclusively by the Terms except as otherwise specifically stated in writing signed by an authorized representative of RSCC Wire & Cable LLC ("Seller"). Acknowledgment or acceptance of the Terms, performance of any part thereof or acceptance of any product by Purchaser constitutes Purchaser's acceptance of all the Terms. Acceptance is limited to the Terms. Any proposal for additional or different terms or any attempt by Purchaser to vary any of the Terms is hereby objected to and rejected. Such proposals will not operate as a rejection of this offer unless they vary the description, quantity, price or delivery schedule of the products, but such proposals will be deemed a material alteration thereof, and this offer will be deemed accepted by Purchaser without such additional or different terms. If the Terms are deemed an acceptance of a prior offer by Purchaser, such acceptance is limited to the Terms.

1. PRICE AND PAYMENT TERMS

- (a) All price quotations are valid for the period indicated on Seller's quotation. Except as otherwise provided, quotations are subject to change until accepted.
- (b) Except as otherwise specified in writing, prices are subject to change without notice, and orders calling for delivery at a specified future date will be billed according to prices in effect at time of shipment.
- (c) Unless credit terms are extended by Seller in writing, payment terms are, at Seller's option, cash with order or sight draft attached to bill of lading or shipping documents, without expense to Seller.
- (d) If credit is extended by Seller, all invoices must be paid within thirty (30) days from date of invoice. Credit terms may be changed or withdrawn by Seller at any time. A service charge of 1.5% per month will be applied on all unpaid, undisputed amounts (except in a state where maximum allowed is less, in which instance maximum permitted rate will apply).
- (e) If shipments are delayed by Purchaser, payment is due when Seller is prepared to make shipment. Purchaser shall also pay charges for storage, handling, taxes, and insurance from such date at the rate of \$1.50 per month for every \$100.00 of invoice value of the products for which shipments are so delayed. Products held for Purchaser shall be at the sole risk and expense of Purchaser.
- (f) In addition to Seller's other rights and remedies hereunder and under applicable law, Seller will be entitled to recover from Purchaser all costs of collection, including without limitation Seller's attorneys' fees and litigation costs.

2. FREIGHT / SHIPPING POLICY

All shipments will be F.O.B. shipping location. Freight charges will be collect unless specified otherwise in the quotation. Seller will ship via conventional methods unless otherwise specified in writing. If Purchaser specifies special routing or means of transportation, actual cost of transportation will be at Purchaser's sole cost and expense.

Packaging will be in accordance with standard commercial practice for domestic shipment; any other packaging will be at Purchaser's expense.

Purchaser is responsible for material identification, footage count and visual inspection for damage upon receipt of shipment. Claims for shortage or damage must be made in writing to Seller at 20 Bradley Park Road, East Granby, CT 06026 USA, within ten (10) days after date of delivery.

3. TAXES

Prices are exclusive of all taxes, including without limitation sales, use and excise taxes. Wherever applicable, such tax or taxes will be added to the invoice as a separate charge to be paid by Purchaser unless Purchaser provides Seller with a tax exemption certificate acceptable to taxing authorities. In addition, if product is to be delivered to points outside the United States, all export duties, licenses, customs charges and other fees will be paid by Purchaser.

4. PLANS, DRAWINGS AND SPECIFICATIONS

Plans, drawings, specifications and other proprietary material made or bought by Seller and not billed to Purchaser will remain the property of Seller.

Normal commercial tolerances in specifications shall be acceptable. Tolerance in overall quantity and lengths are plus or minus 10% unless stated otherwise.

5. LIMITED WARRANTY

SELLER WARRANTS THAT THE PRODUCTS SOLD WILL CONFORM TO THE SPECIFICATIONS FURNISHED BY PURCHASER (EXCEPT AS THE SAME MAY BE MODIFIED IN ACCORDANCE WITH THE WRITTEN AGREEMENT OF THE PARTIES). THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE CONDITIONED UPON PROPER STORAGE, INSTALLATION, USE AND MAINTENANCE OF THE PRODUCTS, CONFORMANCE WITH ANY APPLICABLE TECHNICAL REQUIREMENTS OF SELLER AND CONFORMANCE WITH APPLICABLE LAWS AND TECHNICAL STANDARDS, INCLUDING WITHOUT LIMITATION ANSI, ASTM AND OSHA STANDARDS.

SELLER'S EXCLUSIVE OBLIGATIONS FOR ANY CLAIM WITH RESPECT TO THE PRODUCTS SHALL BE TO REPAIR, OR, AT ITS OPTION, TO DELIVER TO PURCHASER SUFFICIENT QUANTITY OF PRODUCT TO REPLACE, ANY PRODUCT WHICH DOES NOT COMPLY WITH THE ABOVE WARRANTY WITHIN ONE YEAR FROM THE DATE OF SHIPMENT OF THE APPLICABLE PRODUCT, PROVIDED THAT PURCHASER GIVES SELLER PROMPT WRITTEN NOTICE AND SATISFACTORY PROOF OF SUCH NON-COMPLIANCE AND, AT SELLER'S OPTION AFFORDS A REPRESENTATIVE OF SELLER THE OPPORTUNITY TO EXAMINE AND INSPECT THE PRODUCTS AT THE JOBSITE AND TO REMOVE REPRESENTATIVE SAMPLES FOR TESTING, FAILURE TO WHICH SHALL VOID ANY WARRANTY HEREUNDER.

THE WARRANTY SET FORTH ABOVE SHALL COVER THE PORTION OF THE PRODUCTS REPAIRED OR REPLACED BY SELLER UNDER THE ABOVE CONDITIONS FOR A PERIOD OF TWELVE MONTHS FROM AND AFTER THE DATE OF REPAIR OR REPLACEMENT.

THE QUANTITY OF PRODUCT WHICH SELLER IS OBLIGATED TO REPLACE SHALL IN NO EVENT EXCEED THE PRODUCTION RUN IN WHICH THE PRODUCT TO BE REPLACED WAS PRODUCED.

THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ANY CLAIMS BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE OF THE PRODUCTS WITH ANY APPLICABLE LAWS OR REGULATIONS, WHETHER EXPRESS OR IMPLIED IN FACT OR BY LAW ARE DISCLAIMED BY SELLER AND EXCLUDED. SELLER'S WARRANTY HEREUNDER EXTENDS TO PURCHASER ALONE. THE FOREGOING WARRANTY SETS FORTH SELLER'S ENTIRE AND EXCLUSIVE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF PRODUCTS, GOODS AND PARTS, AND THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION.

ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATION MADE BY SELLER CONCERNING ANY INSTALLATION OR USE OF THE PRODUCTS ARE BELIEVED TO BE RELIABLE, BUT SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING SUCH ADVICE AND RECOMMENDATIONS AND SELLER SHALL HAVE NO LIABILITY WITH RESPECT THERETO.

6. LIMITATION OF LIABILITY

SELLER WILL IN NO EVENT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF PURCHASER'S FACILITIES, LOSS OF REVENUE, LOSS OF PROFITS, DIMINUTION IN VALUE OR CLAIMS OF ANY CUSTOMERS OF PURCHASER. SELLER'S LIABILITY UNDER NO CIRCUMSTANCES WILL EXCEED THE CONTRACT PRICE FOR THE PRODUCTS FOR WHICH LIABILITY IS CLAIMED.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, PURCHASER ASSUMES ALL RISKS AND LIABILITIES ARISING FROM THE HANDLING, STORAGE, SALE, DELIVERY, INSTALLATION, REPAIR AND USE OF THE PRODUCTS, AND PURCHASER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, ARISING FROM OR RELATING THERETO, INCLUDING WITHOUT LIMITATION ALL CLAIMS WITH RESPECT TO PERSONAL INJURY, DISEASE OR DEATH, DAMAGE TO OR LOSS OF PROPERTY OR THE ENVIRONMENT OR VIOLATION OF APPLICABLE LAWS OR REGULATIONS.

7. DELAYS

Production or delivery of products may be subject to delay in the event of strikes, labor difficulties, riot, war, fire, flood, delay or default of common carrier, failure or curtailment in Seller's usual source of supply, governmental decrees or orders, or other delays beyond the reasonable control of Seller, and Seller shall not be liable for any loss or damage arising therefrom.

Where shipping dates are specified, such dates are estimated predicated upon Seller's manufacturing schedules in effect upon the date of quotation and may change when the order is received. Any shipping dates assume prompt issuance of necessary approvals and releases for manufacture by Purchaser. Shipment dates stated on the order acknowledgement shall prevail in the event of a discrepancy between it and Purchaser's written order. In the event of delay by Purchaser in issuing approvals, releases, requested clarifications or other necessary information, estimated shipping dates will be adjusted to conform with Seller's current manufacturing schedules. Purchaser's delay in making tests or inspections of completed products shall extend shipping dates by the period of delay.

8. PATENTS

Seller shall defend any suit or proceeding brought against Purchaser to the extent based on a claim that any product, or any part thereof, furnished hereunder infringes any United States patent, so long as Seller is notified promptly in writing and given authority, information and assistance (at Seller's sole cost and expense) for the defense of same, and Seller shall pay all damages and costs awarded therein against Purchaser. Seller will not indemnify Purchaser if the claim of infringement is caused by Purchaser's modification of the products or use of the products other than as reasonably contemplated by the parties; Purchaser's failure to use modifications made available by Seller; Purchaser's use of the products in combination with any products not provided by Seller; or information, directions, designs, specifications or materials provided by Purchaser. If the product, or any part thereof, is in such suit held to infringe a United States patent and the use of said product or part is enjoined, Seller shall, at its own expense and option, either procure for Purchaser the right to continue using said product or part; replace same with a non-infringing product or part; modify the product or part so it becomes non-infringing; or remove said product or part and refund the purchase price and the transportation cost thereof. The foregoing states the entire liability of the Seller for intellectual property infringement by the products or any part thereof. Purchaser shall defend, indemnify and hold Seller harmless from any expenses or loss resulting from alleged intellectual property infringement arising from compliance with Purchaser's designs or specifications or other information, directions or materials furnished by Purchaser.

9. QUANTITIES

Quantities shall be as stated on the face hereof or in the purchase order referenced.

If Purchaser requires quantities in excess of the amount stated (as modified by any change orders accepted by Seller), or, in the event an exact quantity is not specified, when goods have been shipped equal to the total price of the order, the cost of additional quantities shall be subject to negotiation at Seller's option, regardless of whether or not there is a price adjustment clause in effect for specified quantities.

Orders will be considered complete upon shipment of a quantity within the tolerance levels (over or under specified quantities) indicated by Seller when it is impractical to produce the exact quantity orders.

10. DEFAULT

Seller shall have the right, in addition to all others it may possess under the Uniform Commercial Code or other applicable law, at any time, for credit reasons or because of Purchaser's default, to cancel the unfilled portion of this order and/or any and all other orders from Purchaser, to withhold shipments and suspend further manufacture of items ordered, in whole or in part, and to recall goods in transit and retake the same. Seller shall also be entitled to receive reimbursement for its reasonable and proper cancellation charges when such action is taken.

11. ARBITRATION

Any controversy or claim arising out of or relating to this order shall be settled by arbitration in the City of Hartford, Connecticut, in accordance with the rules of the American Arbitration Association then in effect, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Seller within 24 months after the date of invoice.

12. JURISDICTION

This order shall be governed as to all matters affecting its validity, construction or performance by the internal laws, and not the laws of conflict, of the State of Connecticut.

13. INSPECTION AND ACCEPTANCE

All orders are accepted upon the basis of inspection and acceptance by Purchaser of the products at Seller's factory. In the event Purchaser requires tests or inspection not regularly provided by Seller or at points or by laboratories outside of Seller's factory, Purchaser shall pay for Seller's then current charges for such tests or inspections. If Purchaser does not conduct inspection and acceptance of the products at Seller's factory, such products shall be deemed to be accepted by Purchaser when shipped.

14. CANCELLATION

Purchaser may cancel this order upon written notice and upon payment to Seller of reasonable cancellation charges determined by Seller in their sole discretion. Any delays requested by Purchaser in completing work on products already in production at the time of the request shall, at the option of Seller, operate as a cancellation of the order by Purchaser with respect to such products.

15. RETURNS

Seller's permission must be obtained in writing before any products are returned by Purchaser for any reason whatsoever. If products are returned without permission, Purchaser authorizes Seller, in addition to such other remedies as Seller may have, to hold the returned products at Purchaser's sole risk and expense.

16. ASSIGNMENT

Purchaser's assignment of this order, or any interest therein or of any rights hereunder, without the written consent of Seller, shall be void and unenforceable.

17. ADDITIONAL TERMS

In the event of any conflict between the terms on the front of this order and the other Terms, the terms on the front of this order shall take precedence. No waiver or modification of the Terms will be valid unless in a writing signed by the parties. The failure of either party to insist upon strict adherence to any Term hereof on one or more occasions will not be considered a waiver or deprive that party of the right thereafter to insist on strict adherence to that Term or any other Term. If any Term is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such Term will be ineffective to the extent of such invalidity or unenforceability, but will not affect any other Terms, all of which will remain in full force and effect. No information relating to this order will be disclosed without Seller's prior written consent. All Terms will survive the consummation or termination of this transaction.