

TERMS AND CONDITIONS OF SALE/WARRANTY

Purchase orders are accepted and goods are delivered or services performed only subject to these Terms and Conditions of Sale/Warranty ("Conditions of Sale"). These Conditions of Sale form part of each quote, order acknowledgement/confirmation and invoice issued by Seller (each a "Seller Document"). Unless expressly set forth in a Seller Document, any qualifications of these Conditions of Sale, or anything additional or contrary to, or inconsistent with, any of these Conditions of Sale, including, without limitation, any conditions of purchase noted or referenced in, or forming part of, any purchase order or other document transmitted by Buyer in the administration and operation of this contract, must be deemed to be and will be treated as inapplicable and of no legal force or effect even if Buyer's document expressly provides that any or all of their terms or conditions shall prevail over these Conditions of Sale. Seller's order acknowledgement/confirmation together with Buyer's purchaser's order (which shall be used for the sole purpose of determining quantities of goods to be delivered, services to be provided, requested delivery dates, line item pricing, and similar administrative matters, to the extent that it is not inconsistent with or doesn't add to or vary these Conditions of Sale), constitute the whole contract between the Seller and the Purchaser for the sale and purchase of the goods or services, as such transaction is described on the face hereof or in any Seller Document. As used herein, Seller means the party identified as such, and Buyer means the party identified as such, in the applicable Seller Document.

1. **PRICES.** Buyer agrees to pay the contract price(s) specified on the face hereof or in the applicable Seller Document. If no price is specified, it shall be Seller's price(s) in effect at the time of delivery. Seller reserves the right to adjust Seller's price(s) for the goods at the time of shipment to account for metals price variations between the time of order and the time of shipment, prior quotes or order acknowledgements/confirmations notwithstanding. Where applicable, the following shall be added to the price and paid for by Buyer: (a) all sales, use, excise, value added, manufacturing or similar taxes or charges (unless Buyer has provided Seller with a valid and proper tax exemption certificate); (b) all customs charges, taxes or duties; (c) all freight, transportation, demurrage, insurance and charges for cutting, lagging or extraordinary or non-standard packing or packaging; and (d) any minimum order charge in effect at the time of shipment.

2. **INVOICING AND PAYMENT.** Seller may make and invoice for partial shipments. Buyer may not set-off, whether for possible damages for breach or otherwise, against any amounts due Seller. Where Seller has extended credit to Buyer, terms of payment shall be as set forth on the face hereof or in the applicable Seller Document, or if not set forth therein, net thirty (30) days from the date of delivery. Any rebate or discount is subject to Buyer's entire account being current. Any amounts not paid when due shall be subject to a FINANCE CHARGE of 1.5% per month (18% per annum) or the legal maximum, if less. Buyer shall be liable for all reasonable and necessary costs and expenses incurred by Seller in collecting any amounts due Seller, including attorney fees and litigation expenses. **NON-PAYMENT VOIDS ANY WARRANTY.**

3. **CREDIT TERMS.** Credit is extended at the discretion of Seller. If credit has been extended, the amount of credit may be changed or credit withdrawn by Seller at any time, in its sole discretion. In addition, Seller shall have the right, at any time, for credit reasons (including, without limitation, a good faith belief that prospect of payment is impaired or that Buyer is insolvent) or because of Buyer's breach of this or any other agreement with Seller or its affiliates, to withhold shipments in whole or in part, to recall goods in transit and to repossess all goods previously delivered. Seller retains a security interest in all goods delivered hereunder until paid for in full.

4. **DELIVERIES.** Seller shall have sole control and discretion with respect to mode of transportation, routing and any other matters connected with, related to or involved in transporting the goods. Shipping and delivery dates are approximate only, and Seller shall not be liable for any loss or damage arising directly or indirectly as a result of failure or delay in shipment or delivery. Goods are shipped Ex Works Seller's factory or warehouse, and title, risk of loss and damage passes to Buyer upon delivery to the carrier. Any delivery accepted by Buyer, even though made after the scheduled delivery date, shall constitute good delivery and be paid in full. If Buyer delays delivery and Seller is required to store the goods, Buyer's liability for risk of loss, storage charges and payment for the goods shall commence when the goods are ready for shipment, even if Seller consents to such a delay. Orders can only be cancelled with Seller's written consent and then only upon such terms as will protect Seller from any losses.

5. **FORCE MAJEURE.** (a) Seller shall not be responsible or liable for any delay or failure to deliver any or all of the goods or to provide services, if such delay or failure is caused by any Act of God; fire, flood, explosion, war, insurrection, act of terrorism, riot, embargo or action, statute, ordinance, regulation or order of any government or agency thereof; inability to secure or shortage of labor, material, fuel, supplies, or transportation; strike or other labor dispute; or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified, beyond Seller's control, which prevents, hinders, or interferes with manufacture, assembly or delivery of the goods or the provision of services. Any such cause, contingency, occurrence or circumstance shall release Seller from performance of its obligations hereunder. Under like circumstances, Buyer shall be released from its obligations hereunder (other than the payment of money). (b) If Seller is partially excused from performance, either on account of Paragraph 5 (a), above, or by the provisions of the Uniform Commercial Code, it shall not be required to make any allocation of production, shipments or deliveries in accordance with 2-615(b) of the Uniform Commercial Code or any equivalent or successor provision thereto.

6.1 **EXPRESS WARRANTIES.** Subject to the limitations set forth in Paragraph 6.2, below, Seller warrants that: (a) the goods shall meet Seller's published specifications for the goods and be otherwise free from defects in materials and workmanship; (b) services shall be performed in a competent and professional manner in accordance with accepted industry practice in the locale where the services are performed; and (c) Seller has good title to the goods and the right to sell them to Buyer. No representations or warranties are made with respect to any drawings, schematics or instructions supplied with the goods; if supplied, these are for informational purposes only.

6.2 **CONDITIONS TO WARRANTIES.** (a) The warranty period for all goods and/or services (the "Warranty Period") will expire one (1) year after shipment of goods and ninety (90) days after performance of services, except that the solderability of CROSSLINK ETFE constructions containing tin-plated copper conductors or shielding material is only warranted for three (3) months from the date of manufacture. (b) If during the Warranty Period, Buyer believes that there is a breach of warranty, Buyer must, within ten (10) days, provide Seller with a written notification setting forth the nature of the claimed breach. Seller shall promptly investigate such claimed breach and shall, after its investigation, either (i) provide information to Buyer confirming that no breach of warranty has in fact occurred; or (ii) advise Buyer of Seller's planned corrective action. A determination by Seller that no breach of warranty has occurred shall not be conclusive or binding upon Buyer. However, if a breach of warranty has in fact occurred, Seller shall, at its election, promptly repair or replace the defective goods or re-perform or correct deficient services at no cost to Buyer. All costs incidental to repairing or replacing defective goods including, but not limited to removal, disposal, disassembly, reinstallation and reconstruction, shall be borne by Buyer and in no event shall Seller be liable for such costs. All warranty repairs or replacements and any services that have been re-performed or corrected under warranty shall be warranted for the balance of the Warranty Period. (c) This warranty does not cover the repair or replacement of any goods which fail as a result of damage caused by external forces after delivery such as, without limitation, misuse, neglect, accident, Act of God, abuse, improper handling, improper storage, excessive stress, faulty or improper installation, testing or repair, negligent maintenance or failure to comply with any written instructions for installation, testing, use or maintenance published by Seller and does not apply to any goods which have had, subsequent to their delivery to Buyer, any stage of processing performed on them. Without limitation, under no circumstances shall Seller be liable for any costs associated with reworking, re-manufacturing or scrapping a product in which defective goods supplied by Seller were incorporated, for any costs associated with production stoppages, downtime, machinery breakdown, or recall campaigns, or for any trouble-shooting, administrative or engineering charges. (d) **SOLE AND EXCLUSIVE REMEDIES: THE FOREGOING CONSTITUTES SELLER'S SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITIES IN CONNECTION WITH SELLER'S WARRANTIES AND THE SOLE AND EXCLUSIVE REMEDIES THAT ARE AVAILABLE IN THE EVENT OF ANY BREACH THEREOF.** (e) **EXCLUSION OF OTHER WARRANTIES: SELLER GIVES NO OTHER WARRANTIES. THIS WARRANTY IS GIVEN 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.** (f) **GOODS MANUFACTURED BY OTHERS: SELLER'S WARRANTIES SHALL NOT APPLY TO ANY GOODS THAT ARE WARRANTED BY THEIR ORIGINAL MANUFACTURER.**

7. **RETURN OF SPOOLS, ETC.** When returnable spools, reels or non-standard packaging are shipped to Buyer, they shall remain the property of Seller and a deposit shall be charged separately which shall be due and payable at the same time as the contract price. When returned to point of origin in good condition, reasonable wear and tear excepted, within a period of twelve (12) months from date of shipment, freight collect, credit will be given for the amount of the deposit, less the cost of any required repairs. No credit will be allowed for spools, reels or non-standard packaging damaged beyond repair or returned more than twelve (12) months after the date of shipment to Buyer. Lagging is not charged for and, therefore, no credit will be allowed when returned. Seller's reel return policy, if applicable, is incorporated by reference herein.

8. **SELLER'S PROPRIETARY RIGHTS; INFRINGEMENT.** No title, license, or interest in any of Seller's intellectual property (including proprietary data) is transferred hereunder. Seller will defend and indemnify Buyer against claims that goods sold hereunder infringe any third party's U.S. or Canadian patent, copyright or trademark, provided Buyer promptly notifies Seller in writing of the claim and allows Seller sole control of the defense and any settlement. At Seller's option and expense, it shall either procure for Buyer the right to use any infringing good, or replace or modify the same so that it becomes non-infringing. The foregoing is inapplicable to goods supplied to Buyer's specifications, designs or special instructions or to infringement claims relating to use in combination with goods not furnished by Seller or Buyer's modification of the goods. The foregoing does not cover the cost of removing or reinstalling goods and states Seller's sole obligation regarding intellectual property rights infringement.

9. **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, ANY LOSS OF GOODWILL, LOSS CLAIMED BY BUYER'S CUSTOMERS, OR ANY 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 ARISING FROM OR IN CONNECTION WITH THIS CONTRACT OF PURCHASE AND SALE SHALL UNDER NO CIRCUMSTANCES EXCEED THE PURCHASE PRICE FOR THE GOODS OR SERVICES SUBJECT TO A CLAIM, EVEN IF BUYER HAS CLAIMS OR IS SUBJECT TO CLAIMS IN EXCESS OF THIS LIMITATION. NOTWITHSTANDING THE FOREGOING, SELLER'S LIABILITY FOR COVER DAMAGES SHALL BE LIMITED TO TEN PERCENT (10%) OF THE PURCHASE PRICE FOR THE GOODS SUBJECT TO A CLAIM.** Any legal proceeding initiated against Seller relating to this contract of purchase and sale must be brought within (1) year after the cause of action arises. In any legal proceeding, Buyer shall not be entitled to equitable relief, such as specific performance.

10. **GENERAL PROVISIONS. ALL SALES ARE FINAL.** The contract of purchase and sale shall be governed by the laws of the State of the Seller's place of shipment, other than its rules regarding choice of law. Courts of such State shall have jurisdiction. To the extent it may apply to this contract, the parties hereby exclude this contract from the application of the United Nations Convention on Contracts for the International Sale of Goods. Only assignments by Seller are permitted. Seller reserves the right to ship overages or underages of weight, length, size and/or quantity in accordance with Seller's standard practices. Stenographic and clerical errors on the face hereof or in any Seller Document are subject to correction. Seller's inaction with respect to any breach hereof by Buyer or failure to object to any act by Buyer shall not constitute a waiver of such or any other breach or acceptance of Buyer's act. All export sales are conditional on Buyer obtaining any necessary export/import approvals, authorizations or licenses and complying with all customs formalities. Seller reserves the right to claim drawback on any import duties, taxes or surcharges paid on imported raw materials contained in the goods.

Important Export Restrictions Warning!

Export of some of Seller's products is strictly prohibited without a valid export license issued by the U.S. Department of State, in accordance with International Traffic in Arms Regulations (ITAR) (22 C.F.R. 120-130) or a valid export license issued by the U.S. Department of Commerce, in accordance with the Export Administration Regulations (EAR) (15 C.F.R. 730-774).

U.S. law prohibits the sale, transfer, or export of certain items to certain restricted parties, destinations, and embargoed countries, as identified on lists maintained by the U.S. Department of State, the U.S. Department of Commerce, and the U.S. Department of Treasury. It is the responsibility of Buyer to be aware of these lists. By proceeding with any transaction, Buyer certifies that the Buyer will not engage in any unauthorized transaction involving the export or re-export of Seller's products to any restricted parties or destinations and that Buyer certifies that it will comply with all requirements imposed by all applicable laws, regulations and administrative policies relating to the export or re-export of U.S. goods. Diversion contrary to U.S. law is prohibited.