

TERMS AND CONDITIONS OF SALE

1. Warranty

Company warrants to Purchaser that products furnished hereunder will be free from defects in material, workmanship and title. The foregoing shall apply only to failures to meet said warranties (excluding any defects in title) which appear within one year from date of shipment hereunder.

The conditions of any tests shall be mutually agreed upon and Company shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Company and (b) Purchaser notifying Company of any defects within 30 days of discovery thereof and, if required, promptly making the product available for correction.

If any product fails to meet the foregoing warranties (except title), the Company shall thereupon, at its option, either refund the purchase price of, repair, or supply replacement material for the defective product concerned, FOB Company's factory or such other place as it may designate.

In addition, Seller's warranty does not cover and Seller shall have no liability with respect to: 1) matters not reported in writing within twelve (12) months of the date of shipment; 2) failure or damage due to misapplication, abuse, improper installation or abnormal conditions of use; 3) the fitness of the products sold for the purpose or use intended by purchaser; 4) products damaged in shipment or otherwise damaged through no fault of seller; 5) expenses incurred by purchaser for installation of products prior to discovery of the alleged defect or expenses incurred in an attempt to correct same; 6) expenses incurred by purchaser for removal of nonconforming products and the expense of installation of replacement products; 7) products which Seller is not afforded a reasonable opportunity to inspect and test after Seller has received notice of alleged defects; 8) failure or damage which cannot conclusively be proven to have proximately and solely resulted from a defect in materials and workmanship; 9) any additional expenses or penalties caused by late delivery or nondelivery; 10) any special freight charges based on customer request at time of shipment such as air freight, exclusive use of truck, etc.; 11) if material is refused or rejected for any reason whatsoever, Seller will not be responsible for air freight or any special handling charges.

The preceding paragraph sets forth the exclusive remedies for claims (except as to title) based on defect in or failure of products, whether claim is in contract or tort (including negligence) and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. **NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.** Company does not warrant any products of others which purchaser has designated.

2. Limitation of Liability

(a) Unless otherwise agreed in writing by a duly authorized representative of Company, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, Company disclaims all liability for any nuclear damage, injury or contamination, and Purchaser shall indemnify Company against such liability, whether as a result of breach of contract, warranty, tort, (including negligence) or otherwise.

(b) In no event, whether as a result of breach of contract, warranty or tort, (including negligence) or otherwise, shall Company or its suppliers be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, or claims of Purchaser's customers for such damages. If Purchaser transfers title to or leases the products sold hereunder to any third party, Purchaser shall obtain from such third party a provision affording Company and its suppliers the protection of the preceding sentence.

(c) In no event, whether as a result of breach of contract, warranty or tort, (including negligence) or otherwise, shall Company's liability to Purchaser for any loss or damage arising out of, or resulting from this agreement, or from its performance or breach, or from the products or services, furnished hereunder, exceed the price of the specific product, which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in "Warranty".

(d) If Company furnishes Purchaser with advice or other

assistance which concerns any products supplied hereunder or any system or equipment in which any such product may be installed and which is not required pursuant to this agreement the furnishing of such advice or assistance will not subject Company to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

(e) The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph.

3. Delivery

Delivery dates given prior to shipment are estimated only and the Company shall not be liable for failure to meet such dates. Unless otherwise specifically provided in writing, all sales are made FOB point of shipment. In all cases, title to the products shall pass upon delivery to the carrier at the FOB point and thereafter all risk of loss or damage shall be upon the Purchaser.

4. Inspection and Acceptance

All orders are accepted upon the basis of inspection and acceptance of the products at the Company's factory. In the event Purchaser requires tests or inspection not regularly provided by the Company or at points or by laboratories outside of the Company's factory, the Purchaser shall pay for the Company's then current charges for such tests or inspections.

5. Cancellation

The Purchaser may cancel his order only upon written notice and upon payment to the Company of reasonable and proper cancellation charges. Any delays requested by the Purchaser in completing work on products already in production at the time of the request shall operate as a cancellation of the order by the Purchaser with respects to such products, within the meaning of this paragraph.

6. Quantity Variation and Packing

Unless otherwise specifically provided in writing, all products are sold subject to the Company's tolerances and variations in dimensions and weights. Tolerances in lengths are $\pm 5\%$. Shipments will be made in the Company's standard coils, reels, spools or packages and the Purchaser shall pay for the lengths of products actually shipped.

7. Changes in Quantity or Type

After a Purchaser's order is accepted by the Company, no changes therein, whether pertaining to the quantity and type of products ordered, their specifications or other provisions of the order, will be approved by the Company unless the Purchaser agrees in writing to pay the Company's then current charges for such changes.

8. Returns

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

9. Assignment

Purchaser's assignment of his order, or any interest therein or of any rights hereunder, without the written consent of the Company shall be void.

10. Payments

Pro-rata payments are due when shipments are made and invoices rendered. If shipments are delayed by Purchaser, payments shall become due when the Company is prepared to make shipment; Purchaser shall also pay charges for storage, handling, taxes, and insurance from such date at the rate of \$1.00 per month for every 100 pounds of shipping weight of the products whose shipments are so delayed. Products so held for the Purchaser shall be at the risk and expense of the Purchaser.

11. If fittings, connectors, tray, conduit or other products are used, dimensions of cable will be furnished after cable is completely manufactured. If dimensions or diameters are needed prior to completion of manufacturing process, we will give estimated values. However, we will not be responsible for any differences in dimensions or diameters, or for any charges incurred for purchasing or installing of any connectors, fittings, or other products because of different dimensions of finished cable as compared to estimated or approximate dimensions.

12. Stenographic and clerical errors are subject to correction.

13. The terms and conditions of sale stated above are exclusive of all other warranties, terms and conditions, written or oral, statutory, express or implied, none of which shall apply to the sale of the company's products hereunder.

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