

TERMS AND CONDITIONS OF SALE

Unless otherwise specified on the invoice face, the following will apply to the sale by Interstate Wire Company Inc. (" Seller "), to the named purchaser (" Buyer "), of the products specified on the invoice face (the " Products ") and any related services provided by Seller.

1. **PRICES.** All prices are firm and are invoiced & payable in U.S. dollars unless specifically stated otherwise on the invoice. Prices do not include, and Buyer will pay or reimburse Seller for any, and all taxes (other than Seller's income taxes) and other governmental fees, assessments, duties, and charges, that are payable as a result of this transaction or Buyer's use or resale of Products.
2. **F.O.B. & SHIPMENTS.** All shipments will be Free On Board (F.O.B.) the Seller's plant in Rockwall, Texas unless otherwise stated on the Seller's invoice. Title to the Products and risk of their loss or damage will pass to Buyer upon delivery of the Products at the location specified with the F.O.B., F.A.S. or other shipment term on the invoice face. Products may be shipped by any carrier, route or means reasonably selected by Seller, except where the Buyer is directly paying the freight and handling charges and specifies the carrier to be used. If Buyer's order is for multiple types of Products, such Products may be shipped in lots of similar Products, as reasonably determined by Seller, and each such lot will be paid for separately. No nonconformity or defect in any lot will constitute a breach of Buyer's entire purchase order, and any lots whose conformity and condition Buyer does not dispute will be paid for in accordance with these terms and conditions, regardless of any dispute concerning other shipments or undelivered Products.
3. **PAYMENTS.** If the full payment of the purchase is not received when due as specified on the face hereof or, if not so specified, within 30 days after the shipment date, Seller reserves the right to charge interest on any unpaid balance at a rate of up to 1 1/2% per month (or the highest rate permitted by applicable laws, if lower) from the due date. Seller may suspend or cancel deliveries of ordered Products if Buyer fails to pay when due any amount owed by it to Seller for any goods or services. Seller also reserves the right to require from Buyer, at any time, satisfactory assurance of performance of Buyer's payment obligations to Seller, and refusal or failure promptly to furnish such assurance will entitle Seller to suspend or cancel further deliveries to Buyer and initiate additional actions to secure payment in full and/or recover the Products supplied.
4. **CANCELLATIONS, RETURNS AND ASSIGNMENTS.** Any order by Buyer may be cancelled or changed only with the written consent of Seller. Seller reserves the right to charge Buyer all reasonable costs for work performed prior to cancellation including but not limited to product engineering, sales order administration, materials procured, and manufacturing operations performed plus reasonable overhead and profit margin. No Product (whether or not it is defective or nonconforming) may be returned to Seller without Seller's prior written consent. All returns are to be shipped freight pre-paid by Buyer. All returned product is subject to inspection upon receipt by Seller and only un-used product returned in a saleable condition will be accepted. Seller reserves the right to charge Buyer a re-stocking charge to cover inspection and handling costs associated with the returned product. If a Product is returned with such consent and accepted by seller following inspection, it shall thereupon become the property of Seller. Any assignment of Buyer's rights or obligations hereunder will be void without Seller's written consent.
5. **LIMITED WARRANTY, INSPECTION AND CLAIMS.** Seller warrants exclusively to Buyer that each Product sold hereunder will be free from defects in material and workmanship at the time of shipment from Seller's manufacturing plant. Seller will have the right to inspect and have returned any Product claimed by Buyer to violate this "Limited Warranty." Seller's sole obligation and Buyer's exclusive remedy for any breach of the Limited Warranty will be the repair or replacement, at Seller's option, of the defective Product. Any replacement or repaired Product will be covered by the Limited Warranty only for the remainder of the original warranty period. If Seller determines that such repair or replacement is not economical or feasible or such remedy fails of its essential purpose, Buyer's exclusive alternate remedy and Seller's sole obligation for any such breach will be the return to Buyer of the purchase price paid to Seller for the Product, in which case Seller may repossess the Product. The Limited Warranty will apply only if: the delivered Product is not altered or damaged and is properly transported, stored, handled, installed, maintained, and used in accordance with the Product's normal usage and any Seller published instructions; and Buyer notifies Seller of the defect in writing not more than one year after its delivery to Buyer and not more than 30 days after Buyer first learns of the defect. Buyer will promptly inspect all Products delivered to it. Any claim against Seller under the Limited Warranty or otherwise for shortages or for damages to or defects in the delivered Products that are observable in a reasonable visual inspection will be deemed waived unless the claim is made in writing to Seller within 30 days after such delivery. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY AND SELLER'S STATUTORY WARRANTY OF GOOD TITLE, SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCTS COVERED HEREBY INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR (SUBJECT TO PARAGRAPH 8) NON-INFRINGEMENT. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER EXCEPT TO THE EXTENT SPECIFICALLY STATED HEREIN.
6. **LIMITS ON LIABILITY.** EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPHS 5 AND 8, IN NO EVENT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, (A) WILL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COST OF "COVER" ARISING OUT OF THE SELECTION, ORDERING, PURCHASE, USE, RESALE OR DISTRIBUTION OF THE PRODUCTS COVERED HEREBY, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR (B) WILL SELLER'S TOTAL LIABILITY TO BUYER AND ANY THIRD PARTIES WITH RESPECT TO ANY SPECIFIC PRODUCT AND ANY RELATED SERVICES EXCEED THE PURCHASE PRICE TO SELLER FOR THAT PRODUCT AND SUCH SERVICES. SUCH DAMAGES THAT SELLER WILL NOT BE LIABLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS, SAVINGS OR REVENUE; LOSS OF USE OF A PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE GOODS, EQUIPMENT, FACILITIES OR SERVICES; DOWNTIME; AND, EXCEPT AS PROVIDED IN PARAGRAPH 8, THE CLAIMS OF THIRD PARTIES INCLUDING BUYER'S CUSTOMERS.
7. **FORCE MAJEURE AND SHORTAGES.** Seller will not be liable for loss or damage of any kind resulting from any delay in delivery or failures to supply ordered Products or otherwise carry out its obligations under this agreement due to causes beyond its control, and no such event will relieve Buyer of its obligations to make payments for other deliveries under this agreement. Seller reserves the right, in its sole judgment and without liability to Buyer, reasonably to allocate its available production capacity, raw materials and Product inventories as may be necessary or equitable in the event of any shortages of production capacity raw materials or Products at any time.
8. **INFRINGEMENT.** Seller agrees to defend Buyer against, and pay any damages awarded against Buyer and direct expenses, including attorneys' fees, reasonably incurred by Buyer (but excluding any lost revenues, lost profits, or other consequential economic damages of Buyer) as a result of any action brought against Buyer, if and to the extent the action is based on a valid claim that any Product delivered to Buyer under this agreement infringes another person's patent or trademark. Seller's obligations under this paragraph will be conditioned upon Buyer promptly notifying Seller in writing of the existence of any such action, giving Seller full authority to conduct the defense and settlement of the action, at Seller's expense and with counsel of Seller's selection, and cooperating fully with Seller and such counsel. If any Product becomes, or in Seller's opinion is likely to become, the subject of an action for such infringement, Seller may procure for Buyer the right to continue using the Product or replace or modify it to make it non infringing, provided such replacement or modification does not affect the performance or value of the Product to Buyer in a materially adverse manner. Alternatively, Seller may return to Buyer the purchase price paid to Seller for such Product, in which case Seller may at its expense repossess the Product. Seller will not have liability for, and Buyer will indemnify and defend Seller against, any claims, damages, losses, expenses (including attorneys' fees) and liabilities resulting from any infringement of proprietary rights of third parties arising from Seller's compliance with Buyer's design or specifications for a Product or Buyer's use or combination of the Product with any material or process not acquired from Seller if the infringement would not have resulted from use of the Product without such material or process. The foregoing states Seller's entire liability with respect to any infringement of patents, trademarks or other proprietary rights relating to the Products.
9. **OTHER PROVISIONS.** This agreement, and any claims or disputes related to this agreement, will be governed by the laws of the state of Texas. Such laws shall exclude conflict of law provisions and, with respect to a U.S. state, the U.N. Convention on Contracts for the International Sale of Goods. All actions or proceedings under or relating to this agreement will be resolved in a state, federal or comparable court located in that jurisdiction; provided, however, that in Seller's discretion such an action may be heard in some other place designated by it if necessary, to acquire jurisdiction over third persons so that the dispute can be resolved in one action. Buyer hereby agrees to appear in any such action, consents to the jurisdiction of such courts and waives any objections it might have as to venue in any such court. Seller certifies that the Products will be produced in compliance with all applicable requirements of the U.S. Fair Labor Standards Act and regulations issued there under.
10. **EXCLUSIVE TERMS AND CONDITIONS.** THE PROVISIONS OF THIS AGREEMENT ARE SOLELY FOR THE BENEFIT OF SELLER AND BUYER AND CANNOT BE CHANGED OR MODIFIED, EXCEPT BY A WRITTEN DOCUMENT SIGNED BY SELLER. THIS DOCUMENT, TOGETHER WITH THE TERMS OF ANY RELATED PRIOR WRITTEN QUOTATION OR ACKNOWLEDGMENT OF SELLER THAT DO NOT CONFLICT HERewith, CONTAINS THE ENTIRE AND THE ONLY AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SALE OF THE PRODUCTS COVERED HEREBY AND ANY RELATED SERVICES AND SUPERSEDES ANY ALLEGED RELATED TERM, REPRESENTATION, PROMISE OR CONDITION NOT SPECIFICALLY INCORPORATED HEREIN. ANY RESPONSE TO OR CONFIRMATION OF THESE TERMS BY BUYER WHICH STATES DIFFERENT OR ADDITIONAL TERMS WILL BE OPERATIVE AS AN ACCEPTANCE OF THESE TERMS, BUT SUCH DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY SELLER. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S PURCHASE ORDER OR OTHER COMMUNICATION, ANY OFFER OF BUYER WAS OR IS ACCEPTED ONLY ON THE CONDITION THAT BUYER ASSENTED OR ASSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. SELLER'S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM BUYER WILL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.