

TERMS AND CONDITIONS OF SALE

For the purpose of these terms and conditions, A-1 Wire Tech, Inc. shall be referred to herein as "Seller" and the person or corporation ordering the items on the face hereof shall be referred to as "Buyer." The items described on the face hereof shall be referred to as the "Product".

1. **ORDER SUBJECT TO ACCEPTANCE.** All orders whether oral, written or electronic, including without limitation, orders received in response to a quotation, or otherwise, are subject to express approval and acceptance in writing or by electronic record by Seller.
2. **ACCEPTANCE/CONTRACT INFORMATION.** These terms and conditions shall apply to any contract of sale for Seller's materials or performance of conversion services irrespective of whether Seller's accompanying documentation constitutes an offer to Buyer or an acceptance of Buyer's prior offer to Seller. Acceptance of orders, whether oral, written or electronic, including, without limitation, orders received in response to a quotation, is based on the express condition that Buyer agrees to all of the terms and conditions contained herein. These Terms and Conditions of Sale (together with the terms in Sales documentation and invoice, if any) represent the complete agreement of the parties with respect to the subject matter of such agreement, and no terms or conditions in Buyer's purchase order or in any other prior or subsequent communication in any way adding to, modifying or otherwise changing such terms and conditions shall be binding upon Seller unless made in writing or in an electronic record and signed by an officer of Seller. Whether these Terms and Conditions of Sale operate as an acceptance or a counteroffer, the acceptance by Buyer of any goods provided hereunder shall constitute acceptance by Buyer of these Terms and Conditions of Sale and relinquishment and waiver of any right to limit acceptance or object to these Terms and Conditions of Sale under Section 2-207 of the Uniform Commercial Code or any successor to such Section. Any representations made by sale representatives, employees or agents of Seller inconsistent with these Terms and Conditions of Sale shall not be binding on Seller, and Buyer shall not rely thereon.
3. **PRICE.** Unless otherwise agreed in writing or in an electronic record signed by an officer of Seller, all prices are in U.S. Dollars. All quoted prices, extras (including applicable surcharges), and all freight or transportation rates, are subject to change, without notice, to reflect Seller's prices and extras and applicable freight or transportation rates in effect as of the date of shipment. Seller reserves the right to pass on surcharges and other adjustments related in the prices of raw materials, and to make corrections in price quotations due to typographical, engineering or other errors, Buyer-directed changes, or resulting from incomplete or inaccurate information supplied by the Buyer.
4. **QUANTITY.** Seller reserves the right to deliver commercially reasonable overages or underages of weight, length, size and/or quantity, and any reasonable variation shall constitute compliance with Buyer's order, and the unit price will continue to apply. If this order is for Buyer's requirements, Buyer shall, upon Seller's request, provide information sufficient to confirm Buyer's actual requirements. Seller may deliver in partial shipments and Buyer will accept such shipments in accordance with applicable contractual terms. Where partial shipments are made at request of Buyer, boxing charges, quantity extras and minimum charges, if applicable, may be applied, and based on partial shipment requested. Prices hereon are f.o.b. producing plant at Rockford, IL, unless otherwise stated. Any prepaid shipping charges are to be paid by Buyer.
5. **SHIPMENT; RISK OF LOSS.** Unless otherwise agreed in writing or in an electronic record signed by an officer of Seller, any agreement for the sale of goods involving Seller sourced either from an United States manufacturer or non-United States manufacturer is "EXW (Ex works) Seller's facility/source plant". The method and route of shipment are at Seller's discretion unless Buyer timely supplies explicit instructions otherwise. Title and risk of loss to the goods pass to Buyer when the goods are made available to the carrier at Seller's facility/source plant, even though Seller may have made nonconforming tender or Buyer attempts to revoke acceptance of the goods or Buyer repudiates this agreement after the goods have been identified hereto. Transportation shall be at Buyer's sole risk and expense, and any claim for loss or damage in transit shall be against the carrier only.
6. **SETOFF.** Neither Buyer nor any assignee of Buyer shall have a right to claim compensation or to set off against any amounts which become payable to Seller under this agreement or otherwise.
7. **DELIVERY.** The product shall be shipped by Seller at Buyer's expense to Buyer at the address set forth on the face hereof. The details related to shipment shall be at the sole direction of Seller. Unless otherwise agreed in writing or in an electronic record signed by an officer of Seller, all delivery dates are estimates by which Seller shall use its reasonable efforts to deliver all goods within the time specified; however in no case shall the Seller be liable for any expense, loss or damage whatsoever suffered by Buyer as a result of the Seller's failure to deliver goods by the specified date. While Seller will diligently attempt to meet this date, it shall not be liable for any delay in shipment from any cause whatsoever and Buyer agrees not to make any such claim. Delivery will be subject to Buyer's compliance with the terms of payment as agreed upon. Performance by Seller shall be extended until a reasonable time after Buyer has complied with the terms of payment, or, at Seller's option, delay in such compliance by Buyer may be treated by Seller as a wrongful termination of the contract by Buyer, and Seller shall be privileged, in addition to all other remedies, to sell the product at public or private sale without notice to Buyer, and to credit the net proceeds, after deducting all expenses of resale, storage and other charges, to the purchase price. Buyer shall continue to remain liable for any balance. In the event of any surplus, Seller shall be entitled to retain the same as liquidated damages. Tender to Buyer or his authorized agent or his bank of the appropriate shipping documents shall constitute full and final delivery on Seller's part. Tender of documents shall be deemed to be complete upon mailing by Seller.
8. **FORCE MAJEURE.** Notwithstanding any provision hereof to the contrary, Seller shall not be liable for failure to deliver or delay in manufacture or delivery date, any loss, damages or expense, including, but not limited to, loss of use or profits, loss of business, expenses or costs arising from business interruption, attorneys' fees or any consequential, contingent, incidental or special damages

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caused or alleged to be caused from failure or delay in the performance of any obligations hereunder, whether such failure or delay is incurred, suffered, or caused by Seller, Seller's affiliate, subsidiary, subcontractor or independent manufacturer or carrier, if such failure or delay is, in whole or in part, beyond the reasonable control of the Seller, including, but not limited to shortage of material or power, major operational breakdown, severe weather, strikes, labor difficulties, riot, civil unrest, war, fire, governmental decrees or orders, or acts of God. Seller may either delay shipment of the goods until shipment is feasible or may cancel the sale altogether, in either case without incurring liability for breach of any agreement. Risk of expense caused by this clause will be borne by the Buyer.

9. INSPECTION AND ACCEPTANCE. Buyer shall have 30 days (or 60 days for exported goods) after receipt of the goods, which includes, but is not limited to, the arrival of the goods, to the point of destination or the taking into custody of the goods, by Buyer, by physical means or otherwise (the "Inspection Period"), to inspect and notify Seller of any nonconformity. Such notification shall identify each and every alleged nonconformity. The Buyer shall give the Seller a full and reasonable opportunity to investigate any claim of nonconformity. Unless otherwise agreed to in writing by officer of Seller, Buyer shall set aside, protect and hold such materials without further processing until Seller has an opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked, or scrapped by Buyer without the written authorization of an officer of Seller. Failure to inspect the goods within the Inspection Period shall constitute a waiver of Buyer's right of inspection. Failure to inspect and/or failure to notify Seller of nonconformity of the goods within the Inspection Period shall constitute an unqualified and irrevocable acceptance of the goods by Buyer and a waiver of any and all claims by Buyer for non-conforming goods or delivery.

10. LIMITED WARRANTY. The Seller warrants that the goods are of the specified grade, length and configuration ordered by the Buyer. In the event that (i) any Product supplied by the Seller proves to be not in conformance with the specifications agreed upon between Buyer and Seller (conformance to be determined and demonstrated by the then in effect inspection methods and standards directed or approved by Buyer), (ii) is proved to have been handled properly after leaving the possession of the Seller, (iii) Buyer, has, with reasonable promptness, and in any event not later than 30 days (60 for exported goods) after the delivery date given notice in writing of such defect or failure to comply with specifications, and (iv) that Buyer has given Seller a reasonable opportunity to inspect the Product. Seller will, as Buyer's sole and exclusive remedy and at Seller's option, repair, replace it at the point where delivery was first made to Buyer, or without replacement, render credit for the purchase price of such Product to the Buyer. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SELLER ASSUMES NO RESPONSIBILITY FOR SELLER'S SHOP DRAWINGS OR FOR THE BUYER'S DESIGNS, PLANS AND SPECIFICATIONS. ALL GOODS, INCLUDING THOSE

PRODUCED TO MEET AN EXACT SPECIFICATION, SHALL BE SUBJECT TO MILL PRACTICE AS TO (i) DIMENSION, WEIGHT, STRAIGHTNESS, SECTION, COMPOSITION AND MECHANICAL PROPERTIES, (ii) NORMAL VARIATIONS IN SURFACE AND INTERNAL CONDITIONS AND QUALITY; (iii) DEVIATIONS FROM TOLERANCES AND VARIATIONS CONSISTENT WITH PRACTICAL TESTING AND INSPECTION METHODS; AND (iv) REGULAR MILL PRACTICE ON OVER AND UNDER SHIPMENTS. Samples supplied by Seller are solely for the purpose of evaluating the suitability of such material or services for potential use and, as such, the samples are not intended to serve as warranties of any type, either express or implied. Buyer shall have sole responsibility for selection and specification of the goods or services appropriate for the end use of such goods or services. Buyer acknowledges that it alone has determined that the materials purchased or processed hereunder will suitably meet the requirements of their intended use. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST PATENT INFRINGEMENT, OR OTHERWISE SHALL BE IMPLIED WITH RESPECT THERETO, NOR DOES IT AUTHORIZE ANY PERSON TO ASSUME, ON ITS BEHALF, ANY OTHER OBLIGATION OR LIABILITY.

11. CLAIMS: LIMITATION OF REMEDIES; DAMAGES. Buyer agrees to notify Seller within (5) days of discovery of defective materials or nonconforming conversion services. No claim shall be allowed by any party other than the Buyer. Any claim for breach of the express warranty that is not made within the timeframes set forth herein shall be deemed to have been waived. The Seller's obligation for valid claims in respect of nonconforming goods is limited to replacement or repair of the nonconforming goods at the original destination, or giving the Buyer credit for the amount of the nonconforming goods, and is the sole and exclusive remedy for contract, warranty, negligence, tort or strict liability claims, for any loss, liability, damage or expense. THE SELLER IS NOT RESPONSIBLE FOR ANY OTHER DIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES CAUSED BY THE NONCONFORMING GOODS. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, INCLUDING WITHOUT LIMITATION, LOST PROFITS (EVEN IF SELLER IS ADVISED OR HAS REASON TO KNOW THAT SUCH DAMAGES OR LOSSES MAY OCCUR) DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS, OR FROM ANY OTHER CAUSE WHATSOEVER WITH RESPECT TO THE GOODS OR THIS CONTRACT, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY

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FOR DEFECTIVE MATERIAL SOLD TO BUYER EXCEED THE PURCHASE PRICE THEREOF, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR NONCONFORMING CONVERSION SERVICES EXCEED THE PRICE PAID FOR SAID SERVICES.

- 12. CREDITWORTHINESS OF BUYER; TERMINATION.** By placing an order with Seller or by accepting goods delivered by Seller, Buyer represents that it is not insolvent. For purposes of this Agreement, Buyer is insolvent if (i) Buyer fails to pay its obligations in accordance with this Agreement and in the ordinary course of business, or (ii) the amount of Buyer's liabilities exceed the value of its assets in accordance with generally accepted accounting principles. Buyer shall provide verified certificates on a quarterly basis, ensuring that it is not insolvent on the basis of both definitions of insolvency described herein. In the event that Buyer becomes insolvent before delivery of the goods, Buyer shall immediately notify Seller. A failure to so notify Seller shall be construed as a reaffirmation by Buyer of Buyer's solvency at the time of delivery. Seller shall have the right to stop delivery of the goods, whether delivery is by carrier or any other means, if the Buyer becomes insolvent and to stop delivery or terminate wholly or partly every supply agreement between Seller and Buyer if Buyer: (i) repudiates this Agreement or any other supply agreement between Seller and Buyer, (ii) fails to make a payment due before delivery arising from this Agreement or any other supply agreement between Seller and Buyer, (iii) fails to provide any letter of credit, bill of exchange or any other security required. (iv) rejects, returns or fails to take delivery of any goods tendered by Seller other than in accordance with the provisions herein, or (v) if for any other reason Seller has a right to withhold or reclaim the goods regardless of whether they are to be shipped directly to the Buyer or to some third party as may be designated by the Buyer. Upon termination, Seller shall have no further obligation under this Agreement but in no event shall termination discharge Buyer of its obligation to pay in a timely fashion or of any other obligation owing under this Agreement or any other supply agreement between Seller and Buyer notwithstanding any other provision to the contrary. Seller reserves the right to ship goods to Buyer under reservation.
- 13. SECURITY INTEREST.** To secure payment of the purchase price for goods sold hereunder, Buyer hereby grants to seller a purchase money security interest in all such goods and in those jurisdictions where enforceable, Buyer authorizes Seller to sign and file any financing statements on behalf of Buyer, and in jurisdictions where such authorization is unenforceable, Buyer agrees promptly upon request to sign any financing statements and in all instances agrees promptly upon request to take any action as may be necessary or desirable to perfect such security interest. Buyer hereby appoints Seller as its attorney-in-fact to execute any financing statements or other documents which may be necessary or desirable in connection with the perfection of the security interest granted herein, which power of attorney is coupled with an interest and is irrevocable. Notwithstanding any of the foregoing. Buyer hereby represents, warrants, acknowledges and agrees that this agreement is sufficient as a

financing statement and that the filing by Seller of a copy of this agreement in the place or places prescribed by law shall be sufficient to perfect the security interest granted herein. In the event of nonpayment by Buyer of any debt, obligation or liability now or hereafter incurred or owing by Buyer to Seller, Seller shall have all rights of and all of the remedies available to, and unpaid secured creditor under the applicable state Uniform Commercial Code (UCC), and all other rights and remedies available at law or in equity.

- 14. PAYMENT TERMS.** Net cash 30 days from date of invoice; provided, however, that Seller may require full or partial payment in advance whenever advance payment is advisable, as reasonably determined by Seller, based upon the financial condition of Buyer. After 30 days the account is overdue and will be charged a service charge equal to the lesser of 1½ % per month (which is equal to 18% per annum) or the maximum rate permissible under applicable law. Buyer shall reimburse Seller for any costs incurred in collecting past due sums or any other amounts owed by Buyer for any reason whatsoever, including, but not limited to, court costs and attorney's fees.
- 15. GOVERNMENT CONTRACT TERMS / MANDATORY FLOW DOWNS.** If Buyer's order is for a U.S. government contract, and goods or services ordered from Seller are to be used in the performance of said contract, only those mandatory flow down clauses of applicable U.S. government procurement regulations required by federal statute to be included in U.S. government subcontracts shall be incorporated herein by reference.
- 16. MODIFICATION.** Buyers purchase order shall be subject in all respects to these Terms and Conditions of Sale. Neither this agreement nor any alteration, waiver or modification of its terms or conditions or the cancellation thereof shall be binding on Seller unless in writing and signed by an authorized officer of Seller whose authority is in writing. In no event shall any order be deemed accepted unless and until the same shall have been approved in writing by duly authorization of Seller. A waiver of any of the terms or conditions hereof shall not be deemed a continuing waiver, but shall apply solely to the instance to which the waiver is directed. If any portion of these terms and conditions is declared to be unenforceable by a court of competent jurisdiction, all other portions shall be considered to be valid and enforceable to the extent that they are reasonably severable. The headings contained herein these term and conditions are for convenience of reference only and are not intended to have any substantive significance in interpreting this document.
- 17. TAXES.** Any excise, levies or taxes which Seller is required to pay or collect, under any existing or future law or regulation (domestic or foreign), upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material/goods covered hereby, shall be for the account of the Buyer, and Buyer agrees to pay the amount thereof to Seller upon request.
- 18. CANCELLATION OF ORDER/CHANGE ORDER REQUESTES.** An order cannot be modified or cancelled by Buyer without the approval by Seller in writing or electronic record signed by an officer of Seller and in no event

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shall any order be modified or cancelled for any portion thereof already processed, manufactured or in process of manufacture, processing or performance, at the time the request for modification or cancellation is received by Seller, except upon terms, satisfactory to Seller, which protect and indemnify Seller against all loss. Seller may cancel all or any part of this order and discontinue its performance hereunder without liability to Buyer in the event (i) Buyer materially breaches this contract, becomes insolvent, files or is the subject of a bankruptcy, or is the subject of a receivership, liquidation, dissolution or similar proceeding, or (ii) a significant portion of Buyer's assets necessary for the conduct of its business becomes subject to attachment, embargo or expropriation.

19. ENTIRE AGREEMENT; AMENDMENTS. These Terms and Conditions of Sale (together with terms set forth in Seller's sales documentation and invoice, if any) constitute the entire agreement between Seller and Buyer with respect to the subject matter of such agreement and supersede all prior oral, written or electronic representation and agreements. This agreement may only be amended by a written agreement or electronic record signed by an officer of Buyer and Seller.

20. GOVERNING LAW; CHOICE OF FORUM. In the event of any dispute hereunder, the laws of the State of Illinois, without regard to its conflicts or choice of law principle, shall govern the validity, performance, enforcement and any other aspect of any agreement between Seller and Buyer notwithstanding any other jurisdiction's choice of law rules to the contrary. The parties hereto expressly agree that any and all actions concerning any dispute arising under or related to this agreement or sale of the goods shall be filed and maintained on in a state or federal court of competent jurisdiction sitting in the County of Cook, State of Illinois, or, at the sole option of the Seller, in any other court of competent jurisdiction in which Seller shall initiate legal or equitable proceedings to enforce its rights and remedies hereunder or under applicable law.

21. INDEMNIFICATION. Buyer shall defend, indemnify and hold harmless Seller and its affiliated or related companies, and their successors, assigns, directors, officers, employees, representatives and agents (each an "Indemnity") from and against any and all claims, losses, liability, damages and expenses including, but not limited to, attorneys' fees and costs of defense (collectively, "Claims" and individually, "Claim") arising from, related to or in any way connected with or alleged to arise from or out of (i) any asserted deficiencies or defects in the goods caused by any alteration or modification thereof by Buyer with or without Seller's consent, or improper handling or storage by Buyer, (ii) the breach of any term or condition stated herein, (iii) Buyer's failure to label the goods or Buyer's improper labeling of the goods regardless of whether the labeling was done with or without advice of Seller, or (iv) any act or omission of Buyer including without limiting the generality of the foregoing, any Claims for or resulting from any injury to person (including death) or damage to property caused or alleged to be caused in part of the joint, several or comparative

negligence, breach of agreement, breach of warranty or other breach of duty of or by Indemnitee or as a result of Indemnitee's strict or other product liability. The foregoing indemnifications shall not be construed to eliminate or in any way reduce any other indemnification or right which Indemnitee has by law.

22. SEVERABILITY; TERMINATION; EFFECT ON PRICE. Should any paragraph, sentence, term or other provision of these Terms and Conditions of Sale be invalid or unenforceable under law of the place where it is to be performed, or be declared invalid or unenforceable by a court or other competent authority having jurisdiction over the matter, Seller may elect to either (i) terminate this contract if not fully performed by it, or (ii) consider this agreement severable as to such provision, and such provision shall thereafter be deemed severed and inoperative in such latter event, the remainder of this agreement shall be in full force and effect as if such severed provision were never part of the same. In addition, if such severance shall have an adverse financial impact on Seller, Seller shall have further right to an appropriate upward adjustment in the price of goods sold or to be sold hereunder.

23. WAIVER OF BREACH. The failure of either party to enforce at any time any of the provisions of these Terms and Conditions of Sale, irrespective of any previous action or proceedings taken by it, shall in no way be considered (i) to waive such provisions, (ii) to affect the validity of these Terms and Conditions of Sale, or (iii) to preclude or prejudice the parties from exercising the same or any other rights it may have hereunder.

24. STATUTE OF LIMITATIONS. Any action by or on behalf of Buyer or its successors or assigns for breach of this agreement must be commenced within one year after the cause of action has accrued.

25. COMPLIANCE WITH APPLICABLE LAWS. Buyer shall comply with all applicable laws and regulations that are promulgated by any governmental or regulatory agency of any country with respect to the performance of its obligations under this agreement, including, but not limited to, the requirements set forth in the Export Administration (15 C.F.R.) as well as the requirements of the Nuclear Regulatory Commission (10 C.F.R.) Neither party shall be required to do anything contrary to any applicable directive or obligation of any competent governmental authority, and shall promptly notify the other party if compelled by law, act or governmental decree to act otherwise than in accord with this agreement.

26. DUTY DRAWBACK RIGHTS. Unless otherwise agreed in writing or in an electronic record signed by an officer of Seller, the Seller shall be entitled to all duty drawback rights associated with goods covered by this agreement. Buyer shall notify Seller if the goods are exported, and shall execute and deliver to Seller an assignment of drawback rights and all other documentation necessary from Buyer to enable Seller to file duty drawback claims for the goods.

27. MODIFIED GOODS. Seller may, at any time, withdraw any good from its current product offering, and Buyer further agrees to accept any substitution in fulfillment of Buyer's order.

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- 28. NONASSIGNMENT BY BUYER.** This agreement shall be binding on the successors and assigns of the parties, but Buyer may not assign, transfer or delegate its rights or obligations under this agreement without Seller's prior express content. Buyer must notify Seller in writing prior to any transfer of 25% or more of the direct or indirect ownership or control of Buyer. Seller may immediately terminate all outstanding orders with no liability to Seller if 25% or more of the direct or indirect ownership or control of Buyer passes to a person or entity that Seller determines to be a direct or indirect competitor of Seller.
- 29. CONFIDENTIALITY.** Any proposals, prints, drawings or other information furnished to Buyer by Seller are intended for confidential use by Buyer, shall remain the property of Seller and shall not be disclosed or used to detriment of Seller's competitive position.