

Supplier PO Terms & Conditions

- 1. AGREEMENT AND ACCEPTANCE.** The "Purchase Order" constitutes the complete and final offer of CableMaster LLC ("Buyer") to the vendor identified on the face of the Purchase Order ("Seller") for the goods described on the face of this Purchase Order (the "Goods"). In accepting this order and/or making any deliveries hereunder, Seller agrees to these terms and conditions (this "Agreement") and also the terms and conditions noted on the face of this Purchase Order. The Purchase Order, in conjunction with this Agreement, constitutes the entire agreement between the Buyer and Seller with respect to the Goods, and supersedes all previous offers and agreements, whether oral or written, including any quotation made by Seller. No addition to, or other modification of, this Purchase Order shall be binding on Buyer unless it is in writing and executed by a duly authorized representative of Buyer. In the event of a conflict between any of the terms contained on the face of any Purchase Order, pre-existing contract terms, and this Agreement, the terms of the Purchase Order shall control.
- 2. PRICE.** The total price of the Goods shall be as stated on the face of the Purchase Order. If no price is stated, then the price of the goods shall be the last quoted price. Unless otherwise stated on the face of the Purchase Order, invoices shall be dated no earlier than date of shipment or date of delivery of service. Payment shall be due within thirty (30) days after date of invoice or Buyer's actual receipt of invoice, whichever is later. No additional charges or assessments of any kind (including, without limitation, freight/shipping charges, duties or taxes) will be allowed unless such charges are clearly disclosed to Buyer in advance of delivery and agreed to by Buyer in writing. The Buyer reserves the right at any time to issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the items to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting the Purchase Order.
- 3. GRACE AND DISCOUNT PERIODS.** Payment grace periods and cash discount periods shall be calculated from the date of Buyer's receipt of acceptable Goods, together with complete and accurate invoices and all supporting documentation, not from the date on which the Goods are shipped.
- 4. GENERAL REQUIREMENTS.** Unless otherwise noted on the face of this Purchase Order, all Goods must be manufactured to the specifications supplied by Buyer or to the applicable industry and must strictly conform to all applicable material, dimensional, and performance requirements.
- 5. WARRANTIES.** Without limiting any warranties implied by law with respect to the Goods, Seller expressly warrants that the Goods are: (a) new and unused; (b) free and

clear of all liens and encumbrances; (c) of merchantable quality; (d) free from defects in design (unless designed by Buyer), materials and workmanship; (e) in strict conformance with all applicable specifications, instructions, drawings, and samples (including performance specifications); (f) fit for Buyer's intended purpose to the extent communicated to Seller; (g) are in compliance with all laws, regulations, and statutory rules applicable to the Goods; and (h) do not infringe upon any third-party intellectual property rights. Seller further warrants that it has good and marketable title to the Goods, and that the Goods have been manufactured and delivered in compliance with all applicable laws. All warranties shall inure to the benefit of Buyer, its customers, and any subsequent owners or users of the Goods. No disclaimer of warranty, limitation of warranty, or liability or exclusion of damages for breach of warranty appearing in any invoice or other form used by Seller shall have any effect on the warranties contained in this Purchase Order. Buyer's approval of any designs or drawings furnished by Seller shall not relieve Seller of its warranty obligations, and Seller's warranties shall survive any inspection or acceptance of the Goods by Buyer.

6. **DELIVERY.** Buyer's production schedules are predicated upon the delivery of the Goods to Buyer at the delivery time specified on the face of this Purchase Order, and therefore time is of the essence under this Purchase Order. If deliveries are not made by the time specified, then, in addition to any other rights it may have at law or in equity, Buyer may refuse to accept such late deliveries, and may purchase similar goods elsewhere and hold Seller liable for any resulting loss. If deliveries are made more than three (3) business days in advance of the time specified, Buyer may return the Goods to Seller, at Seller's cost, or may store such Goods at Seller's cost until the specified time for delivery. Seller shall be responsible for proper packaging, loading, and tie-down to prevent damage during transportation of Goods.
7. **OVERSHIPMENTS.** Overshipments of more than ten percent (10%) of the specified quantity of Goods shall not be accepted by Buyer. In the event of an overshipment of Goods, Buyer will either, at Seller's option, return the excess amount to Seller at Seller's cost and expense, or keep the excess amount with an appropriate adjustment to the invoice price not to exceed ten percent (10%) of the cost of the Goods in the correct amount ordered.
8. **INSPECTION AND REJECTION.** All Goods received by Buyer shall be subject to the right of inspection and rejection of Buyer and Buyer's re-sale customers (if applicable) within a reasonable time after delivery of the Goods to their ultimate destination. Any payment by Buyer to Seller pursuant to this Purchase Order, whether in response to an invoice or otherwise, shall not constitute acceptance of the Goods, and shall be without prejudice to any claims of Buyer against Seller.
9. **CERTAIN REMEDIES FOR DEFECTIVE GOODS.** In addition to any other remedies which Buyer may have under this Purchase Order or otherwise, Buyer may require Seller to repair or remove and replace any defective Goods rejected by Buyer. Seller shall be liable for a proportionate share of the inbound freight costs, all outbound freight costs, and a reasonable handling and storage charge in connection with any defective Goods. Seller shall not supply replacements for rejected Goods unless so directed by Buyer.

10. **PRODUCT RECALL.** Seller shall notify Buyer in writing within 24 hours of detection if a product recall or product safety notice is required for Goods described on the face of this Purchase Order.
11. **MALPRACTICE OR FRAUD & FALSIFICATION.** Acts of malpractice or fraud & falsification will result in purchase order contractual action and will also be subject to federal criminal prosecution for violations of law under Title 18 of the U.S. Code, Chapter 47, Section 1001.
12. **INDEMNIFICATION.** Seller shall indemnify, hold harmless, and defend Buyer and its directors, officers, employees, agents, customers, parent entities, and affiliates from any and all costs, claims, suits, liabilities, damages, and expenses of any kind whatsoever (including, but not limited to, court costs and reasonable attorneys' fees), arising out of or in connection with: (a) any breach or alleged breach of any representation, warranty, covenant, or agreement made by Seller pursuant to this Purchase Order; (b) any claim of unfair competition or infringement of any patent, copyright, trademark, trade name, or other intellectual property or contract right arising out of the manufacture, sale, use, or distribution of the Goods; (c) any claim of death or bodily injury to persons, or damage to property, caused or alleged to have been caused by the Goods; (d) any delay in the delivery of the Goods; and (e) any act or omission of willful misconduct, recklessness, or negligence of Seller or any agent or representative of Seller. Buyer may offset any amounts owed to it by Seller in connection with this indemnification provision or otherwise against any amounts it may owe Buyer in connection with this Purchase Order or otherwise.
13. **PACKING AND SHIPPING MATERIALS.** Unless otherwise specified on the face of this Purchase Order, prices shall include all charges for packing, palletizing and labeling the Goods. The Goods shall be packed by Seller in suitable containers for protection in shipment and storage. Shipment shall be packed for shipment to minimize Buyer's freight costs.
14. **CARTON LABELING.** Unless otherwise specified on the face of this purchase order, the outside of each carton must be clearly labeled with the following: (a) Buyer's Purchase Order number (as set forth on the face of this Purchase Order); (b) Buyer's item number (as set forth on the face of this Purchase Order) for the Goods contained in the carton; (c) the quantity of pieces contained in the carton; (d) the manufacturer's lot number for the Goods contained in the Carton; and (e) the country of origin of the Goods contained in the carton; (f) Buyer's ship to – name and address; (g) item description; and (h) carton number (ex.: "1 of 3").
15. **PACKING DOCUMENTATION.** An itemized packing list shall accompany each shipment of the Goods. This packing list shall contain the following: (a) Buyer's Purchase Order number (as set forth on the face of this Purchase Order); (b) Buyer's item number (as set forth on the face of this Purchase Order) for the Goods in the shipment; (c) the quantity of pieces (broken down by line item) in the shipment; (d) the manufacturer's lot number and quantities for each lot of the Goods in the shipment; (e) the country of origin of the Goods (broken down by line item) in the shipment; (f) Buyer ship to – name and address; (g) Item Description; and (h) total weight of the shipment.

16. **SHIPPING DOCUMENTATION.** The number of this Purchase Order shall appear on each invoice, bill of lading, waybill, and freight bill relating to the Goods. Seller shall promptly notify Buyer as to the date of each shipment made under this Purchase Order, and shall forward to Buyer, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing that the shipment was made or carrier tracking number or Pro number.
17. **CERTIFICATION DOCUMENTATION.** Each lot of Goods must be accompanied by a Certificate of Compliance or similar documentation signed by an authorized representative of the company or similar documentation evidencing that the lot meets all applicable material and performance certifications.
18. **CERTAIN REMEDIES FOR INCORRECT PACKING, LABELING, OR DOCUMENTATION.** In addition to any other remedies which Buyer may have under this Purchase Order or otherwise, in the event that Seller fails to comply with any of the packing, labeling, or documentation requirements of this Purchase Order, Buyer may, but shall not be required to, re-pack, re-label, and/or re-document the non-compliant items in order to satisfy the requirements of this Purchase Order. In such an event, Seller shall be responsible for reimbursing Buyer's actual expenses, as well as Buyer's labor costs at a rate of \$30 per hour. Any amounts owed Buyer by Seller under this section may be offset against any amounts owed Seller by Buyer under a Purchase Order or otherwise.
19. **CHANGES.** Buyer shall have the right to make, from time to time upon notice to Seller, changes to its packing and testing requirements, specifications, designs, and delivery schedules and destinations. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes, and an equitable adjustment in the prices or other terms of the Purchase Order shall then be agreed upon by the parties in a written amendment to the Purchase Order, otherwise such changes shall not be applicable to Buyer.
20. **INSURANCE.** Seller shall maintain liability and property damage insurance adequate to cover its obligations under all Purchase Orders, and shall maintain proper workmen's compensation coverage on all employees engaged in the performance of its obligations under the Purchase Orders.
21. **RISK OF LOSS.** All risk of damage to, or loss of, the Goods from any cause whatsoever shall remain with Seller until the Goods are delivered to Buyer at the delivery point specified on the face of the Purchase Order.
22. **PUBLICITY AND USE OF NAMES.** Seller shall not, without Buyer's prior written consent: (a) publicly announce this Purchase Order or the existence of the business relationship between Seller and Buyer created thereby; (b) use Buyer's name, trademarks, trade names, or logos; or (c) use Buyer as a reference, quote the opinion of any of Buyer's employees or agents, or otherwise publicly disclose that it is supplying goods for Buyer's benefit.
23. **CONFIDENTIALITY.** Any drawings, data, designs, specifications, or other processing and technical information (collectively, the "Information") supplied by Buyer to Seller shall remain Buyer's property and be kept confidential by Seller. The Information shall only be used by Seller to the extent necessary to manufacture the Goods, and shall not

be disclosed to third parties without Buyer's express written consent. Upon completion by Seller of its obligations under this Purchase Order, Seller shall, at Buyer's option, either return or destroy the Information.

24. **CANCELLATION.** Buyer may, at any time, cancel any outstanding portion of a Purchase Order without penalty in the event any of the Goods are defective or Seller otherwise fails to comply with any of the terms and conditions of the Purchase Order or this Agreement. Buyer may also cancel any outstanding portion of this Purchase Order in the event Seller becomes insolvent, is subject to a bankruptcy proceeding, makes an assignment for the benefit of creditors, or ceases or suspends its normal business operations. Any cancellation by Buyer shall be without prejudice to any other rights which Buyer may have against Seller under this Purchase Order or otherwise.
25. **ASSIGNMENT.** Seller shall not assign any of its rights, or delegate any of its duties, under any Purchase Order without the prior written consent of Buyer, and any attempt to do so shall be void.
26. **REMEDIES AND WAIVER.** All rights and remedies of Buyer under the Purchase Order, any Purchase Order, or this Agreement shall be cumulative and in addition to any other rights and remedies available to Buyer under any other valid agreement with Seller or any applicable law. No waiver of any breach of the provisions of any Purchase Order or the terms of this Agreement shall be deemed a waiver of any other or further breach.
27. **SEVERABILITY.** If any provision of a Purchase Order or this Agreement shall be found invalid, illegal, or unenforceable to any extent, the remainder of the applicable Purchase Order or Agreement and its application shall not be affected and shall remain enforceable to the fullest extent permitted by law.
28. **GOVERNING LAW AND VENUE.** This Purchase Order shall be construed in accordance with, and governed by, the internal laws of the State of Delaware. Seller irrevocably submits to the personal jurisdiction of such courts, and waives any objection it may have concerning the venue or convenience of such forums.
29. **ORDER REQUIREMENTS.** CableMaster LLC requires a copy of the original manufacturer's certificate of conformance or a franchised letter of authorization with all products. CableMaster LLC requests a certificate of origin supplied with product. Nonconforming product shall not be shipped unless accompanied by written authorization from CableMaster LLC. Seller must notify CableMaster LLC of changes in product or process definition, changes in suppliers, and changes of manufacturing facility location. Seller must flow down all applicable requirements in this purchasing document to its sub-tier suppliers. Seller's quality management and inspection system shall be established to the requirements of ISO9001, or equivalent. Quality records (such as First Article Inspection, Certificate of Conformance, Test Reports and Certifications, Country of Origin) in the performance of our purchase order shall be retained by the supplier in a controlled condition, remain legible, and retrievable by purchase order number for a minimum of five (5) years from the completion of our purchase order. Additional record requirements as stated within the purchase order will take precedence. Seller agrees to participate in CableMaster LLC quality and development program outlined in the CableMaster LLC Supplier Quality Manual.

30. **RELATIONSHIP OF THE PARTIES.** Nothing contained in any Purchase Order or this Agreement shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall have the authority to make any statements, representations or commitments or to take any actions which shall be binding on the other party, except as may be explicitly authorized in writing by such other party.
31. **ATTORNEY'S FEES.** Any dispute that arises under or is related to any Purchase Order between the parties or this Agreement that cannot be settled by mutual agreement of the parties may be decided by a court of competent jurisdiction, and the parties agree to and consent to Jurisdiction in the State of Delaware. Pending final resolution of any dispute, Seller shall proceed with performance of any Purchase Order according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute. The prevailing party in any action filed regarding this dispute shall be entitled to recover its attorney's fees as a part of the claim.
32. **SUBSTITUTIONS.** No substitution of materials or accessories may be made without written permission from Buyer.
33. **RESOLUTION OF CONFLICTS IN PURCHASE ORDER.** It is Seller's responsibility to comply with a Purchase Order and all referenced documents, and to clarify with Buyer any inconsistencies or conflicts in any parts of a Purchase Order or referenced documents. Should Seller fail to contact Buyer to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or inconsistencies. This Agreement shall supersede any and all inconsistencies. Acknowledgment of the Purchase Order, shipment of any Goods, or commencement of work pursuant to the Purchase Order shall be deemed an acceptance of this Agreement. No modification of or release from this Purchase Order shall be binding unless agreed to in writing by the parties and specifically labeled as a modification or release. Unless specifically agreed to otherwise by Buyer and Seller, these terms and conditions supersede any submitted by Seller in any proposal or acknowledgment.