

## TERMS & CONDITIONS

Winchester Interconnect CM Corporation is hereafter referred to as "Seller".

1. Seller's offer is subject to the terms and conditions as stated in the quotation. The quoted prices are fixed and valid for the time period shown on the quotation. The prices will not be adjusted based upon raw material price indexes. The only exception will be if a long-term contract exists between the seller and the buyer with a specific price escalation/de-escalation clause.
2. Seller's quotation is merely an offer to sell product on the terms and conditions stated herein and are not an acceptance of any offer or the confirmation of an existing agreement. Orders which require Buyer's approval or engineering data, technical drawings, etc., after a purchase order has been submitted to the Seller, shall be valid to 15 days from the date of transmittal of approval documents to Buyer, unless specified otherwise. Approvals received by Seller after 15 days will require re-confirmation and acceptance and will be subject to possible price adjustment and change in delivery schedule. No reference herein to Buyer's purchase order or any other document prepared by, or communication with Buyer shall constitute Seller's acceptance of any term or condition contained therein. If this instrument is deemed to be an acceptance of an offer or the confirmation of an existing agreement, such acceptance or confirmation is expressly conditioned upon Buyer's assent to the terms and conditions set forth herein. Any different or additional terms set forth in Buyer's purchase order or their communications are hereby objected to and rejected by Seller, and shall be deemed a material alteration hereof. This instrument shall be deemed accepted by Buyer without such additional or different terms. The contract, which results, from the Seller's quotation and Buyer's acceptance thereof is intended to be complete, and cannot be subsequently modified or assigned except by a writing signed by Seller. Such contract shall not be deemed to create rights in any party other than Seller and Buyer. Shipment by Seller and acceptance by Buyer of any part of the products, which are the subject of this instrument, shall constitute assent to the terms and conditions contained herein. As used in these Terms and Conditions, the term's "product" and "products" include cable and all other goods/services sold to Buyer by Seller.
3. Seller reserves, at any time, the right to alter or suspend credit and/or change credit terms when, in this sole opinion, the financial condition of Buyer warrants such action. In such case, in addition to any other remedies herein or by law provided. Seller may require Buyer to make cash payments or provide security satisfactory to Seller in Seller's sole discretion before making shipment, and Seller may accelerate the due date of payment by Buyer under any other contract or order with Seller and exercise the foregoing rights with respect thereto. If such payments of security are not so provided, Seller may retain possession of product not yet shipped to Buyer and stop product in transit to Buyer, without limiting the generality of the foregoing. Buyer's failure to pay any invoice at its maturity date shall make all subsequent invoices immediately due and payable irrespective of contrary dating set forth in said invoices and upon such failure Seller may thereafter require that Buyer make payment at Seller's factory at the time of delivery or at such other time as Seller may specify, or Seller at its option may cancel the unfulfilled portion of all orders and contracts and withdraw all unaccepted quotations. All of the foregoing remedies, and all other remedies of Seller, are cumulative and not alternative. The acceptance by Seller of partial payment shall not be a waiver of any rights of Seller. Overdue accounts will be subject to a service charge of the lesser of one and one-half percent per month on the unpaid balance or the maximum amount allowable by applicable law.
4. Seller warrants that all product furnished to Buyer or Owner shall be free of defects in material and workmanship, that it shall be tested in accordance with the specifications applicable, and that the results of said tests will comply with the requirements of said specifications. Due to the pliable nature of the product, diameters shall be measured using an "average diameter" method. Seller agrees to provide replacement of product found defective in material or workmanship that fails during normal and proper use within one year of the date of shipment from Seller, provided in each case that immediate written notice of such failure is given to Seller and Seller is given all reasonable opportunity to inspect failure. All replacements by Seller under the provisions of this paragraph shall be free of charge; FOB the delivery point called for in the original order. Except as may be otherwise specifically agreed, product which has been replaced under the provisions of this paragraph shall be returned to Seller by Buyer or Owner FOB Buyer or Owner's own location, unless special conditions or removal of transportation cost make this procedure uneconomical. In that case, the Buyer or Owner shall credit the Seller with the scrap value of such product. THE FOREGOING WARRANTY AND REMEDY FOR THE BREACH THEREOF ARE EXCLUSIVE AND SELLER MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED.
5. Buyer's purchase orders must reference part number and a revision level. If Buyer's purchase orders do not reference a revision level, Seller will manufacture to their latest revision level. Under this circumstance, the Seller is not liable for any material shipped to the Buyer at the wrong revision level.
6. Neither party shall be liable to failure or delay in performance, including delay in delivery of product, due in whole or in part to shortage of labor, fuel, power, materials or supplies, inability of Seller to secure supplies or materials, insufficient transportation facilities or delays in transportation of products or material or supplies, accidents to plant or machinery, government controls limiting production or prices, allocation, Government take over of product or facilities, and other Government interference or embargoes, acts of God or of belligerent powers, wars, sabotage, explosions, riots, strikes, slowdowns, lockouts, fire, floods, lightning, tornado or wind, or other contingencies, the non occurrence of which was a basic assumption of Buyer and Seller. Upon occurrence of any such events or circumstances, Buyer and Seller shall have the rights and obligations set forth in Sections 2-615 and 2-616 of the Uniform Commercial Code.
7. Buyer shall indemnify, defend and hold harmless Seller from and against any loss, cost, damages or expenses (including attorneys' fees and expenses) due to (a) infringement by Buyer of the proprietary rights of any third party, arising out of the use of the products, and (b) personal injury, property damage or economic loss or other damage or loss incurred by Buyer or any third party as a result of the unintended or not reasonably for foreseeable use of the product or the use of product manufactured by Seller to Buyer's specifications.
8. If Buyer cancels its order after acceptance of Seller, Buyer may be subject to a cancellation charge equal to whichever is the greater, 50% of the order value or the cost of materials procured by Seller, plus expended labor less scrap value.
9. After acceptance of Seller's quotation by Buyer, Buyer shall not be entitled to change any quantity, size, specification, etc. unless given the express right to do so by Seller.
10. If Buyer requests Seller to hold an order, Seller reserves the right to invoice Buyer after having held finished product at Seller's facility for thirty (30) days. In addition, after 30 days, storage charges will be charged to Buyer at a minimum rate of one percent of the invoice amount per month.
11. The seller reserves the right to not issue an RMA and/or credit for any product in possession by the customer that was shipped and/or invoiced one year or more to the date requested.

12. Seller reserves the right to claim drawback on any import duties or taxes paid on imported copper, aluminum or other raw materials included in the products, and Buyer waives and disclaims any and all rights to such drawback, if any of the product shall be exported Buyer authorizes Seller to make entry for and collect drawback thereon, agrees to furnish Seller with all documents necessary to obtain payment of such drawback and, if such materials are transferred prior to export, will require the exporter to furnish to Seller due proof of exportation.
13. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement any term contained herein. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meaning of any agreement with Seller even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used herein, the definition contained in the Code shall control.
14. NO CLAIM BY BUYER OF ANY KIND FOR DAMAGES SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT IN RESPECT OF WHICH SUCH DAMAGES ARE CLAIMED. SELLER SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF BUYER.
15. Seller will authorize the return of material that is the result of Seller's error upon request from the customer and verification of the condition by the Seller's Quality department, which may require samples of defects. All materials returned to Seller for credit must be received within 30 days under an issued RMA number. Any returns that do not reference an RMA number will be refused. Credit memo number must be referenced on all deductions, or chargebacks will be issued. Seller liability due to defective material is limited to the value of the goods sold.
16. There is a 5% charge for rescheduling. If the Buyer reschedules a purchase order, the Seller reserves the right to charge the Buyer a rescheduling charge of 5% of the order value, or \$250, whichever is greater.
17. Tooling charges are for the design and maintenance of referenced tooling. Physical tooling is Winchester CM property, and will be maintained, repaired by Winchester CM as required for the life expectancy of the tool.
18. These Terms and Conditions take precedence over the Buyer's Purchase Order Terms and Conditions.