

Terms and Conditions

1. These Terms and Conditions are an integral part of the purchase of goods by Buyer from Seller. All quotations are subject to change or withdrawal without notice. Orders shall not be considered accepted until acknowledged on Seller's order acknowledgement form. Acceptance is expressly limited to the Terms and Conditions stated herein. The Terms and Conditions, any agreement into which the Terms and Conditions are incorporated, and any related agreement with Buyer will be governed and construed in accord with law.
2. All estimates as to deliveries are based upon conditions prevailing at date of quotation. In the event that there are any delays in deliveries, Seller shall not be liable therefore and Buyer agrees to accept such deliveries when made by Seller. Failure of any delivery shall not be deemed to impair the value of nor to breach the contract as to other deliveries. If Seller's ability to manufacture or deliver the material is interrupted or impaired for any of the following causes-- inadequacy of labor, fuel, power, metals or other materials, facilities or supplies, strikes, war, blockades or embargoes; acts or requirements of any state or the Federal government or any departments or agencies thereof; or by reason of any other cause beyond the reasonable control of Seller, whether of a similar or different nature than the foregoing-- Seller shall have the right to allocate its available production and deliveries to or among any or all of its customers on such basis as it may elect in its sole discretion and may cancel in whole or in part Buyer's order or contract with respect to such material, without liability of either party to the other. Unless Seller has expressly agreed in writing to the contrary, Seller reserves the right to cancel Buyer's order or contract, and, without prejudice to any other lawful remedy, to charge Buyer for any accumulated storage charges, if Buyer does not give instructions for shipment within one year from the date of Seller's acceptance.
3. Payment of each invoice, whether or not such an invoice covers the entire order, shall be made in accordance with the terms of payment which are effective on the actual date of invoice. Cash discount, when allowed, does not apply to transportation charges or containers. Payment shall be made for actual shipment at the unit price.
4. If Buyer fails to fulfill the terms of payment of any invoice or if Buyer's financial responsibility shall become impaired or unsatisfactory to Seller, or if necessitated by any acts or requirements of any governmental authority, Seller reserves the right to change terms of payment, and/or defer or discontinue further shipments, without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Buyer's credit standing are received by Seller, or until Buyer has complied with such acts or requirements of such governmental authority. Seller also reserves the right in the case of any of the foregoing events to cancel the contract, in which event Buyer shall compensate Seller for any commitments, obligations, expenditure, expenses, and costs Seller may have incurred in connection with the contract. Seller may charge Buyer interest at 1% per month on any past due payments from the due date until paid or collected, together with all costs and expenses of collection, including attorneys' fees. The foregoing rights are without prejudice to any other lawful remedy, including without limitation the right to reclaim any material received by Buyer on credit while insolvent. Each shipment by Seller shall be considered a separate transaction and, if payment is not received therefore within the periods specified herein,

Seller may bring a separate suit to recover the contract price of each such shipment.

5. Materials furnished hereunder shall be within the tolerances, limits, and sizes established by applicable industry specifications. Final inspection and test and acceptance of the materials shall be at Seller's factory.
6. Unless otherwise agreed to by Seller, storage and handling charges will be at the risk of, for the account of, and at the expense of Buyer.
7. Seller shall not be liable for infringement of any patent, domestic or foreign, arising out of the use, installation, or resale of materials furnished hereunder. If such material is manufactured by Seller in accordance with Buyer's instructions or specifications, Buyer will hold Seller harmless from loss, liability, judgment, cost, or expense (including reasonable attorneys' fees) of any nature or kind based on or arising out of any claim for infringement of any patent, domestic or foreign.
8. A deposit will be required for all returnable reels, spools, cases, and other containers. All such returnable containers are the property of Seller and are loaned for transportation purposes only. They should be returned via the means affording the lowest rates to the nearest plant of the Corporation, freight collect, within twelve months from date of shipment and, upon receipt in good condition within such period, the deposit will be refunded. If such containers are not returned within twelve months, the applicable deposit is to be retained by Seller as the agreed price in consideration for which title to and ownership of such containers will pass to the depositor. Deposits need not be segregated by Seller, but may be commingled with its general funds. No refunds will be made for returns.
9. SELLER WARRANTS THAT THE MATERIAL SOLD HEREUNDER IS OF ITS STANDARD QUALITY BUT MAKES NO WARRANTY OF SUITABILITY OF THE MATERIAL FOR ANY SPECIFIC PURPOSE OF BUYER WHETHER OR NOT KNOWN TO SELLER AND MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER'S LIABILITY AND RESPONSIBILITY SHALL BE LIMITED SOLELY TO REPLENISHMENT OF ANY WIRE OR CABLE (i) WHICH DOES NOT SUBSTANTIALLY CONFORM TO THE SPECIFICATIONS UNDER WHICH THE WIRE OR CABLE WAS MANUFACTURED (PROVIDED THAT PROMPT WRITTEN NOTICE OF SUCH NON-CONFORMITY BE GIVEN TO SELLER), (ii) WHICH FAILS DURING NORMAL AND PROPER USE WITHIN ONE YEAR FROM THE DATE OF INSTALLATION (THE COMMENCEMENT OF SUCH ONE YEAR TO BE NOT MORE THAN SIX MONTHS FROM DATE OF SHIPMENT OF THE WIRE OR CABLE), AND WHERE THE FAILURE WAS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP IN EXISTENCE AT TIME OF SHIPMENT (PROVIDED THAT PROMPT WRITTEN NOTICE OF SUCH FAILURE IS GIVEN TO SELLER). THE WARRANTY PERIOD MAY BE LONGER THAN ONE (1) YEAR IF OTHERWISE AGREED TO BY SELLER. ALL REPLENISHMENTS BY SELLER UNDER THE FOREGOING PROVISIONS SHALL BE MADE FREE OF CHARGE, F.O.B. CARS OR DOCK DELIVERY POINT CALLED FOR IN THE ORIGINAL CONTRACT. LENGTHS OF WIRE OR CABLE FOR WHICH REPLENISHMENT HAS BEEN MADE UNDER THE FOREGOING PROVISIONS SHALL BECOME THE PROPERTY OF SELLER AND SHALL BE RETURNED TO SELLER BY BUYER, F.O.B. BUYER'S CITY PROVIDED SELLER HAS FIRST SUPPLIED BUYER WITH SHIPPING INSTRUCTIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

10. Purchase prices do not include sales, use, excise, or similar taxes. In addition to the price specified herein, the amount of any such present or future tax applicable to the sale of the materials hereunder shall be paid by Buyer.

11. All tools, dies, and fixtures covered by tooling charges quoted herein shall remain the property of Seller.

12. Stenographic and clerical errors are subjects to correction by Seller, but the contract shall not otherwise be amended, modified, or supplemented except in a writing signed by the parties.

13. PRICES: F.O.B. point of shipment with freight prepaid and allowed to destination on shipments of 5,000 lbs. or more, of a single shipment from a single origin to a single destination within the contiguous United States (excludes Alaska and Hawaii). If there are multiple points of shipment on one order, the minimum 5,000 lbs. must be met at each facility to be eligible for prepaid shipping from that facility. Material, when shipped, will be invoiced at the price quoted and accepted at time of order receipt. If escalatable pricing is requested, the quoted selling prices are subject to adjustment based on Comex (CU) or Midwest US Transaction (AL) close on the date prior to shipment.

14. MINIMUM ORDER/BILLING: Minimum order amount is \$2,500 and can be any combination of products.

15. PRICE ADJUSTMENTS: Seller shall have the right, from time to time and at Seller's sole discretion, to make price adjustments based on increased costs paid by Seller for raw materials or other input components for finished goods, including on any orders that are pending but not yet delivered. Seller will communicate any such price adjustment in writing.

16. CHANGES IN ENTRY COSTS: Notwithstanding any shipping terms agreed as between Seller and Buyer and notwithstanding anything to the contrary stated herein, in the event that Seller is responsible to pay any duties, taxes, and/or tariffs that did not exist at the time an order was placed on some or all of the products sold to Buyer (whether during transit to Buyer's delivery location or otherwise), Seller shall have the right, from time to time and at Seller's sole discretion, to make price adjustments based on any such changes. Seller will promptly communicate any such price adjustment and the basis for the same in writing to Buyer.

17. PRICING VALIDITY: Price quotation is valid until 5pm CST on the day of issuance. Prices are valid only for the items and quantities of product specified in the quotation. Any deviation to items or quantities quoted, or if the PO is received after the validity deadline, items will be subject to re-quote at the discretion of Seller.

18. LEAD TIME: All quoted stock items subject to prior sale. Quoted lead time is subject to change to lead time in effect on date of order acceptance. Lead time calculation will not commence until receipt of order complete with cut lengths, metal terms, and final delivery schedules.

If the ordered material is available for shipment within the quoted or revised lead time, Seller shall ship the material within such lead time and Buyer shall accept the shipped material.

19. IDENTIFICATION: Buyer shall be responsible for material identification, count, and visual inspection for damage upon receipt of shipment within 48 hours of delivery. Returns for cut or terminated wire will not be accepted.

20. CUTTING CHARGES: For XHHW and THHN items, no charge for cut lengths in increments of 500 ft. \$60 per cut for all other lengths. \$75 per cut for Medium Voltage, Tray Cable, Armored, and Industrial products for lengths of 500 feet or more. \$100 per cut for lengths less than 500 feet. No cuts under 100 feet on any product.

21. LENGTH TOLERANCE: For all stock items:

- Stock Items With Cut Charge
 - Lengths 100 feet and longer: -0%/+0% of total order quantity
- Stock Items Without Cut Charge
 - Lengths less than 1000 feet: N/A
 - Lengths 1000 feet and longer: -0%/+3% of total order quantity
- Make-to-Order Items
 - Tolerance +/- 10% of total order quantity. Customer must accept all lengths generated, unless otherwise agreed upon in writing.

22. PARALLELING CHARGES: For XHHW, THHN, and ALBW items, \$60 per leg per reel. For Medium Voltage, Armor, and Industrial products, \$100 per leg per reel. No parallels under 100 ft for XHHW, THHN, and ALBW. No parallels under 250 feet for Medium Voltage, Armor, and Industrial products.

23. OTHER CHARGES:

- Wood lagging: \$400 per reel.
- Pulling eye installation:
 - XHHW, THHN, and ALBW
 - 8 – 1 AWG: \$15/ea
 - 1/0 – 4/0 AWG: \$20/ea
 - 250 – 600 kcmil: \$25/ea
 - 750 – 1000 kcmil: \$30/ea
 - Medium Voltage and Armor Products: \$100
 - Industrial Products: \$100
 - 3 Conductor (common) MV, Armor, Industrial: \$225
 - 750MCM & Larger MV, Armor, Industrial: \$175
- Test result data reports:
 - COC: no charge
 - CET \$25 per part number ordered
 - CTR \$250 per part number ordered.

Test reports must be requested at time of order.

24. EXPORT: Where Seller's products will be exported from the United States by Buyer, it is the Buyer's responsibility to comply with U.S. Export Administration regulations.

25. CANCELLATIONS: Orders are considered non-cancellable. Exceptions are at the discretion of Prysmian/Encore Wire and will be subject to cancellation charges