

QUIRKWIRECO.

High Temperature Wire & Cable

1. **Acceptance; Agreement.** This Agreement, including these Terms and Conditions, supersedes all other agreements, oral or written, and all other communications between the parties suggesting additional or different terms. It represents the final and complete understanding of the parties and may be amended or canceled only by written agreement signed by both parties.

The nature of our business is such that we handle a large number of orders, many of which specify terms and conditions that would add to, or differ from those set forth herein. To negotiate individually with respect to these terms and conditions, which may vary from customer to customer, would seriously interfere with our service to all our customers. Consequently, unless otherwise agreed upon in writing by both parties, and notwithstanding any terms or conditions that may appear on the Buyer's order, Seller's products are offered for sale only on the conditions and terms contained herein.

Furthermore, it is incumbent upon the buyer to promptly communicate any alterations to their quality clauses or terms of purchase, deviating from the previously agreed-upon terms.

No order shall be considered valid until acknowledged in writing by the Seller. If the Buyer proposes additional or different terms, or attempts to modify any terms, such proposals are considered material and are rejected unless agreed upon in writing by both parties. The terms in any documents submitted by the Buyer will not alter the terms and conditions in this Agreement unless explicitly agreed upon in writing. The Buyer has 10 days from the date of order acknowledgement to reject the terms in writing; otherwise, acceptance is assumed.

2. **Prices.** Seller reserves the right to revise the price for all or part of any unshipped order by giving Buyer written notice of the revision in price not less than thirty (30) days prior to the effective date of the revision. Buyer shall be deemed to have agreed to such revision unless Buyer rejects such price revision by written notice within ten (10) days after receipt of such notice. Buyer's rejection of such a price revision shall give Seller the option of either canceling that portion of the order to which the price revision is applicable or completing the order at the original price.
3. **Terms of Payment.** Unless otherwise agreed in writing by the seller, terms of Sale are net 30.

4. **Taxes.** Prices do not include any sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any federal, state, or local law, rule, or regulation concerning the Goods sold hereunder or the manufacture or sale thereof are the sole responsibility of Buyer.
5. **Risk of Loss.** All risk of loss or damage to Goods shipped hereunder shall pass to Buyer upon delivery thereof to Buyer, to its designated agent, or to a carrier for delivery to Buyer, whichever occurs first. All shipments will be made F.O.B. point of manufacture.
6. **Delivery.** All shipping and delivery dates are estimates based upon prompt receipt of all necessary information. Delays in securing Buyer's approval of necessary specifications or samples of products and materials shall, if Seller so chooses, extend the date of delivery. Seller shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays in delivery.
7. **Limited Warranty.** (a) Seller warrants that the Goods will conform to the specifications furnished by Seller or, if agreed to in writing by an authorized representative of Seller, specifications furnished by Buyer. Any specifications furnished by Seller must be approved in writing by Buyer before raw materials can be purchased or before Seller can manufacture the Goods.

(b) Buyer is responsible for testing the Goods before installation. If Buyer determines that the Goods fail to conform to the applicable specifications, Buyer must notify Seller in writing within a reasonable amount of time to permit Seller to examine and test the goods. Seller may, at Seller's option, (i) replace the goods, (ii) give the Buyer credit on a future order, or (iii) refund the purchase price. This represents Buyer's sole remedy for any breach of warranty.

(c) THESE ARE SELLER'S ONLY WARRANTIES. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED.

(d) Seller's liability to Buyer or anyone claiming through or on behalf of Buyer, with respect to any claim or loss arising out of this transaction or alleged to have resulted from an act or omission of Seller, whether negligent or otherwise, and whether in tort, contract, or otherwise, including failure to deliver, delay in delivery, or breach of warranty, shall be limited to an amount equal to the purchase price of the Goods with respect to which such liability is claimed or, where appropriate and at the option of Seller, to replacement of the Goods thereof. In no case will Seller be liable for any bodily injury, death, or property damage resulting from or in any way arising out of the Goods or their sale, use, or manufacture. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF THIS TRANSACTION.

(e) Seller reserves the right, at any time, to make changes in the design or specification of the Goods, or any part thereof, which Seller, in its sole discretion, believes will constitute an improvement in such Goods or parts thereof.

(f) Seller is not liable for any alterations of the goods, improper maintenance, abuse of the goods, or improper installation.

8. Returns.

(a) Any Goods to be returned to Seller must have an RMA number issued by Seller before being returned. Any Goods returned without a proper RMA number will not be accepted and will be returned to Buyer at Buyer's expense.

(b) Non-standard and specialty manufactured Goods will not be considered for return. Goods which are deemed non-conforming by Seller may be returned provided an RMA number is issued.

(c) Seller reserves the right to not issue an RMA number for any product in possession by the customer that was shipped and/or invoiced one year or more to the date requested.

9. Cancellations. Order cancellations are subject to cancellation charges as deemed applicable by the Seller to cover all costs and expenses incurred prior to the cancellation of said order. Cancellation charges may include, but are not limited to, all costs and expenses incurred in producing the Goods (both completed and in process) and the cost of all items and special materials purchased for such order. Cancellation charges may be the total cost of manufacturing the Goods.

10. Force Majeure. Seller shall not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including without limitation: an act of God; war; civil commotion; sabotage; labor dispute; explosion; fire; accident; power or equipment failure; inability to obtain suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid.

11. Quantity Variance. All orders will be shipped +/- 10% unless previously agreed to by Seller in writing.

12. Choice of Law Provisions. The terms and provisions of this agreement shall be construed in accordance with the laws of the State of Massachusetts without regard for any rules on conflicts on laws.