

# Craig Wire Products, LLC

## Terms and Conditions

### General

All orders accepted by Craig Wire Products, LLC (herein known as the Seller) are subject to the terms and conditions set forth herein. Under no circumstances will Seller be bound to any other Terms and Conditions. These terms and conditions supersede all prior agreements whether written or oral. If these terms and conditions stated differ in any way from the terms and conditions of the Buyer's order, this document shall be considered as a counteroffer and shall not be effective as an acceptance of such order unless Buyer agrees to the Terms and Conditions contained herein, which shall constitute the entire agreement between the parties. No modification of these Terms and Conditions shall be binding on the Seller unless agreed to in writing by the Seller. All terms and Conditions shall be construed in accordance with the laws of the State of Georgia, United States of America without regard to its conflict of law principles. The section headings in this document are for reference only and shall not be admissible in any action to alter, modify or interpret the contents of any section hereof.

### Order Acceptance

Acceptance of all offers is based on Seller's terms and conditions. Orders are not binding upon Seller until accepted by Seller in its sole discretion.

Contracts of sale are accepted in the State of Georgia, United States of America, and shall be interpreted according to the Georgia State law, without giving effect to its principles of conflicts of laws. Each party agrees to submit to personal jurisdiction in the state of Georgia for the enforcement and all terms and conditions. Additionally, each party waives any and all personal rights under the law of any state to object to the jurisdiction within the State of Georgia, for the purposes of litigation to enforce the terms and conditions. The Superior Court of Carroll County, Georgia shall have the exclusive jurisdiction and venue over all disputes arising under these terms.

### Prices

Unless otherwise agreed to in writing by both parties, all shipments will be invoiced at the prices in effect on the date of shipment and in accordance with the agreed upon quoted price.

Any order requiring special manufacturing processes, special inspection and labeling, specific package weights, written certification, or other non-standard requirements is subject to minimum order quantities and other additional charges to be determined by the Seller in its sole discretion.

Pricing of copper magnet wire base is established in conformity with current market costs. Invoice pricing is based on the price of copper on the day of shipment. Magnet wire base prices are subject to change without notice. Trade discounts are not available on magnet wire base prices.

If a firm metal price is desired, Seller may assist Buyer in hedging in the price of copper for a specified period of time and quantity with a forward purchase. Agreements regarding forward purchases are at the sole discretion and approval of Seller.

### Terms of Payment

On Seller's approval of credit, which Seller may approve, condition, or deny in Seller's sole discretion, terms are net thirty (30) days from the date of the Sellers invoice. In all other cases, payments are due prior to shipment of the items purchased pursuant to the applicable order ("Products"). All payments are expected in United States currency unless otherwise agreed in writing by both parties.

If credit has been extended, the amount of credit may be changed or credit withdrawn by the Seller at any time, in its sole discretion.

Seller shall have the right, among other remedies, either to terminate this agreement or to suspend future performance under this and/or other agreements with Buyer in the event the Buyer fails to make full payment when due. At a minimum, accounts not paid in full on or before the due date according to the established credit terms shall incur a finance charge of 1.5% per month or, if less, the maximum amount permitted by applicable law, added to the unpaid balance.

If a cash discount has been previously agreed upon, it is subject to the Buyer's entire account being current.

Buyer shall be liable for all expenses, including attorney's fees, relating to the collection of past due amounts or to otherwise enforce its rights against Buyer. Seller shall have the absolute right to cancel an agreement of sale upon the Buyer's breach of that agreement, upon Buyer's failure to make any payment required by the agreement, if (in the Seller's sole judgment) there has been a change in Buyer's financial condition that adversely impairs Buyer's ability to perform, if any warranty or statement made by Buyer is or becomes untrue, or upon the insolvency or bankruptcy of Buyer. Nothing in this paragraph will operate to limit or otherwise restrict Seller's rights and remedies in the event of a default by the Buyer.

### Taxes

Selling prices for material herein are exclusive of federal, state, or municipal sales, use, value-added, excise, revenue, or similar taxes by reason of the sale. Seller may collect such taxes by adding the amount of such taxes to the invoice of material as a separate item or separately invoice the Buyer for such taxes.

### Exports

Export orders are subject to applicable export regulations and requirements. Buyer disclaims in favor of Seller any right or interest in, the drawback of duty, taxes or surcharges paid on imported material contained in the products.

It shall be the responsibility of the Buyer to provide all import licenses, foreign exchange approvals and similar documents required in connection with the purchase, delivery, and payment for the products covered hereby.

### Shipping and Delivery

Products shipped are subject to a quantity variation of  $\pm 10\%$  per item unless otherwise agreed. All orders shipped within  $\pm 10\%$  of the quantity ordered shall be considered complete. Seller may deliver Products in partial shipments and reserves the right to invoice for partial deliveries, which

are payable in the same manner as full deliveries.

Deliveries are made FOB Seller's shipping point. Risk of loss or damage and responsibility shall pass from Seller to Buyer upon delivery to and receipt by a common carrier. If Buyer fails to take delivery when agreed, Buyer will pay all loss and additional expense incurred by Seller in connection with such delay, including, but not limited to, demurrage, handling, storage, insurance and similar charges.

Buyer must thoroughly inspect the products at the time of receipt for signs of damage, discrepancies on a shortage. Inspections of the products at the time of delivery shall be commenced in the presence of the carrier's driver and Buyer shall note on the freight bill any shortages, discrepancies or damages of any product received on the carrier's receipt. If concealed loss or damage is discovered, Buyer must report it to the carrier within 15 days from the date of receipt.

Any shipping date quoted by Seller is Seller's best estimate and will not operate to bind Seller to ship or make delivery by that date.

Seller is NOT liable for delay or failure to delivery due to force majeure (failure to deliver as a result of slowdowns, strikes, wars, sabotage, explosions, lockouts, labor disputes, acts of God, shortage of labor, fuel, power, materials or supplies, inability to secure materials, insufficient transportation facilities, or delays in transportation of product or materials or supplies, accidents to plants or machinery, Government controls limiting production or prices, allocations, Government takeover of product or facilities, other Government interference or embargoes, or any other cause beyond the reasonable control of Seller. In the event of any such delay or failure, Seller shall be afforded such additional time as is reasonable under the circumstances to complete its performance or may, at its option, cancel the agreement without liability to Buyer.

Seller will not be liable for any damages or costs (including installation costs), or loss profits resulting from failure to deliver.

Refusal or failure to accept delivery without just cause is considered a default by the customer on the purchase agreement. As our products are specially designed and made to order, the customer shall be liable for damages amounting to the contract price less the next salvage value of the material.

### Cancellation

Buyer may cancel orders within 24 hours of the initial sale as long as it is prior to the ship date quoted. Cancellation must be in writing and acknowledged in writing by Seller. Should a cancellation be required after that date, full remuneration is expected. Any proration of such charges would be at the sole discretion of the Seller. Cancellation charges include, among other things, all costs and expenses incurred to cover commitments made by Seller, and a reasonable profit thereon. Seller's determination of such termination charges shall be conclusive.

### Confidentiality

The Buyer will not disclose to third persons any proprietary or confidential information of Seller concerning its business and operations, including without limitation, pricing information, for a period of five (5) years from the date such confidential information was learned or for confidential information meeting the definition of "trade secret" under applicable law, until such information is no longer a "trade secret." Confidential information does not include any data or information that is publicly known or in the public domain through means that do not involve a breach by Buyer of its obligations set forth herein.

### Error, Contradiction of Terms, Adjudication

Seller reserves the right to correct any clerical or stenographic error made in the preparation of orders, acknowledgements, or invoices. Corrections shall be considered as binding amendments to the original contract of sale.

No special terms and conditions take precedence over these general terms and conditions unless specific reference is made to any conflict, waiving the requirements of these terms and conditions. In the event any of these terms or conditions are declared invalid by a Court of competent jurisdiction, all other terms and conditions contained herein shall remain in full force and effect.

### EXCLUSIVE LIMITED WARRANTY

Seller warrants to the Buyer that the Products will be free from defects in workmanship and materials, and will conform to the specifications, drawings, and performance requirements expressly provided by the Buyer, if any. The foregoing warranties are the sole warranties, and all other warranties or representations, express or implied, arising by law or custom, including implied warranties of merchantability and fitness for any particular purpose are expressly disclaimed. Buyer's sole remedy for Products that do not conform to the warranties above will be either the replacement of the Products or the refund of the purchase price of the Products. All warranties are voided if the defect or nonconformity in the Products results from Buyer's manufacturing processes.

Limitation of Liability. IN NO EVENT WILL SELLER BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, WHETHER ARISING UNDER CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO ANY PRODUCTS OR THESE TERMS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SELLER'S LIABILITY IN RESPECT OF ANY PRODUCTS EXCEED THE PURCHASE PRICE PAID TO SELLER FOR THE PRODUCTS WITH RESPECT TO WHICH ANY CLAIM IS MADE.