

TERMS AND CONDITIONS OF SALE

ALL PRODUCTS, ALL QUOTATIONS, ORDERS AND CONTRACTS ARE SUBJECT TO APPROVAL AT OUR CORPORATE OFFICES. UPON APPROVAL BY OUR CORPORATE OFFICES ACCEPTANCE OF THIS ORDER CONSTITUTES AN UNQUALIFIED AGREEMENT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **APPLICABILITY.** These terms and conditions of sale (these "Terms and Conditions") are the only terms which govern the sale of the goods, material and/or merchandise (collectively, the "Goods") by Central Wire Industries Ltd., Central Wire, Inc., Central Industries LLC d/b/a Strand Core, Sanlo, Inc., and/or Loos & Co., Inc. (each, a "Seller") to the buyer identified in the Sales Confirmation (as hereinafter defined) (the "Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms and Conditions.

Seller's accompanying quotation, order acknowledgement, and/or invoice (each a "Sales Confirmation") and these Terms and Conditions (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representation and warranties, and communications, both written and oral. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

2. **PRICE.** Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in the applicable Sales Confirmation. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms and Conditions shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

If Buyer shall cause changes to be made in the design or construction of the Goods or cause the shipment or delivery of the Goods to be delayed, for any reason or no reason at all, which such delay may not be done without Seller's written consent, the Prices shall be increased, if necessary, to the extent that such delay causes Seller to incur additional handling, storage, insurance and other costs and expenses. In addition, if due to such delay, Seller's direct labor

costs are increased, then Seller shall have the right to increase the price to cover the anticipated increased cost of producing, shipping and/or delivering the Goods. The Price, as adjusted by these Terms and Conditions, is referred to herein as the "Contract Price."

3. **TRANSPORTATION AND TAXES.** Seller shall not be responsible for freight, transportation, insurance, shipping, demurrage, or similar charges (all such charges being referred to hereinafter as "Shipping Charges"), unless specifically provided in Buyer's purchase order or Seller's applicable Sales Confirmation. If such Shipping Charges are by the terms of sale included in the price, they shall be reflected as a separate line item on such Sales Confirmation; and any increase in the rates of such Shipping Charges becoming effective after the date of such Sales Confirmation shall be paid by the Buyer and included as part of the Buyer's account.

All Prices for the Goods are exclusive of any and all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority (collectively, "Taxes"). Buyer shall be responsible for all such charges, costs and taxes, unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities. Buyer shall defend, indemnify and hold Seller harmless from and against all liabilities for such Taxes or charges and all attorney's fees or costs incurred by Seller in connection therewith.

4. **TERMS OF PAYMENT.** Buyer shall pay Seller in accordance with the terms as provided in Seller's applicable Sales Confirmation. If payment is not received in accordance with the terms of such Sales Confirmation, the Contract Price and Taxes or the portion thereof remaining unpaid, as the case may be, shall bear an annual interest rate equal to the lesser of eighteen percent (18%) or one and one-half percent (1-1/2%) per month and the maximum rate permitted by law. Said interest shall be paid in addition to the Contract Price and Taxes and shall continue to accrue until Seller receives the full purchase price of the Goods, including the Contract Price, Taxes and any applicable interest.

5. **DELIVERY.** The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the Goods shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept the remaining installments.

Unless otherwise agreed in writing by the parties, delivery of all Goods shall be "Ex-Works" at Seller's facility. Buyer shall be solely responsible for all insurance and risk of loss to the Goods shall pass to Buyer upon the Buyer's carrier assuming control of the Goods at Seller's mill. Any delivery dates provided by Seller to Buyer are estimates only and are subject to change or cancellations. In no event shall specified completion dates and/or delivery dates be construed as falling within the meaning of "time is of the essence."

The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence to the contrary. In Seller's sole discretion, any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

6. **FORCE MAJEURE.** Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any provision of these Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

7. **WARRANTY AND REMEDY.** Seller warrants to the Buyer that the Goods to be delivered pursuant to these Terms and Conditions materially conform to the description and specification set forth in Buyer's purchase order and will have no defects in material or workmanship as of the time of delivery. The Goods furnished by Seller are to be within the limits and of the sizes published by Seller and subject to standard commercial tolerances for variations unless otherwise agreed to by Seller in writing.

This warranty applies only to Nonconforming Goods (as defined below) or Defective Goods (as defined below) that are identified and reported by Buyer to Seller within 180 days after the date the Goods are delivered (the "Warranty Period"); and thereafter such warranty expires and all liability under such warranty ends. Seller, and not the Buyer, is the sole judge of any alleged nonconformity or defects. To obtain protection under this warranty, Buyer must notify Seller within such Warranty Period of any alleged Nonconforming Goods or Defective Goods, as applicable. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. "Defective Goods" means the product shipped contains an imperfection in material or workmanship that (a) materially alters the purpose for which such product was intended so as to be unsuitable for such purpose; and (b) resulted from Seller's manufacturing process.

Seller shall have no obligation for any Nonconforming Goods or Defective Goods unless and until: (1) Buyer has complied with its obligations hereunder, (2) Seller has completed an inspection of the applicable Nonconforming Goods or Defective Goods, as the case may be; and (3) Seller has determined the existence of such Nonconforming Goods or Defective Goods, as the case may be, within thirty (30) days after the end of the Warranty Period.

If Seller inspects the Goods and determines they are Nonconforming Goods or Defective Goods, Seller may, at Seller's option, undertake one of the following remedies:

1. Repair such Nonconforming Goods or Defective Goods; or
2. Replace such Nonconforming Goods or Defective Goods; or
3. Reimburse the Buyer the Contract Price against the return of the

Nonconforming Goods or Defective Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith.

Buyer acknowledges and agrees that the remedies section forth in this Section 7 are Buyer's exclusive remedies for the delivery of Nonconforming Goods or Defective Goods, as applicable. Except as otherwise provided herein, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return to Seller Goods purchased under these Terms and Conditions. IN NO CASE WILL SELLER'S LIABILITY BE GREATER THAN THE COST OF REPAIR OR REPLACEMENT OF THE DEFECTIVE OR NONCONFORMING GOODS GIVING RISE TO THE APPLICABLE WARRANTY CLAIM.

Buyer agrees to indemnify, defend, and otherwise hold Seller free from any claim for liability, loss or damage to any party who asserts a claim against Seller to the extent such claim arises from the Buyer's use of any of the Goods.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY (EXCEPT AS TO TITLE). THERE IS NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE. If Seller has a warranty from any other supplier or manufacturer, such warranty will be passed on to Buyer to the extent it is allowable under such warranty.

The warranty set forth in this Section 7 does not apply and is void under the following conditions:

1. If any part of the Goods have been altered without Seller's written authorization; or
2. If attachments, devices, or power sources, unsuitable to the Goods, have been used in connection with such Goods, unless Seller has recommended their use; or
3. If the warranty claim arises from improper use, neglect, abuse, improper operation, extreme temperatures, or unauthorized service of parts or Buyer's failure to comply with all installation, operation and maintenance

requirements and specifications set forth in any operating manual for the Goods and other documentation or instructions related to the Goods provided to Buyer by Seller.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

The limitation of liability set forth above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

9. RETURNS AND INSPECTION. Buyer shall not be permitted to return any Goods shipped or delivered by Seller hereunder unless (i) such Goods are under warranty hereunder; and (ii) Buyer obtains an authorization number from Seller.

Buyer shall promptly inspect all Goods upon delivery, but in any case within the Warranty Period. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing within the Warranty Period of any Nonconforming Goods or Defective Goods, as applicable, and furnishes such written evidence or other documentation required by Seller.

Buyer shall allow representatives of Seller full access to the Goods for the purpose of inspecting

them in cases of alleged Nonconforming Goods or Defective Goods, as applicable. Any Goods returned by Buyer as permitted by these Terms and Conditions must be properly packaged and must be returned in the same condition in which such Goods were shipped or received.

10. CANCELLATIONS BY BUYER. Buyer shall not be permitted to cancel Buyer's purchase order except as follows: Buyer may cancel the purchase order ONLY IF: (i) Buyer receives written approval in advance from Seller; (ii) Buyer pays Seller: (a) the full Contract Price of the Goods completed and shipped or ready for shipment, as applicable, at the effective date of cancellation; and (b) for Goods being manufactured, no less than Seller's cost of materials and cost of manufacturing as determined by Seller; and (iii) subject to any other terms and conditions as determined by Seller in its sole discretion.

11. CANCELLATIONS BY SELLER. In addition to any remedies that may be provided under these Terms and Conditions, Seller may cancel Buyer's purchase order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these Terms and Conditions; (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

12. MINIMUM ORDERS. Minimum charges may vary depending on specific items and quantities of Goods ordered. Minimum charges apply to each individual item of Goods.

13. SHIPMENT TOLERANCES. For orders denominated in pounds, and unless otherwise expressly agreed in writing, the shipment tolerance for such orders with respect to the difference between the quantity of Goods ordered versus the quantity of Goods actually delivered shall be as follows:

<u>Quantity Ordered</u>	<u>Shipment Tolerance</u>
Less than 300 #	+ or - 30%
300 #- 999 #	+ or - 15%
1,000 # and over	+ or - 10%

For orders denominated in feet or pieces, the applicable shipment tolerance shall be as agreed and as confirmed by Seller in the Order Acknowledgement; except that, if no such agreement and confirmation are made, the shipment tolerance for such orders with respect to the difference between the quantity of Goods ordered versus the quantity of Goods actually delivered shall be as follows: + or - 10%.

14. BUYER'S FINANCIAL ABILITY. If, in the judgment of Seller, the financial ability of Buyer becomes impaired or is unsatisfactory to Seller, or if any amount due shall remain unpaid, Seller may defer subsequent shipments, or Seller may demand satisfactory security.

If Buyer fails to pay cash or furnish satisfactory security as demanded by Seller within five (5) days after demand, such failure shall operate as a repudiation of these Terms and Conditions by Buyer and release Seller from any further deliveries hereunder, and all obligations of Buyer hereunder shall immediately become due forthwith and must be paid immediately to Seller upon demand.

15. BANKRUPTCY OR INSOLVENCY. In the event of any proceedings, either voluntary or involuntary, in bankruptcy or insolvency against Buyer, or in the event of the appointment with or without Buyer's consent, of an assignee for the benefit of creditors, or a receiver, then Seller may immediately cancel Buyer's purchase order, declare Buyer in default under these Terms and Conditions, and hold Buyer accountable for all costs and damages incurred by Seller.

16. SECURITY INTEREST. Title to the Goods shall not pass to Buyer unless payment is made in full. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

17. MODIFICATION. These Terms and Conditions constitute all Terms and Conditions relating to the sale and delivery of the Goods, and supersedes all prior negotiations between Seller and

Buyer. No change or modifications shall be allowed to these Terms and Conditions without the express written permission of Seller.

18. BUYER DESIGNS AND SPECIFICATIONS. Except as expressly provided herein, Seller assumes no liability for designs or specifications (“Buyer’s Designs”) furnished by Buyer or any liability arising therefrom, and Seller makes no warranties with respect to Buyer’s Designs.

19. SPECIFICATIONS AND DRAWINGS. Specifications and drawings related to the Goods that are prepared by Seller are the sole and exclusive property of Seller and are subject to recall at any time before Buyer’s acceptance thereof. Buyer shall make no use of such specifications or drawings, except as expressly authorized by Seller. Buyer shall not disclose or publish such specifications or drawings to any other party without Seller’s prior written approval. Buyer shall not directly or indirectly use such specifications or drawings in any way detrimental to Seller’s interest.

20. SAMPLES. Material samples provided to Buyer are not intended to serve as warranties either express or implied.

21. INTELLECTUAL PROPERTY. Any and all (i) trademarks, trade names, or other identifying marks (collectively referred to as the “Seller Marks”) now or hereafter registered or used by Seller, (ii) any and all written materials supplied by Seller (collectively referred to as the “Seller Materials”) and (iii) any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, processes, methods, compositions, concepts, ideas, trademarks or trade secrets, whether or not patentable, and whether or not patented (collectively referred to as the “Seller Patents”) are and shall remain at all times the sole and exclusive property of Seller, and Buyer shall have no rights with respect thereto and shall make no use thereof.

If Buyer receives notice of any claim that any of the Goods covered by these Terms and Conditions (except Goods made to Buyer’s Designs) infringes upon any Canadian or United States patent, Buyer shall immediately notify Seller in writing of such claim. Upon notification by Buyer, Seller shall have the option to assume control and conduct the defense thereof. Seller will assume no liability with respect to the Goods specified by either Seller or Buyer, but not designed and/or manufactured by Seller. Buyer will indemnify, defend, and hold Seller harmless against

any liability for infringement of any apparatus claim of any Canadian or United States Patent involving the Goods furnished by Seller in accordance with Buyer’s Designs.

22. SUCCESSORS AND ASSIGNS. Buyer shall not assign any of its rights or delegate any of its obligations under these Terms and Conditions without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 22 is null and void. No assignment or delegation relieves Buyer of any of its obligations under these Terms and Conditions. These Terms and Conditions shall inure to the benefit of and be binding upon the successors and permitted assigns of Seller and Buyer.

23. SALE, RESALE, USE, ASSIGNMENT, LEASE OR OTHER TRANSFER. ANY SALE, RESALE, USE, LEASE, ASSIGNMENT OR OTHER TRANSFER OF GOODS IS EXPRESSLY SUBJECT TO ALL OF THE TERMS AND CONDITIONS STATED HEREIN. Buyer will be solely responsible to any and all end-users of the Goods for any and all claims and actions related to any and all use or sale of the Goods. Buyer will indemnify, defend and hold Seller harmless from and against any and all such claims and actions.

24. WAIVER. No waiver by Seller of any of the provisions of these Terms and Conditions are effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

25. AMENDMENT AND MODIFICATION. These Terms and Conditions may only be amended or modified in a writing which specifically states that it amends these Terms and Conditions and is signed by an authorized representative of Seller and Buyer.

26. GOVERNING LAW AND JURISDICTION. These Terms and Conditions shall be governed and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action or proceeding arising out of or relating to these Terms and Conditions shall

be instituted solely in the federal courts of the United States of America or the courts of the State of New York in each case located in the City of New York and Borough of Manhattan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.

27. COMPLIANCE WITH LAW. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms and Conditions. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under these Terms and Conditions or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may cancel Buyer's purchase order if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.

28. COMPLIANCE DEFENSE. Any failure or alleged failure of Seller to comply with federal, provincial, or municipal laws or regulations shall not: (i) excuse Buyer from performing under these Terms and Conditions; nor (ii) act as a defense to Buyer for failure to perform under these Terms and Conditions.

29. CONFLICTS OF INTEREST. Buyer represents and warrants to Seller that Buyer has not: (i) given any commissions, payments, gifts of substantial value, kickbacks, lavish or extensive entertainment, or other things of value to any officer, director, employee, agent, or representative of Seller, or any family member thereof, or received same from any vendor, supplier, or contractor in connection with Buyer's purchase order, as amended and superseded by these Terms and Conditions; or (ii) paid any fee, commission, rebate, or anything of value to or for the benefit of any governmental official having jurisdiction over the purchase and sale of the Goods hereunder. Buyer acknowledges that the giving or receiving of any such payments, gifts, kickbacks, extensive entertainment, or anything of value is strictly in violation of Seller's corporate policy and may result in the cancellation of Buyer's purchase order and any other contracts between the parties hereto. Buyer shall promptly notify Seller of any such solicitation as aforesaid. Buyer compliance with the provisions of this Section 29 is subject to audit by Seller, and Buyer agrees to provide such access to Buyer's personnel and/or records as may be necessary to conduct such an audit.

30. NO THIRD-PARTY BENEFICIARIES. These Terms and Conditions are for the sole benefit of Seller and Buyer and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

31. RELATIONSHIP OF THE PARTIES. The relationship between Seller and Buyer is that of independent contractors. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any manner whatsoever.

32. CONFIDENTIAL INFORMATION. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with these Terms and Conditions are confidential, solely for the use in connection with these Terms and Conditions and may not be disclosed or copied unless authorized in advance by Seller in writing. Seller shall be entitled to injunctive relief for any violation of this Section 32. This Section 32 does not apply to information that is: (a) in the public domain; (b) otherwise known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

33. NOTICES. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms and Conditions, any such Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 33.

34. **SEVERABILITY**. If any provision of these Terms and Conditions is determined by a court of competent jurisdiction, as referenced by Section 26 hereof, to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions.