

TERMS & CONDITIONS

EXCLUSION OF WARRANTIES/LIMITED WARRANTY

The seller warrants its title to the products sold by it and warrants to the Purchaser that its products are free of defects in workmanship or material and are in conformity with applicable specifications and descriptions referred to or set out herein. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. The seller does not warrant that its products will meet or comply with the requirements of any safety code or regulation of any state, municipality, or other jurisdiction. If any sample or model was shown to the Purchaser, such sample or model was used merely to illustrate the general type and quality of the products and not to represent that the products would necessarily conform to the sample or model.

LIMITATION OF LIABILITY

It is understood and agreed that the Seller's liability whether in contract, in tort, under any warranty set forth herein in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by the Purchaser, or at option of the Seller, in the Seller's sole discretion, the replacement or repair of the product or part concerned {F.O.B. the seller's factory or such other place as the Seller may designate}, and under no circumstances shall the Seller be liable for special, indirect, or consequential damages. The price stated for the product is a consideration in limiting the Seller's liability. NO ACTION, REGARDLESS OF FORM, SHALL BE MAINTAINED HEREUNDER UNLESS THE FACTS GIVING RISE TO IT ARE DISCOVERED WITHIN 12 MONTHS OF SHIPMENT AND WRITTEN NOTICE THEREOF GIVEN TO THE SELLER WITHIN 30 DAYS OF DISCOVERY. Products which are replaced by the Seller in accordance with the foregoing shall become the property of the Seller and shall be returned to it by the Purchaser F.O.B. point of shipment.

PRICES AND TERMS

All quotes are valid for a maximum of 3 days unless otherwise noted. Prices and terms are subject to change without notice. Seller reserves the right to not accept any order that does not include all the items on a quote. See terms on order acknowledgement. Product prices do not include applicable taxes, if any. Seller may halt shipments or production when the Purchaser's account with the Seller is over its credit limit or is delinquent. Cash Discount (if any) applies to wire only, and is contingent on payment within stated terms. All reels are nonrefundable. Unless otherwise agreed by Seller, we reserve the right to ship plus or minus 10% on both individual lengths and total quantities. Purchaser must apply all credits issued or agreed to by Seller within one year, or such credits will be cancelled by Seller without further liability. We certify that the products described herein were produced in compliance with the applicable requirements of the Fair Labor Standards Act as amended and with regulations promulgated thereunder.

CANCELATIONS AND RETURNS

Special make items and non-standard cuts are non-cancellable and non-returnable. On standard items and cuts, all cancellations and returns must be approved by KINGWIRE, and may be subject to restocking and other charges. We cannot be responsible for any damages or claims beyond the selling price of our products.

CLAIMS

Other than as specified above, all claims on account of errors in price, shortages, quality of goods, or any other nature must be presented within ten days of receipt of goods.

TITLE/RISK OF LOSS/FREIGHT COST

Title and risk of loss shall pass to the Purchaser at the point of shipment. Where freight cost is paid by Seller, we allow freight to the destination within the continental United States except Alaska and Hawaii, using the cheapest form of transportation available. If other means are desired, the Purchaser absorbs the difference in cost.

GOVERNING LAW

The validity, construction, and performances of this agreement shall be governed by the laws of the State of Illinois.

ENTIRE AGREEMENT/NO WAIVER

This agreement plus Seller's Quotation or Bid (if any) and Seller's Order Acknowledgement (if any) contains the entire understanding of the parties and is intended as final expression of their agreement and a complete statement of the terms thereof and shall not be modified except in writing signed by officers of the parties hereto. No waiver by either party of any default shall be deemed a waiver of any subsequent default.

FREIGHT TERMS

Sales are F.O.B. origin, freight prepaid within the continental United States (excluding Alaska and Hawaii) on each release of 5,000 lbs of utility products (conductor weight) or more for shipment to one destination at one time. KINGWIRE will select the method and agency of transportation by a standard box truck and any additional packing, shipping and transportation charges resulting from compliance with the customer's instructions, shall be billed to the customer. Shipments of less than 5,000 lbs are prepay and charge or freight collect on Customer's approved carrier. For Building Wire products the above terms are applicable except the pounds required for freight paid are 2,000 lbs. A combination of utility and building wire products has a requirement of 3,000 lbs for freight prepaid with above terms applicable. For cord, welding cable and assembled products the above terms are applicable except the pounds required for freight paid are 1000 lbs or a \$2500 order. Any use of a pallet jack for delivery will be at additional charge for customer.

BLANKET ORDER POLICY

All blanket orders are non-cancellable and non-returnable. Special terms and conditions that apply to the blanket order must be on a written purchase order for acceptance by KINGWIRE. KINGWIRE reserves the right to modify said prices upon a material increase in any of KINGWIRE's raw material or transportation costs.