

ANIXTER TERMS AND CONDITIONS OF PURCHASE

1. Any order placed or purchase order issued by Buyer (an "Order") for products and/or services described therein (collectively, the "Products") is subject to this Agreement, together with any additional or different terms mutually agreed to in writing by Buyer. Acceptance of an Order by Seller occurs upon any of the following: (i) receipt by Buyer from Seller of written acceptance of an Order or written notice that Seller will provide the Products; (ii) provision by Seller to Buyer of any Products; or (iii) any other conduct of Seller that recognizes the existence of a contract pertaining to the Products. This Agreement supersedes all prior written or oral statements between Buyer and Seller and constitutes the entire and only agreement between them relating to the Products. No prior course of dealing, usage of trade, or verbal agreement not reduced to a writing signed by Buyer binds Buyer.
2. If an Order omits a price, Seller's price is the lowest current net price quoted by Seller to any other customer for the same or commercially similar goods, but not higher than the price last quoted by Seller to Buyer.
3. Unless otherwise agreed to, Buyer will pay for Products within 90 days of the later of (a) Buyer's receipt of the Products or (b) Buyer's receipt of a complete and correct invoice from Seller for such Products. Nevertheless, Buyer has the right to hold a payment until Seller provides original proof of delivery on direct shipments to Buyer's customers, where applicable, and, when requested by Buyer, product manufacturing and/or testing certifications for any shipments.
4. Buyer shall not be liable for any tax unless the amount of such tax is separately stated in the invoice. Seller shall not add any taxes to the price of Products that Buyer is entitled to purchase on an exempt basis, provided that Buyer provides Seller with such exemption certificates or similar documents as required by law to effect exempt purchases. Seller shall provide Buyer with any documentation that Buyer requires to claim tax credits, refunds, rebates, or similar relief for taxes charged to Buyer.
5. Unless otherwise stated on an Order, price is FOB destination. Seller shall comply with the Anixter Routing Guide (www.anixter.com/routingguide). Non-compliance may result in additional freight costs and service fees at Seller's expense. Title to the Products and risk of loss pass to Buyer upon receipt. Seller shall suitably pack or otherwise prepare the Products for shipment so as to secure the lowest transportation rates and to meet the carrier's requirements. No charges will be allowed for such packing or preparation unless otherwise stated on an Order.
6. If Seller cannot comply with a delivery date specified in an Order, Seller shall advise Buyer within three business days of receipt of such Order and, at Buyer's option (i) a new delivery date will be agreed upon; or (ii) Buyer may cancel all or any part of an Order without any penalty or liability. If Seller fails to deliver at the time specified or otherwise breaches this Agreement, Buyer, in addition to any other remedies it may have under this contract or at law, may cancel all or part of an Order with respect to Products not delivered, and without liability for costs relating to the cancelled portion of an Order. In no event shall Buyer be liable for lost profits.
7. Buyer may change an Order. Any claim by Seller to an adjustment in the purchase price or delivery date(s) due to such change must be asserted by Seller in writing to Buyer within ten days after Seller's receipt of Buyer's change Order; otherwise Seller waives his right to such an adjustment. After receipt of Seller's claim for an adjustment, Buyer may cancel all or part of an Order, without liability to Seller.
8. Buyer may cancel all or any part of an Order before delivery. If Buyer cancels all or part of an Order for Products already shipped to Buyer, Seller is entitled to a restocking fee of 10% of the actual cost of Products for that portion of the Order that has been cancelled and Buyer shall cover the cost of freight. The restocking fee and freight coverage constitute Seller's sole remedy for cancellation of shipped Products.
9. Seller warrants that the Products conform to the specifications, drawings, samples, or other description furnished to Seller; are of new manufacture and free from defects in material and workmanship; are free and clear of all liens and encumbrances; and comply with all other warranties implied in fact or by law. Such warranties run to Buyer and its customers and continue in full force and effect and Seller is not relieved of such warranties by Buyer's inspection of or payment for the Products. Seller shall obtain and assign to Buyer or Buyer's customer the warranties provided by the manufacturers or suppliers of material or equipment incorporated into the Products, and will perform its responsibilities so that such warranties remain in full force and effect. Buyer and its customers may inspect the Products at Seller's plant on request. Seller shall repair units that are out of the warranty period for actual cost of repairs not to exceed 50% of current suggested list price. The end user will pay all shipping and delivery charges both ways for repairs out of warranty. Seller shall maintain this repair service for Buyer's customers for a period of at least two years after termination of the warranty period.
10. Seller will defend, indemnify, and hold harmless Buyer, its directors, affiliates, employees, and agents from and against any and all claims alleging (i) infringement or interference with any intellectual property or proprietary rights, including but not limited to, infringement of any Patent, trademark, copyright, or service mark; (ii) property damage, injuries, or death to persons, or any other damage, loss, cost, or expense (including judgments paid and attorneys' fees and expenses reasonably incurred) arising out of the purchase, use, or operation of any Products; (iii) violation by any such Products, or their manufacture, possession, use, or sale, of any law, statute, or ordinance or any governmental administrative order, rule, or regulation; or (e) legal claims arising out of disputes involving promotional or advertising

matter, fixtures, displays, guarantees, representations, warranties, labels, and/or instructions, verbal or otherwise, furnished by Seller or submitted to Seller by Buyer for approval. With respect to the foregoing indemnity obligations, Seller waives any statutory limitation of liability to which it may otherwise be entitled under workers' compensation or similar statutes.

11. Seller warrants and represents that each Product is manufactured, packaged, tagged, and labeled in material compliance with, and all Product literature is complete, accurate, and materially complies with, all applicable federal, state, and local laws, regulations, ordinances, administrative rules, and orders. In addition, Seller shall comply with all applicable Federal Acquisition Regulations (FARs) and Executive Orders, including, without limitation, those contained at www.anixter.com/FAR, as amended. Within two days after receipt of an Order, Seller shall provide Buyer with a written list of all hazardous or toxic substances (as those terms are defined by any applicable laws) contained in any Products identified in the Order.
12. Seller shall provide all test reports, drawings, start up service, and other engineering service required by Buyer's customer, if Seller has been advised or is otherwise aware of such requirements. Seller shall maintain certified test reports against Buyer's Order number for a period of five years from date of shipment. Tests should be performed to the relevant governing specifications or variations as specified in our Order.
13. Seller shall procure and maintain, at its sole expense, the policy or policies of insurance set forth in the Anixter Supplier Insurance Guide (www.anixter.com/supplierinsurance).
14. Buyer's failure to enforce any right or remedy does not constitute a waiver of such right or remedy or of Buyer's right thereafter to enforce every provision of this Agreement. Buyer's waiver of any breach does not waive any other breach.
15. Seller shall not assign this Agreement or delegate its rights or obligations under this contract without Buyer's written consent.
16. If Seller or its affiliates has unsatisfied liabilities to Buyer under this Agreement, Buyer has the right, upon written notice to Seller, to set off such liabilities against any sums owed or to be owed to Seller under the Agreement or any other agreement between the Parties or their affiliates, whether or not such invoice relates to the transaction occasioning the unsatisfied liability.
17. If Buyer's customer requests that certain terms and conditions (e.g. late delivery penalties, extended warranties, liquidated damages, etc.) different than those contained herein be flowed down to Buyer's suppliers, Seller must work with Buyer in good faith to incorporate such flow-down terms into the applicable purchase order(s).
18. The Agreement is governed, interpreted, and construed according to the substantive laws of the State of Illinois without regard to conflicts of laws principles thereof and is not governed by the Convention on the International Sale of Goods. If any dispute or controversy arises with respect to this contract, such dispute or controversy shall be brought for resolution in state or federal courts located in Chicago, Illinois. Buyer and Seller hereby consent to the exclusive jurisdiction and venue of such courts, and shall not contest or challenge the jurisdiction or venue of such courts.
19. If a dispute arises between Seller and Buyer, Seller shall continue to provide products to Buyer pursuant to Buyer's pending and subsequent Orders, and shall not suspend shipments of Products during the pendency of such dispute.
20. This Agreement is a matter of confidential information, and Seller will strictly protect the confidentiality hereof. Information on an Order is furnished by Buyer on the understanding that it may and will be used only for the purposes of satisfying such Order.
21. Seller will perform its obligations hereunder in compliance, in all material respects, with all applicable foreign, domestic, state and local laws and regulations of all applicable foreign and domestic jurisdictions. Seller shall provide U.S. (import and export) compliance information for all Product including but not limited to: the U.S. Department of Commerce's Bureau of Industry and Security's (BIS) Export Control Classification Number (ECCN); Harmonized Tariff System Number or Schedule B Number; North American Free Trade Agreement (NAFTA) blanket certificate of origin (if applicable) or country of origin information; and International Traffic in Arms (ITAR) designation, if applicable. Seller shall provide name and contact information of its export compliance subject matter expert. If shipment originates outside of the U.S., Seller shall follow the instructions in the Anixter Routing Guide, which includes information on packaging, U.S. Importer Security Filing (ISF) requirements and commercial paperwork. All wood packaging (crates, pallets, etc.) must comply with the International Standards for Phytosanitary Measures (ISPM) No. 15. See http://www.ispm15.com/ISPM15_Revised_2009.pdf
22. If Products purchased from Seller are the subject of a recall, whether initiated by Seller, Buyer, or a government entity (including the issuance of safety notices), Seller is responsible for all matters and costs associated with the recall, including all expenses and losses incurred in connection with any such recall. Such costs may include, but are not limited to, refunds to Buyer and/or its customers, lost profits, transportation costs, and all other associated costs. Products identified as "non-returnable" are not excluded from such recall.

Seller shall immediately notify Buyer of any investigation or inquiry initiated by a government agency relating to the recall and take the appropriate steps to resolve the matter without exposing Buyer or its customers to any liability or risk.

23. Seller acknowledges that it has read, understands, and agrees to comply with Buyer's Supplier Code of Conduct ("Code") (<https://www.anixter.com/resources/suppliercode>)
24. Seller shall notify Buyer in writing 90 days in advance of implementing any change to any Product's specification, design, application, function, or manufacturing process (including any authorized sub-contracting of the manufacture of the Product). All such changes are subject to Buyer's prior written approval.