

GENERAL TERMS AND CONDITIONS OF SALE

1. **GENERAL.** These general terms and conditions of sale are between Buyer and Seller, and along with other written specifications, quotations or supplemental terms that may have been provided by Seller, will control the sale of all goods and services (the "Products") by Seller to Buyer. These terms and conditions apply whether the sale occurs due to verbal or paper-based orders or any form of electronic commerce and represent the entire agreement between Seller and Buyer for that purpose. If not otherwise agreed to, Buyer's receipt or acceptance of delivery of any of the sold Products alone will constitute its acceptance of these terms and conditions. Seller objects to any term or condition that may be proposed by Buyer or that may appear on or is referenced in Buyer's purchase order or requisition or payment remittance that is in addition to or otherwise not consistent with these terms and conditions. No addition or modification to these terms and conditions will be binding on Seller unless agreed in writing.

2. **PRODUCT RECOMMENDATIONS AND SELECTION:** Any assistance offered Buyer in product recommendations and selection is advisory only. Buyer must evaluate all specification and application considerations to determine suitability for intended use. SELLER SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

3. **ACCEPTANCE OF ORDER; TERMINATION.** Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable Seller's suppliers. If Buyer's Credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.

4. **PAYMENT TERMS.** Payment in advance of shipment is required unless open account credit terms have been established and maintained consistent with Seller's credit application. Seller may render partial invoices and require progressive payments or other forms of payment security. Seller also may render invoices electronically and require payment by way of electronic funds transfer. Payment by credit card, when permitted by Seller, is subject to credit card validation and authorization both at time of order placement and immediately prior to shipment. Seller reserves the right to suspend its performance in the event payment is not made when due. No payment by offset is permitted without Seller's consent. Interest charges will be added to overdue invoices at the rate of 1.5% per month starting from the date of invoice, subject to any limit imposed by applicable law. If Buyer's account is placed with an attorney for collection, Buyer agrees to pay all costs of collection, including attorney's fees. If a judgment is obtained, interest shall continue at the greater of 18% per annum or the maximum allowed by law until paid in full.

5. **DELIVERY TERMS.** Delivery terms are FOB Seller's facility (or Seller's supplier's facility in the event of a direct factory shipment) or as otherwise agreed to as stated on Seller's order acknowledgment. In all cases, title transfers to Buyer upon the earlier of Seller's delivery to Buyer or receipt by the first carrier for transport to Buyer, except that title to all intellectual property rights associated with the Products remains with Seller's suppliers or Product licensors. Where applicable, prepaid shipping will be billed to Buyer as a separate invoice item. Claims for shortages, errors, or unsatisfactory stock must be made in writing not more than five (5) days after receipt of shipment.

6. DELAY IN DELIVERY. Seller's acknowledged shipping dates are approximate only, and Seller disclaims all liability for late delivery. Seller is not accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time or other circumstances whether or not caused by circumstances under Seller's control. Factory shipment or delivery dates are the best estimates of Seller's suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.

7. WARRANTY AND INTELLECTUAL PROPERTY DISCLAIMER. Buyer acknowledges that Seller is an independent enterprise, purchasing and reselling the Products for Seller's own account, and not as an agent of any product manufacturer or service provider. Seller is not authorized to commit or bind any product manufacturer or third-party service provider in any way, nor is any product manufacturer or service provider authorized to commit or bind Seller in any way. Seller is not a general contractor regarding the sale of third-party branded services, acting only in the capacity of a permitted reseller of those services. SELLER MAKES NO REPRESENTATIONS, PROVIDE NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE), AND DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATIVE TO ANY GOODS OR SERVICES SOLD BY IT. THE ONLY WARRANTY AVAILABLE TO BUYER WILL BE THAT EXTENDED DIRECTLY BY THE ORIGINAL PRODUCT MANUFACTURER OR SERVICE PROVIDER (copies of any such warranties are available upon request). Seller assumes no post-sale technical support or warranty repair obligations, however, at Seller's discretion, it may assist Buyer in processing warranty claims. Seller assumes no responsibility for any information, specification, claim, warranty or representation made or provided by the original manufacturer or service provider. That information, to extent provided by or secured from Seller, is solely for Buyer's convenience, and Buyer must make its own determination as to the accuracy and completeness of that information.

8. DISCLAIMER AND LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER WILL NOT BE LIABLE FOR ANY BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE) OR FOR ANY OTHER FORM OF INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES FOR WHICH IT IS FOUND RESPONSIBLE, WHETHER OR NOT INSURED, INCLUDING OBLIGATIONS UNDER ANY INDEMNITY, WILL NOT EXCEED SELLER'S SELLING PRICE TO BUYER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR LIABILITY. SELLER DISCLAIMS ALL LIABILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT CONTRACTUALLY REQUIRED OF SELLER. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION BETWEEN SELLER AND BUYER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER'S EMPLOYEES, REPRESENTATIVES AND SUPPLIERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION, OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

9. PRICES. Prices quoted are valid for 30 days unless otherwise specified. Products containing commodity materials (copper, steel, aluminum, resin, etc.) are subject to increase if the commodity price has changed between the quotation date and the order date. Prices and other information shown in any of Seller's catalogs, brochures and websites (including those of its suppliers) are subject to change without notice and to confirmation by specific quotation. Those publications are not offers to sell and are maintained only as a source of general information. Time and material services will be provided in accordance with Seller's (or the

related service provider's) published service rates (including applicable overtime and travel expenses) and supplemental terms and conditions in effect as of the date the services are provided, unless otherwise confirmed by Seller's written quotation or order acknowledgment.

10. **TAXES.** Seller's prices do not include sales, use, excise, customs, value-added or similar taxes. Buyer will pay or reimburse Seller for all such taxes as may be applicable or provide Seller with acceptable tax exemption certificate. Buyer indemnifies Seller against any costs or losses, including attorney fees, arising from any improper designation of tax status.

11. **LICENSED SOFTWARE AND FIRMWARE.** Software or firmware Products may be subject to Buyer's acceptance of separate license agreements, with no rights to use, sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware except as may be expressly permitted by those license agreements.

12. **CHANGES AND SUBSTITUTIONS.** Buyer requested changes, including those affecting the identity, scope and delivery of the Products to be purchased, must be documented in writing and are subject to Seller's (or its supplier's) prior approval and adjustments in price, scheduling and other affected terms and conditions. In any event, Seller and its suppliers reserve the right to reject any change that Seller or its suppliers deem unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines and standards, or incompatible with Seller's suppliers' design or manufacturing capabilities. Seller further reserves the right to substitute using the latest superseding revision or series or equivalent Product having comparable form, fit and function.

13. **RETURNS.** All returns will be pursuant to Seller's instructions and at Seller's discretion. Non-warranty returns of unused and resalable Products for credit will be subject to Seller's return policies in effect at the time, including applicable restocking, handling, and re-packaging charges and other conditions of return. Special Orders, Non-Stock Items, Cut Wire, Custom Products or Products specifically manufactured or sourced to Buyer's specification are not returnable. Returns are allowable only when Seller has issued Buyer a Return Material Authorization (RMA) in writing. Seller does not accept responsibility for material returned without an RMA and receipt from Seller. Issuance of an RMA is not a guarantee of credit for returned materials. If material is returned to Seller's supplier, credit for return will not be applied until supplier grants credit to Seller. Products returned under the manufacturer's warranty must be properly packed and shipped to locations specified by Seller or its supplier. Shipping containers must be clearly marked per instruction and shipped freight prepaid by Buyer.

14. **ORDER CANCELLATION.** Cancellation by Buyer prior to shipment is permitted only by written notice from Buyer and subsequent written acceptance by Seller and upon payment to Seller of reasonable cancellation and restocking charges, including reimbursement for incurred direct costs. Cancellation charges associated with orders for custom Products, Products specifically manufactured or sourced to Buyer's specification, or orders requiring a commitment to obtain raw materials may equal the actual selling price of the affected Products. Seller has the right to cancel any order for cause at any time by written notice, and Seller will be entitled to cancellation and restocking charges as mentioned above. No termination by Buyer for cause will be effective unless Seller has failed to correct the alleged cause within forty-five (45) days after receipt of Buyer's written notice specifying the cause.

15. **FORCE MAJEURE.** Seller and its suppliers will not be liable for any loss, damage or delay arising out of Seller's failure or that of Seller's supplier to perform due to causes beyond Seller's or its suppliers' reasonable control, including without limitation, acts of God, acts or omissions by Buyer or other parties not under Seller's or its suppliers' direction and control, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. In the event of delay, Seller's performance date(s) (or that of Seller's supplier, as the case may be) will be extended for a length of time as may be reasonably necessary to compensate for the delay.

16. **EXPORT CONTROL.** Products and associated materials sold by Seller may be subject to various export laws and regulations. It is the responsibility of any exporter to comply with those laws and regulations. In the event that U.S. or local law requires authorization for the export or re-export of any Product or associated technology, no delivery can be made until that authorization is obtained, regardless of any accepted order or promised delivery date. In the event that authorization is denied, Seller (and Seller's supplier, if applicable) will be relieved of any further obligation to the sale or delivery of the Products subject to the denial without liability of any kind to Buyer or any other party. Seller will not comply with boycott related requests except to the extent permitted by U.S. law and then only at Seller's discretion.

17. **DISPUTES.** Buyer and Seller will attempt in good faith promptly to resolve any dispute between them by negotiations between their representatives who have authority to settle the dispute. If unsuccessful, Buyer and Seller then will attempt in good faith to settle the dispute by non-binding third-party mediation, with mediator fees and expenses shared equally between us. Any dispute not resolved by negotiation or mediation then may be submitted to a court of competent jurisdiction in accordance with these terms and conditions. Buyer and Seller agree that this is the exclusive procedure for the resolution of all disputes between them.

18. **FACSIMILE and other ELECTRONIC TRANSMISSION.** Any documents which are sent by facsimile or other electronic means may be accepted as originals unless the recipient timely requests an original to be sent by some other means. Voice messages may be deemed equivalent to other electronic or written documents subject to appropriate verification of the identity and relationship of the person speaking.

19. **WAIVER.** No failure or delay by Seller in exercising any rights, whether occurring once or multiple times, shall be construed as a waiver of Seller's rights to require strict compliance with any one or more of these terms and conditions.

20. **MODIFICATION.** No employee or agent of Seller is authorized to waive, release, or modify these terms and conditions unless contained in a writing signed by an officer of Seller's company.

21. **GOVERNING LAW AND FORUM:** Any Dispute arising under this Agreement shall be governed by the laws of, and shall be resolved in the Courts of, such Courts with jurisdiction over the county in which the pertinent Electrical Equipment Company Branch is situated, in the court in which the project for which goods are to be used is located, or in any county where Electrical Equipment Company has a Branch in the State where the transaction arose. In the event of conflict between this agreement and Buyer's purchase order or other documents prepared by Buyer, or between this agreement and any oral representations or agreements between the parties, this Agreement shall control.

