

U.S.A. WIRE & CABLE, INC.
GENERAL TERMS AND CONDITIONS

TERMS OF PAYMENT

Invoices are due within the stated number of days from the Invoice date. Any amounts not paid within terms are subject to finance charge of 1.5% per month. If any cash discount is offered, seller may charge back the purchaser for improperly taken discounts not within the stated terms. Seller may engage an outside collection agency to collect past due invoices. Purchaser remains liable for the unpaid invoice balance and also fees for collection agencies, attorneys, etc. in collecting the invoice. At seller's sole discretion, seller may require partial or full-payment of Invoice prior to shipment.

LENGTH TOLERANCE

Individual reels and shipped lengths are subject to an industry tolerance of plus or minus 10% of the quantity ordered, unless another tolerance is agreed to in writing.

RETURNS

No material shall be accepted for return unless seller, in writing, issues a Returned Goods Authorization (RGA). A restocking charge may apply. Specialty manufactured goods to a customer's specifications or requirements, and cable cut to a particular length that are short or unsalable are not returnable. U.S.A. Wire & Cable's will exercise its sole discretion to determine whether an item may be returned.

In the event Seller shipped incorrect material, either from their warehouse or drop shipped from a supplier, a RGA will be issued to the purchaser to return the material for credit. No credit will be given if the purchaser has installed the material as the purchaser has a duty to inspect the material and ascertain the correct product has been received before installation. Seller will not accept any return for installed material nor will Seller issue credit for incorrect material which has been installed.

In the event purchaser ordered the incorrect material, an RGA will be determined as follows. If Seller shipped material from its standard stock inventory, material may be returned and a restocking charge will apply. The material must be in its original shipped and packaging condition and must not have been cut or installed and Seller also determines it is a reasonable resalable length. If the material was drop shipped from a suppliers warehouse, any restocking charge and other terms will be governed by the supplier's return policy. In no event, will specialty manufactured product manufactured to a customer's specification be considered for a return or credit.

DEFECTIVE MATERIAL

Purchaser must notify Seller in writing, within 30 days of receipt, of any defective material. Seller reserves the right to perform any testing either on the purchaser's site, at the manufacturer's factory or at Seller's warehouse location. If testing determines the material is defective as a result of manufacturing processes, an RGA will be issued for return and for credit. If testing determines the material is defective as a result of physical damage or faulty installation practices, no RGA or credit will be issued. Failure to give notice of defect shall constitute waiver by purchaser of any and all remedies for such defect.

LIMITATION OF LIABILITY

Seller shall have no responsibility or liability with respect to matters not reported in writing within 30 days of date of receipt. Seller shall have no liability for failure or damage due to misapplication, abuse, and improper installation, abnormal conditions of use, or failure to meet local building codes. Seller shall not be liable for any damages suffered by purchaser or any person or entity using or coming in contact with the product in question, including, but not limited to personal or economic injury. Seller may be limited to replacement of defective material only and not liable for special, indirect, incidental or consequential damages including, but not limited to, labor and supplies for the removal and replacement of goods.

WARRANTY

Seller does not manufacture the products sold by seller. Seller is a distributor and sells under the manufacturer's brand or trade name. Seller shall use its best efforts to obtain from the manufacturer involved, in accordance with such manufacturer's customary practice, the repair or replacement of such product as may be determined in workmanship or material during a twelve (12) month period from the date of shipment. SELLER MAKES NO WARRANTY OF QUALITY, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH PRODUCTS AND DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SHIPMENT

Seller shall state at the time of the quotation or acceptance of the order, the current shipment lead times. Stock is subject to prior sale and manufacturing lead times are subject to conditions outside the seller's control. Seller is not liable for delays in delivery caused by circumstances beyond its control, including delays by common carriers.

F.O.B.

Unless otherwise stated, delivery is F.O.B. point of shipment. Title passes to purchaser at this point and subsequently purchaser is responsible for filing any freight claim in the event of damaged goods while in transit.

PRICING

Prices quoted are valid for thirty (30) days. Pricing is based on the total offer including all items and based on receiving an immediate release. If only certain items are purchased, seller reserves the right to re-price the offer based on the changed requirements. Prices are quoted on a stated copper base and subject to escalation on date of shipment.

TAXES

Prices quoted do not include any Federal, state, sales, use, duty, value-added or other taxes. Purchaser is liable for any such taxes incurred.

TERMINATION

Any order terminated by the purchaser, is subject to charges and expenses incurred by the seller in preparation of fulfilling the order.

CLERICAL ERRORS

Seller reserves the right to correct clerical errors and shall not be liable for such errors.

ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ABOVE. ACCEPTANCE OF THE PRODUCT BY PURCHASER SHALL BE DEEMED TO BE ACCEPTANCE OF EACH OF THE TERMS AND CONDITIONS.