

TERMS & CONDITIONS

LIMITED WARRANTY; DISCLAIMERS

a) KingWire warrants that it has good title to products sold hereunder, and all products supplied by KingWire will materially conform to the specifications provided by KingWire and will be free of defects in material and workmanship ("Defects") for twelve (12) months following ship date, under normal use and regular service and maintenance, and if properly installed in accordance with industry standards. Customer's sole and exclusive remedy for KingWire's breach of this Limited Warranty or Defect found and reported within the warranty period, shall be at KingWire's sole discretion, to repair, replace or refund the defective product.

(b) KingWire does not warrant and shall have no obligation with respect to any products that: (i) have been repaired or altered; (ii) have been subject to misuse, abuse, neglect, intentional misconduct, accident, Customer or third party negligence, unauthorized modification or alteration, use beyond rated capacity, a force majeure event, or improper, or a lack of, maintenance; (iii) are comprised of materials provided by, or designed pursuant to instructions from, customer; (iv) have failed due to ordinary wear and tear; or (v) have been exposed to adverse operating or environmental conditions.

(c) Customer is solely responsible for determining the fitness and suitability of products for the use contemplated by customer. Customer shall ensure that (i) the products are used only for the purposes and in the manner for which they were designed and supplied, (ii) all persons likely to use or come into contact with the products receive appropriate training, (iii) all third parties who use or may be affected by or rely upon the products are given full and clear warning of any hazards associated with them or limitations of their effectiveness and that safe working practices are adopted and complied with, (iv) any warning notices displayed on the products are not removed or obscured, (v) any third party to whom the products are supplied agrees not to remove or obscure such warning notices. Customer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of products, either alone or in combination with other products or components.

(d) THE WARRANTIES SET FORTH IN THIS SECTION ARE KINGWIRE'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCTS, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AGAINST INFRINGEMENT, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, USAGE OF TRADE, AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to customer if prohibited by applicable law. THE REMEDIES PROVIDED IN THIS SECTION ARE CUSTOMER'S SOLE REMEDIES FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO PRODUCTS. All warranty claims must be received by KingWire on or before the end of the applicable warranty period.

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 acknowledgment. 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 canceled 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.

CANCELLATIONS 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 Acknowledgment (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.