



RADIX WIRE TERMS AND CONDITIONS OF SALE

Seller's acceptance of buyer's order is on the condition that only these Terms apply. Unless buyer immediately provides seller with its written objections, buyer's order is deemed to be buyer's acceptance of these Terms. Seller's failure to object to buyer's different or additional terms is not a waiver of any of these Terms. Unless seller agrees in a signed writing, seller rejects any different or additional terms. Amendments to these Terms must be in writing and signed by the parties.

1. **Order Acceptance.** All orders are subject to credit approval and acceptance by seller.
2. **Price.** For the materials covered by these Terms ("the materials") and unless otherwise agreed in writing: (a) buyer agrees to pay seller's standard prices as of the date of shipment unless otherwise agreed in writing by both parties; and, (b) all shipping charges will be added to the invoice and must be prepaid by buyer.
3. **Minimum Order.** Seller's minimum order value is \$500.00 per order.
4. **Taxes.** Unless otherwise stated, the prices and charges stated herein for the materials do not include any federal, state, or local taxes (including without limitation sales, use, excise, manufacturing, receipts gross income, occupation and similar taxes). Whenever applicable, such taxes will be for the account of the buyer and will be added to the invoice to be paid by buyer.
5. **Specifications.** Seller reserves the right to modify seller's published specifications and constructions of the materials whenever such modification is necessary in order to comply with any government ruling, directive or order or whenever seller otherwise deems it necessary or advisable to make such modification, regardless of any other specification or constructions (including any such submitted by buyer). The materials will be made to conform to the latest rulings, directives, or orders, where applicable. Seller assumes no responsibility for any changes in specifications requested by buyer, unless such change is confirmed in writing by buyer and accepted in writing by seller. Any price variation resulting from such a change will become effective immediately upon acceptance of such change.
6. **Shipping.** Seller reserves the right to ship from any of its warehouses or plants. Risk of loss or damage in transit or otherwise will be borne by buyer after delivery of the materials to the F.O.B. point stated herein, which point is understood to mean a common carrier loading facility within the specified warehouse or plant from where the materials are shipped. Unless otherwise stated, seller may ship in lots or in a single shipment.
7. **Shipping Date.** Order ship dates will be calculated and become effective on and after date of receipt at seller's plant of all manufacturing specifications and requirements. Where no shipping date is specified, shipment will be made at the convenience of seller.
8. **Packaging.** Unless otherwise stated, materials will be furnished in seller's standard reels, spools or in cases which are non-returnable, and no refund will be made upon the return of such items.
9. **Force Majeure.** (a) Seller will not be liable for any delay or failure of performance or in the delivery of the shipment of the materials or for any damaged suffered by buyer by reason of such delay or failure, when such delay or failure is directly or indirectly caused by or in any manner arises from acts of God; acts of public enemies; the elements; fires; floods; pandemics or endemics; accidents; riots; wars; acts of government; labor difficulties; inability to secure, delay in securing or shortages of raw material, labor, fuel, power or transportation; delay or failure of any supplies; breakdown or destruction of plant or equipment arising from any cause whatsoever; or any other cause or causes (whether or not similar in nature to any of those herein before specified) beyond seller's control. All orders will be deemed to be suspended so long as any such cause shall prevent or delay performance, seller agreeing to make and buyer agreeing to accept delivery whenever such cause has been remedied. (b) In no event will seller be liable for any consequential damages, incidental damages, damages for loss of use or damages for loss of profits for any delay or failure in performance not excused under the foregoing subparagraph (a).
10. **Tools and Dies.** All dies, tools, etc. remain the exclusive property of seller regardless of any change made to cover labor and expenses involved in making or altering such dies, tools, etc.

11. **Past Due Accounts.** Time and terms of payment are essential hereto. Interest on all past due accounts will be charged at such legal rate as seller may elect. If any default therein be made by buyer or if the financial responsibility of buyer at any time becomes impaired or unsatisfactory to seller, seller will have the right to terminate without notice or to defer or discontinue further shipments hereunder until past due payments are made or satisfactory assurance of buyer's financial responsibility is received by seller (without prejudice, however, to any rights or claims which seller may have in law or in equity hereunder). Such right will continue irrespective of any prior failure on the part of seller to exercise such right.
12. **Warranty.** Seller warrants that the materials will conform to the description on the face hereof, that it will convey good title thereto, that the materials will be delivered free from any lawful security interest or other lien or encumbrance unknown to buyer and that the materials will be free from defects in material and workmanship. Any service, technical advice or assistance seller provides is given without representation or warranty and is accepted at buyer's sole risk.
13. **Limitation of Liability.** THE WARRANTIES IN THESE TERMS REPLACE AND EXCLUDE ALL OTHER WARRANTIES. THERE ARE NO OTHER EXPRESS WARRANTIES BY SELLER. NO WARRANTIES BY SELLER ARISING BY OPERATION OF LAW, COURSE OF DEALING, OR USAGE OF TRADE SHALL BE IMPLIED OR OTHERWISE CREATED AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER WILL NOT BE LIABLE FOR ANY GENERAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOSS OF USE OR LOSS OF PROFITS, FOR ANY BREACH OF WARRANTY OR FOR NEGLIGENCE. Seller's maximum liability to buyer for any claim of any kind shall be the purchase price paid for the material that gave rise to the claim. And buyer's exclusive remedy is expressly limited to the repair of defective materials, or the shipment of equivalent materials F.O.B. the shipping point limited on the face hereof, or the repayment of the purchase price upon return of the materials, or the granting of a reasonable allowance on account of any defects, as seller may elect.
14. **Returns.** Except as otherwise stated, any claim on account of defective materials or for any cause whatsoever will conclusively be deemed waived by buyer unless written notice thereof is given to seller within one (1) year after date of shipment. Seller will be given a reasonable opportunity to investigate all claims. No materials may be returned by buyer without seller's prior written consent and, if given, seller will provide buyer specific shipping instructions. If returned materials meet specifications, buyer agrees to reimburse seller with all costs associated with its return.
15. **Quantity variation.** On all lengths ordered, a quantity variation of plus or minus ten percent (10%) shall be allowed unless otherwise stated.
16. **Orders Not Taken.** Buyer will remain liable for the full price of materials ordered but not taken as agreed.
17. **Cancelled orders.** If an order is cancelled or terminated after the materials have been put into production, the buyer shall be liable to seller for the value of the services already completed and/or commenced and the commitments given in connection with this manufacture of products at the date of cancellation/termination, including the cost of raw materials, price of finished or semi-finished products, stock and work in progress and overhead together with any expenses incurred and any additional compensation that may reasonably be claimed for the cancellation/termination.
18. **Storage.** It is buyer's responsibility to store product in a dry location protected from mechanical damage.
19. **Waiver; Amendment.** No waiver by seller of any breach of any provision hereof will constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from buyer will not be deemed an acceptance of such provisions or as a waiver of the provisions hereof. All orders are subject to correction of clerical errors. The terms and conditions of sale contained herein may not be amended, modified or rescinded, except by written agreement signed by an authorized official of each part expressly refereeing hereto.
20. **Governing law.** This agreement shall be governed, interpreted and construed by and in accordance with the laws of the State of Ohio.