

**A. SALES POLICY**

**1. Wholesale and Retail.**

Seminole and JSC Wire and Cable Co., Inc. ("Company") sells products for business use to customers with proper business identification, which is required from all customers prior to purchase or account setup (W-9). Company sells products to consumers with minimum order requirement guidelines.

**2. Prices.**

Prices listed are Manufacturer's Suggested Retail Price (MSRP) and are subject to correction or change without notice. Market sensitive commodity products will be priced according to current market conditions. Customer should contact Company's customer service or sales representative for customized pricing option outside of Section 3 guidelines. Export orders may be subject to other special pricing. Company reserves the right to accept or reject any order. The order confirmation is an agreement of sale that reflects item(s), their quantity and price per unit of measure. Once the order confirmation is received by purchasing party the price(s) is not negotiable.

**3. Minimum Order Quantity Guidelines.**

Standard products are sold in full case quantities as a minimum purchase requirements for consumers and drop shipment orders. Some products are packed multiple items per case. Discounts from MSRP are based on quantity of purchased products for the exception of OEM and Mil-Spec. Products based on military specification (Mil-Spec) and OEM - Original Equipment Manufacturers sourcing customized product are required to purchase a minimum of 100,000 feet of single item. Customized product shall be accepted with quantity tolerance +/- 10% of total purchase and all lengths generated.

**4. Sales Tax.**

Customers are responsible for payment of all applicable state and local taxes, export customs tax and duties, or for providing a valid sales tax exemption certificate. When placing an order, customer shall indicate which products are tax exempt.

**5. Payment and Credit Terms.**

Customer agrees to assume responsibility to pay in full Company issued invoice(s) upon receipt no later than the due date. Company accepts cash, checks, money orders, Visa and MasterCard; domestic and international wire transfers. Any order(s) under USD \$1000.00 is due at the time of purchase. All export orders require payment prior to shipping for all new customers with under one year of established business history with the Company.

For customers with established Company credit, payment terms are net thirty (30) days from the date of shipment or pick-up. All credit extended by Company to customer and the limits of such credit, is at Company's sole discretion, and may be reduced or revoked by Company at any time, for any reason. Company reserves the right to charge a convenience fee for late payments. Company further reserves the right to charge customer a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law. Anticipation and cash discounts are not allowed. Export orders are subject to special export payment terms and conditions. All payments must be made in U.S. dollars.

Company shall have the right of set-off and deduction for any sums owed by customer to Company. If customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with Company's credit terms, or fails to supply adequate assurance of full performance to Company within a reasonable time after requested by Company (such time as specified in Company's request), Company may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order.

Customer agrees to assume responsibility for, and customer hereby unconditionally guarantees payment of, as provided herein, all purchases made by customer, its subsidiaries and affiliates. Each of customer's subsidiaries and affiliates purchasing from Company will be jointly and severally liable for purchases with customer, and customer is also acting as agent for such subsidiaries and affiliates.

**6. Credit Balance.**

Customer agrees that any credit balance(s) issued by Company will be applied to customer's account within one (1) year of its issuance. **IF CUSTOMER HAS NOT REQUESTED THE CREDIT BALANCE WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE WILL BE CANCELLED, AND COMPANY SHALL HAVE NO FURTHER LIABILITY.**

**B. FREIGHT POLICY**

Prices stated are F.O.B. origin, freight prepaid to destination specified in the order. Company charges a shipping and handling fee (which includes internal handling and related costs) on each order which is applied at time of invoicing and reflected on customer's invoice. Receipts for shipping and handling charges will not be furnished. Company covers shipping and handling for standard ground delivery before tax and freight costs (including any back orders) for qualifying order quantities only.

C.O.D. shipments are not permitted. Other terms and conditions may apply for other than standard delivery ("Other Freight Services"), including without limitation, expedited same day delivery, air freight, freight collect, export orders, hazardous materials,



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customer's carrier, shipments outside the contiguous U.S., or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by customer. Fuel surcharges may be applied. Title and risk of loss pass to customer upon tender of shipment to the carrier (BOL). If the product is damaged in transit, customer's only recourse is to document damages upon receipt and file a claim with the carrier. FedEx, UPS or USPS ground services allow five (5) days grace period for filing damaged goods claim. Freight carriers will accept rejected shipment if goods are damaged during transit or number of pieces received does not match original Bill Of Lading (BOL). Customer is responsible to record damages and quantities of goods and report the incident to Company immediately providing proof of purchase and freight (BOL) documentation.

### C. WARRANTY POLICY

#### 1. LIMITED WARRANTY.

ALL PRODUCTS SOLD ARE WARRANTED BY COMPANY ONLY TO CUSTOMERS FOR: (i) RESALE; OR (ii) USE IN BUSINESS, GOVERNMENT OR ORIGINAL EQUIPMENT MANUFACTURE. COMPANY WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF SIX MONTHS AFTER THE DATE OF PURCHASE FROM COMPANY, UNLESS OTHERWISE STATED. PROVIDED THAT COMPANY ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, COMPANY MAY, AT ITS OPTION: (i) REPAIR; (ii) REPLACE; OR (iii) REFUND THE AMOUNT PAID BY CUSTOMER. CUSTOMER MUST RETURN THE PRODUCT TO THE APPROPRIATE COMPANY BRANCH AS DESIGNATED BY COMPANY, SHIPPING COSTS PREPAID. COMPANY'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

#### 2. WARRANTY DISCLAIMER.

a. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE, IS MADE OR AUTHORIZED BY COMPANY. COMPANY DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MIS-REPAIR OR MIS-APPLICATION. COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRODUCTS: (i) ARE MERCHANTABLE; (ii) FIT FOR A PARTICULAR PURPOSE; OR (iii) DO NOT AND WILL NOT INFRINGE UPON OTHER'S INTELLECTUAL PROPERTY RIGHTS.

b. COMPANY MAKES NO WARRANTIES TO THOSE DEFINED AS CONSUMERS IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

#### 3. LIMITATION OF LIABILITY.

COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES. COMPANY'S LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

#### 4. Warranty Product Return.

Before returning any product, customer shall: (i) write to [customer.service@seminolewire.com](mailto:customer.service@seminolewire.com) or call Company's headquarters at 1-800-346-4378; (ii) provide the date, the original invoice number, the item number, and a description of the defect. Proof of purchase is required in all cases. Upon review of all provided information Company's representative shall issue a Return Material Authorization (RMA) describing the nature of deficiency and following action of resolution. All issued RMA's must be signed by customer and returned to Company.

#### 5. Product Compliance and Suitability.

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. Certain products may not be available for sale in all areas. Company does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does Company accept responsibility for construction, installation and/or use of a product. It is customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

### D. PRODUCT INFORMATION

#### 1. Catalog/Website Information.

Company reserves the right to correct publishing errors in its catalogs or any of its websites.

Product depictions in the catalog or websites are for illustrative purposes only. Possession of, or access to, any Company catalog, literature or websites does not constitute the right to purchase products.

#### 2. Product Substitution.

Products may be substituted and may not be identical to descriptions and/or images in the catalog or on the website.

#### 3. Important Notice to Federal Customers Re: Country Of Origin.

While all products listed by Company meet the requirements of the Trade Agreements Act ("TAA"), as implemented by Federal Acquisition Regulations Part 25, other products sold by Company may not meet the requirements. At the time of purchase, Company will advise customers with proper identification as an authorized schedule customer whether or not a product is "TAA-compliant." Any federal customer purchasing a non-TAA item will be making an "open market" purchase that is not covered by any



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contract. Federal customers are advised that the open market purchases are NOT GSA schedule purchases.

By purchasing any product on the open market, the customer represents that it has authority to make such purchase and has complied with all applicable procurement regulations.

### 4. ARRA Orders.

It is the customer's responsibility to advise Company whether this order is funded in any part by funds from or related to the American Reinvestment and Recovery Act ("ARRA") (Pub. L. No. 111-5) (i.e., Stimulus Funds). Upon request, Company will provide country of origin information so that customer may determine compliance with any applicable requirements under ARRA Section 1605 or any other applicable regulations.

## E. GENERAL TERMS

### 1. Force Majeure.

Company shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Company in the conduct of its business.

### 2. Company's Performance of Services.

Customer will hold harmless and indemnify Company, its officers, directors, employees, agents, subcontractors or representatives from and against any and all claims, including bodily injury, death, or damage to personal property, and all other losses, liabilities, obligations, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent, incurred by Company related to the performance of services for customer (including without limitation, settlement costs, attorneys' fees, and any and all other expenses for defending any actions or threatened actions) arising out of, in whole or in part, any act or omission of customer, its employees, agents, subcontractors or representatives.

### 3. Cancellation.

All product order cancellations must be approved by Company, and may be subject to restocking fees and other charges.

### 4. Product Return.

Product returns must be made within thirty (30) days from date of purchase, unless otherwise indicated. Customer should call or write to [customer.service@seminolewire.com](mailto:customer.service@seminolewire.com) or 1(800)346-4378 to obtain Return Material Authorization Form and instructions. Returned product must be in original packaging, unused, undamaged, and in salable condition. Proof of purchase is required in all cases.

## F. EXPORT SALES

Orders for export sales are subject to the terms conditions. You may contact our sales department at [sales@seminolewire.com](mailto:sales@seminolewire.com) or 1(800)346-4378 to obtain customs clearance documentation and terms of sale agreement.