

**THE ANGELUS CORPORATION**  
**d/b/a PIC WIRE & CABLE**  
**TERMS AND CONDITIONS OF SALE**

**1. CONTROLLING PROVISIONS.**

**Generally.** This document, the latest version of which can be found at [www.picwire.com](http://www.picwire.com) (the "Contract"), constitutes an offer by The Angelus Corporation d/b/a PIC Wire & Cable ("Seller") to provide the products described herein (the "Products") to the buyer to which this offer is addressed ("Buyer"). If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained herein. This offer, Buyer's acceptance of this offer, and the agreement between the parties is limited to the terms, covenants and conditions contained in this offer. Seller hereby objects to and rejects any additional, different or varying terms proposed by Buyer, even if such terms recite that action or inaction by Seller constitutes agreement or consent by Seller, unless Seller expressly assents to such terms in a signed writing. Such proposal of additional, different or varying terms by Buyer shall not operate as a rejection of Seller's offer except to the extent such variances are in the terms of the description, quantity, price or place or date of delivery of the Products, and Seller's offer shall be deemed accepted without such additional, different or varying terms. **THIS CONTRACT, INCLUDING ALL ITEMS EXPRESSLY INCORPORATED BY REFERENCE, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND CONSTITUTES THE FINAL EXPRESSION OF THE TERMS BETWEEN SELLER AND BUYER REGARDING THE PRODUCTS AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION TERMS ON BUYER'S PURCHASE ORDERS, SHALL HAVE NO FORCE OR EFFECT UNLESS MADE IN WRITING AND SIGNED BY SELLER AND BUYER.** Seller's sales representatives are without authority to change, modify or alter the terms of this Contract.

**Acceptance.** Buyer shall be deemed to have made an unqualified acceptance of this offer and the terms and conditions herein on the earliest of the following to occur: (a) Seller's receipt of a copy of this Contract, or any agreement incorporating this Contract, signed by Buyer (with scanned or facsimile signatures treated as original signatures); (b) Buyer's payment of any amounts due under this Contract; (c) Buyer's delivery to Seller of any material to be furnished by Buyer; (d) Seller's delivery of the Products; (e) failure by Buyer to notify Seller to the contrary within ten days of receipt of this Contract; or (f) any other event constituting acceptance under applicable law.

**Quotations.** Prices in written quotations are void unless accepted within 30 days from date of issue. However, Product availability is offered only for 24 hours from the time of quotation. Other Seller publications are maintained as sources of general information and are not quotations or offers to sell.

**Governing Law.** This Contract and any disputes hereunder shall be governed by and construed according to the internal laws of the State of Wisconsin. Neither this Contract nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Upon termination of this Contract for any reason, Seller shall have all of the rights and remedies provided by law, including, without limitation, the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products.

**Severability; Waiver.** The invalidity of any provision or clause of this Contract shall not affect the validity of any other provision or clause hereof. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Contract. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract shall not be construed as a waiver or relinquishment or any right granted hereunder or the future performance of such term, covenant or condition.

**Compliance With Laws.** It is Seller's policy to comply with all applicable laws, including U.S. export laws. The Products and any associated technical data are transmitted by Seller in accordance with the U.S. Export Administration Act and all regulations thereunder. Use or diversion contrary to U.S. law is prohibited. Buyer agrees to comply with all laws and regulations applicable to the purchase, transport, use, storage, sale, lease and/or disposal of the Products including, without limitation, to the extent applicable, the U.S. Export Administration Act and all regulations thereunder, the U.S. Foreign Corrupt Practices Act and all U.S. antiboycott laws. If Buyer or its affiliates, agents or representatives engage a freight forwarder or similar service provider, Buyer shall provide Seller with copies of freight forwarder (or similar) records regarding Product exports, including, but not limited to, Letters of Assurance, promptly upon request. Buyer shall promptly notify Seller in writing if Buyer receives notice of or otherwise has reason to believe that a violation of U.S. export law has occurred or is likely to occur.

## **2. DELIVERY.**

**Generally.** Seller shall deliver the Products EX WORKS Seller's facility at N53 W24747 South Corporate Circle, Sussex, Wisconsin, U.S.A. 53089-0330 (the "Facility"). For purposes of this Contract, "EX WORKS" shall be construed in accordance with INCOTERMS 2010 of the International Chamber of Commerce, as amended from time to time. All risk of loss, damage or delay, and title to Products, shall pass from Seller to Buyer upon Seller's delivery of the Products to the Facility. Any shipment arrangements Seller makes are a courtesy for Buyer and shall not change the Seller's cost or liability obligations from EX WORKS Seller's Facility. Partial shipments shall be permitted. All orders of Standard Bulk Cable/Wire are subject to a variance of 2% per 100 feet (plus/minus) from the quantity ordered and shall be invoiced to Buyer based on quantities ordered versus shipped (i.e., no adjustment for variance.) Exceptions are based upon availability and are subject to an increase in price. All orders of cable that Seller deems as Non-Stock or Special Order, shall be subject to overrun and/or underruns (up to a variance of 10% of quantities ordered) and shall be invoiced to Buyer based on the actual quantities shipped versus ordered.

**Delivery Dates.** All delivery dates are approximate. Delivery dates given by Seller are based on prompt receipt of all necessary information regarding the order. Seller will use reasonable efforts to meet such delivery dates.

**Delivery Delays.** Any delay in delivery due to causes beyond Seller's reasonable control, or due to any priorities or allocations necessitated by governmental orders or regulations, or due to any causes specified in the following sentence, shall extend the term of delivery by a period equal to the length of such delay. In the event of delay in delivery requested by Buyer or caused by Buyer's (a) failure to supply adequate instructions; (b) failure to arrange for pickup; (c) failure to supply or approve necessary data in a timely manner; (d) requested changes; or (e) failure to provide documents required for Seller to effect delivery, Seller will store all Products at Buyer's risk and expense. Buyer shall pay all storage costs and expenses upon Seller's demand.

**Claims.** Claims for shortages or other errors must be made in writing to Seller within 10 days after Seller's delivery. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

**Orders.** Orders are subject to acceptance or rejection by Seller in its sole discretion. Buyer shall ensure that its orders are received by Seller not less than 10 working days before the requested delivery dates, unless otherwise agreed to in writing by Seller. Buyer's orders or mutually agreed change orders shall be subject to all provisions of this Contract, whether or not the order or change order so states. Minimum order quantity for all orders shall be determined by Seller and Seller shall specify minimums, as applicable, in Seller's quote to Buyer. Seller reserves the right to modify Product specifications, provided the modification does not, in Seller's judgment, materially affect the Product's form, fit or function.

## **3. PRICES; TAXES.**

**Prices.** Unless prices are stated on the face hereof, prices shall be the higher of Seller's most recent quote to Buyer, prevailing market price, or the last price charged by Seller to buyer for the Products. Unless otherwise stated on the face hereof, prices are in U.S. Dollars, EX WORKS the Facility. Seller may increase prices in response to increases in costs of materials.

**Taxes.** Buyer shall pay or reimburse Seller on demand for all taxes, fees and costs including, but not limited to any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, value added tax, duty, customs agent or broker fees, inspection or testing fee, freight costs, insurance, consular fees or any other tax, fee or charge of any nature whatsoever, including interest, imposed on, in connection with or measured by any transaction between Seller and the Buyer, in addition to the prices quoted or invoiced.

#### **4. TERMS OF PAYMENT.**

**Generally.** Payment terms are in U.S. dollars, as described in Seller's quotation and/or acknowledgment of purchase order.

**Seller's Rights.** Notwithstanding the foregoing, terms of payment on all orders are subject to the prior written approval of Seller's credit department. If Buyer does not pay Seller any amount due under this Contract or any other agreement when such amount is due or if Buyer defaults in the performance of this Contract, Seller may, without incurring liability to Buyer and without prejudice to Seller's other lawful remedies (i) terminate Seller's obligations under this Contract; (ii) declare immediately due and payable all Buyer's obligations to Seller; (iii) change credit terms with respect to any further work; (iv) suspend or discontinue any further work; and/or (v) repossess the Products. Buyer agrees to reimburse Seller for all costs and fees including, but not limited to attorneys' fees and repossession fees, incurred by Seller in collecting any sums owed by Buyer to Seller. Buyer agrees to pay a late payment charge of 1-1/2% per month, or, if less, the maximum amount allowable by law, on all amounts not paid in full when due, payable on Seller's demand. Buyer shall not set off amounts due to Seller against claims against Seller.

#### **5. CANCELLATIONS, CHANGES AND RETURNS.**

**Cancellations.** All undelivered Products may be cancelled by Buyer only upon written approval of an authorized representative of Seller. Approval generally will not be granted less than two weeks before the shipment date. In the event of any cancellation of an order by Buyer, Seller reserves the right to charge Buyer such cancellation fees as determined by Seller including, without limitation, charges for labor and materials and the fees charged by Seller's suppliers.

**Changes.** Buyer may not alter or modify its order or any part thereof without Seller's prior, written consent. Seller reserves the right to change the price, terms of payment and delivery dates for any Products affected by any alterations or modification to which it consents.

**Returns.** No Products may be returned to Seller without its prior, written authorization and Products may be returned only on the terms or conditions specified in such authorization. Returned Products must be of current manufacture, unused, in resalable condition, and securely packed to reach Seller without damage. Any cost incurred by Seller to put equipment in first class condition will be charged to Buyer. All Product returned to Seller could be subject to a restocking charge plus the costs of freight, packaging, insurance and any import or export costs.

#### **6. LIMITED WARRANTY AND REMEDY; DISCLAIMER OF OTHER WARRANTIES.**

**Limited Warranty.** Sellers warrants to Buyer that the Products will be free from material defects in material and workmanship under normal use and service for a period of one year from the date of Seller's delivery of the Products hereunder.

**Remedy; Disclaimer of Other Warranties.** There is **NO WARRANTY** in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Seller's instructions or improper installation, storage or maintenance. Products shall not be considered defective if they fulfill performance requirements that were provided by or for Buyer, published in Seller's literature, agreed by the parties, or reflected by samples approved by Buyer. Buyer must make claims for defects in writing within 10 days after discovery of such defects. Buyer's failure to make such claim within the warranty period and within 10 days after discovering a defect shall constitute Buyer's irrevocable acceptance of the Products and Buyer's acknowledgement that the Products fully comply with the terms and conditions of this Contract. Seller, at its option, shall repair or replace, at its expense, any covered Products proved to Seller's satisfaction to be defective within the warranty period, or refund to Buyer the purchase price. Such warranty satisfaction shall be available only if: (i) Seller is notified in writing within 10 days after discovery of an alleged defect; and (ii) the defect has not been caused by Buyer's misuse, neglect or alteration or by physical environment. **SELLER'S SOLE OBLIGATION AND BUYER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE REPLACEMENT, REPAIR OR REFUND DESCRIBED HEREIN.** Any assistance Seller provides to or procures for Buyer outside the terms, limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this limited warranty, nor will such assistance extend or revive the warranty. Seller will not reimburse Buyer for any expenses incurred by Buyer in repairing, correcting or replacing any defective Products, except for those incurred with Seller's prior written permission.

**NO LIABILITY FOR OTHER OBLIGATIONS.** SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR STATUTE OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S UNDERTAKINGS, ACTS OR OMISSIONS.

**DISCLAIMER OR LIMITATION OF OTHER WARRANTIES.** SELLER AND BUYER AGREE THAT THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

**Recalls.** In the event of a Product recall, Seller shall have the right to control the recall process and Buyer shall fully cooperate with Seller in connection with the recall.

Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. Prior to using or permitting use of the Products, Buyer shall determine the suitability of the Products for the intended use and Buyer shall assume all risk and liability whatsoever in connection therewith. Buyer agrees that Seller has no post-sale duty to warn Buyer or any other party about any matter. Buyer assumes all post-sale duty to warn its customers and indemnifies Seller against any Damages (as defined below) in connection with such duty or failure to warn.

## **7. ENGINEERING DATA.**

All engineering data, design information and engineering and shop drawings used in the completion of this order are and shall remain Seller's property. Buyer shall not copy, reproduce, distribute, publish or communicate to any third party such data without the prior, written permission of a properly authorized representative of Seller. Seller hereby gives its permission to the Buyer to distribute product data or operation and maintenance information to the end user.

## **8. PATENT INFRINGEMENT AND DEFECTS IN BUYER'S SPECIFICATIONS.**

Seller shall not be liable for patent infringement in the use, installation or sale of Products. Orders manufactured to specifications, drawings, designs, approvals or descriptions provided by or for Buyer are executed only with the understanding that Buyer hereby agrees to indemnify and hold harmless Seller from any and all damages sustained by Seller, including, but not limited to, reasonable attorneys' fees, resulting from any action or threatened action against Seller for (a) infringement of the patents or proprietary right of any other person, or (b) injury to person or property, including death, relating to defects in specifications, drawings, designs, approvals or descriptions provided by or for Buyer.

## **9. INDEMNIFICATION, LIMITATION ON DAMAGES.**

**Indemnification.** Buyer hereby releases and agrees to indemnify, defend and hold harmless Seller, its shareholders, officers, agents, employees, affiliates, successors, assigns and third-party suppliers ("Seller's Indemnified Parties") from and against any and all direct and indirect claims, debts, actions, causes of action, liabilities, losses, suits, demands, fines, penalties, judgments, omissions, damages or expenses whatsoever, including, without limitation, reasonable attorneys' fees and costs ("Damages") incurred by or against Seller or any of Seller's Indemnified Parties due to or arising out of, in connection with, resulting from or relating to (i) misrepresentations, breach of the warranties, representations, covenants or agreement(s) contained in this Contract or any law by Buyer or any of Buyer's shareholders, directors, officers, employees, affiliates, representatives, agents, successors or assigns ("Buyer's Parties"), or (ii) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties, or (iii) losses, damages or injuries caused by Buyer's products, Buyer's specifications, designs, approvals or instructions provided to Seller, or due to improper application or use of the Products or otherwise. Prior to settling any claim, Buyer will give Seller an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any claim without Seller's written consent. In the event of any recall affecting the Products, Seller shall have the right to control the recall process and Buyer shall fully cooperate with Seller in connection with the recall.

**LIMITATION ON DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES IN CONNECTION WITH THIS CONTRACT OR THE PRODUCTS. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO THIS CONTRACT AND THE PRODUCTS SHALL BE LIMITED TO THE MONIES PAID TO SELLER FOR THE PRODUCT(S) IN QUESTION.**

## **10. CONFIDENTIAL INFORMATION; TRADEMARKS AND INTELLECTUAL PROPERTY.**

**Confidential Information.** Buyer acknowledges that all trade secrets, designs, specifications and other Confidential Information (as defined below) which may be disclosed to it by Seller shall at all times, both during and after expiration or termination of this Contract for any reason, remain the exclusive property of Seller and that Buyer shall not acquire any proprietary interest whatsoever therein. "Confidential Information" means all knowledge and information disclosed by Seller to Buyer orally or in writing, or acquired by Buyer through observation, regarding Seller's products, technology, inventions, formulas, know-how, services, forecasts, sales methods, customer lists, customer usages and requirements, financial information, business plans, strategies and future business relationships, disclosed with the exception of such information which: (i) was already part of the public domain at the time of the disclosure by Seller; (ii) becomes part of the public domain through no fault of Buyer (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (iii) was in Buyer's possession prior to the disclosure by Seller and was not acquired, directly or indirectly, from Seller or from a third party who was under a continuing obligation of confidence to Seller; or (iv) is received (after the disclosure by Seller) by Buyer from a third party who did not require Buyer to hold it in confidence and did not acquire it directly or indirectly from Seller under a continuing obligation of confidence. Except as necessary to perform its duties under this Contract, Buyer shall not use or disclose any of such Confidential Information, but shall use the greater of the degree of care required by this Contract or the same degree of care given its own trades secrets and confidential information. Upon

expiration or termination of this Contract for any reason, Buyer shall, within 15 days, surrender to Seller all plans, drawings, specifications, sketches, pictures, films, tapes, computer disks, literature, samples, documents, other tangible objects and all copies thereof relating to trade secrets and other Confidential Information and all of Seller's property. Buyer shall be permitted to destroy rather than return all analyses, extracts, and summaries prepared by Buyer which contain Confidential Information, and such destruction shall be certified in writing to Seller by an authorized officer of Buyer who has supervised such destruction. Nothing in this Contract shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides Seller with broader protection than that provided herein.

**Trademarks and Intellectual Property.** Any use of Seller's trademarks or other intellectual property shall be subject to Seller's prior written approval in each instance and such restrictions as Seller may, in its sole discretion, impose from time to time. Buyer agrees that neither it nor its affiliates will seek to register any trademark, service mark, or trade dress owned by Seller or its affiliates, and if Buyer or any of its affiliates does obtain such a registration, Buyer or its affiliate shall immediately assign the same to Seller. Buyer acknowledges and agrees that Seller owns all right, title, and interest in and to its trademarks and other intellectual property. Buyer shall not, directly or indirectly, reverse engineer Products. Except as otherwise agreed by Seller, Products sold by Buyer shall bear Seller's trademark, and Buyer shall not remove or efface such trademark. Buyer will not repackage the Products in any manner and resell such Products utilizing a different trademark. Any use of Seller's trademarks in advertisements or promotion must be preapproved in writing by Seller. Buyer and its affiliates agree to take all steps which Seller may from time to time consider to be necessary to perfect or protect Seller's rights in its trademarks including, without limitation, executing all necessary assignments, declarations, and other documents requested by Seller from time to time. Upon expiration or termination of this Contract for any reason, Buyer and its affiliates shall take such steps and execute such documents as Seller requests to cause Seller to own all rights in its trademarks and to terminate any rights Buyer may have to use such trademarks. Buyer shall inform Seller promptly of any potential or actual infringement of any of Seller's trademarks and shall provide all assistance and information required by Seller, at Seller's expense, in connection with any such infringement.

## **11. ASSIGNMENT.**

Neither party may assign this Contract without the prior written consent of the other party provided, however, that Seller may assign this Contract in whole or in part to any of its affiliates and/or perform through subcontractors. Subject to the foregoing, this Contract shall inure to the benefit of, and be binding upon, the parties' successors and assigns.

## **12. INDEPENDENT CONTRACTOR.**

Buyer is an independent contractor and neither Buyer nor any of its employees or agents shall be considered an employee or agent of Seller. Neither Buyer nor any of its employees or agents is authorized to incur any obligations or make any promises or representations on Seller's behalf.

## **13. FORCE MAJEURE.**

Seller shall not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Seller's available supply or any other cause beyond Seller's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Seller may, at its option and without liability, prorate its deliveries, cancel all or any portion of the contract to the extent affected by the event of force majeure and/or extend any date upon which performance is due hereunder.

#### **14. SURVIVAL.**

The provisions found in sections 1, 4, 7, 8, 9, 10, 14, and 15 and the warranty and damage limitations in section 6, and any other provision the performance or effectiveness of which naturally survives, shall survive expiration or termination of the parties' agreement for any reason. All of Seller's remedies herein are cumulative and not exclusive of any other remedies available to Seller at law, by contract or in equity.

#### **15. GENERAL ARBITRATION PROVISION.**

Any disputes, claims or controversies arising under or relating to this Contract including but not limited to any tort claims, shall be finally determined by binding arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single, neutral arbitrator selected by mutual agreement of the parties or, if the parties cannot reach an agreement, by the AAA under its standard selection procedures. The arbitration shall take place in Milwaukee, Wisconsin. Judgment on any arbitration award rendered by the arbitrator may be entered in any court of competent jurisdiction.