

BELDEN TOOLS, INC., (DBA BELDEN UNIVERSAL) TERMS, CONDITIONS & PRODUCT WARRANTY

Terms and Conditions for the following brands: "Belden Tools Inc." and "Belden Universal".

1. TERMS/ACCEPTANCE

Unless otherwise specifically agreed in writing by an authorized officer of Belden Tools, Inc., Buyer (herein so called) hereby agrees to comply with the following terms and conditions of sale ("Agreement") in connection with an order for any of the goods, materials, supplies, components, drawings, data or other property described herein (the "Products"). Shipment of Products by Belden Tools Inc., against a purchase order will not constitute acceptance of any terms or conditions set forth in such purchase order. Any additional terms and conditions proposed by Buyer in its purchase order or otherwise are hereby rejected by Belden Tools Inc., and shall not be incorporated into this Agreement. Buyer's assent to this Agreement shall be conclusively presumed from Buyer's failure to object thereto in writing as well as from Buyer's acceptance of all or part of the Products ordered. Proposals to supply equipment are valid for 30 days unless amended by Belden Tools Inc., and Buyer in writing. This Agreement represents the entire agreement of the parties and proposals, negotiations, representations or agreements made or entered into prior to or contemporaneously with this Agreement, whether verbal or written, are excluded. If this Agreement is found to be an acknowledgment and if such acknowledgment constitutes an acceptance of an offer, such acceptance is expressly conditional upon Buyer's consent to this Agreement.

2. SHIPPING AND PRICES

All prices are as stated in the Belden Tools, Inc. sales quote to the customer and specifically override any prices referenced in Buyer's purchase order. Unless otherwise stipulated, all sales are Ex-Works. Belden Tools Inc. plant of manufacture. If Buyer specifies the means of transportation or special handling, Buyer shall be responsible for all related costs.

3. TERMS OF PAYMENT

Standard terms of purchase from Belden Tools, Inc., are net 30 days after delivery or date of invoice, whichever occurs first. Pending the establishment of open credit, Belden Tools, Inc., reserves the right to ship orders C.O.D. or C.I.A. If Buyer fails to fulfill the terms of payment, Belden Tools, Inc., may defer further shipments, or at its option, cancel the unshipped balance. Buyer agrees to pay a service charge of 1.5% per month on all past due invoices, except where law requires lower maximum interest rates, in which case the service charge shall be at the maximum rate permitted by law. Buyer shall pay to Belden Tools Inc., in addition to the

purchase price, the amount of all sales, use, excise, or other taxes, which Belden Tools, Inc., is required to pay in connection with furnishing Products to Buyer.

4. RISK OF LOSS/ACCEPTANCE

Buyer will assume the risk of loss of Products upon Belden Tools Inc.'s delivery to the carrier, at point of shipment. Acceptance shall occur, if not before, when Buyer fails to reject any Products in writing within seven (7) days after delivery of the Products. Buyer may rightfully reject only where a reasonable inspection shows that the Products fail to conform substantially to Belden Tool Inc.'s specifications. Buyer waives its right to revoke acceptance. Title will pass upon full payment of all obligations of the Buyer for the Products.

5. DELIVERY

Shipping dates are approximate, and while good faith efforts will be made to maintain delivery schedules, Belden Tools, Inc. will not be responsible for any delay or damage arising there-from. It is agreed that time is not of the essence.

6. CANCELLATION

Orders shall not be subject to cancellation or modification, either in whole or in part, without Belden Tools, Inc.'s advance written consent. Buyer will contact customer service with any such requests. In the event Belden Tools, Inc. approves a cancellation or modification, Buyer will reimburse Belden Tools, Inc. for all applicable costs incurred in connection therewith, including a reasonable allowance for profit. Unless otherwise approved in writing by Belden Tools, Inc., orders for special Products (as determined by Belden Tools Inc.) may not be cancelled or modified under any circumstances. If a cancellation or modification of a Product is approved, prorated charges, as determined by Belden Tools, Inc., will be assessed. The prorated charge will not exceed 80% of net price(s).

7. RETURNED GOODS

Written approval from Belden Tools Inc. must be obtained before returning Products for credit. Products returned for credit must be sent by prepaid transportation. In the event Belden Tools Inc. manufactured products are returned, a minimum restocking and handling charge of 25% of the net purchase price will be assessed, plus costs for return freight. Special Products are not returnable.

8. WARRANTY AND DISCLAIMER

- Belden Tools, Inc. warrants to each original Buyer of Products manufactured by Belden Tools, Inc. that such Products are free of material and workmanship defects for a period of 1 year from the date of shipment. No warranty is made with respect to (a) any Product which has been repaired or altered in such a way, in Belden Tools, Inc.'s judgment, as to affect the Product adversely; (b) any Product which has, in Belden Tools Inc. judgment, been subject to negligence, accident or improper storage; (c) any Product which has not been operated and maintained in accordance with normal practice and in conformity with recommendations and published specifications of Belden Tools, Inc.; and (d) any Products, component parts or accessories manufactured by others but

supplied by Belden Tools, Inc. (claims on items not manufactured by Belden Tools, Inc. should be directed directly to the manufacturer thereof). To validate the warranty, Buyer must furnish Proof of Purchase with shipment date. Belden Tools, Inc.'s warranty with respect to Products manufactured by it is limited to the repair or replacement, as Belden Tools, Inc. may elect, of any defective part. In addition, Buyer must give Belden Tools, Inc., written notice of such defect within 5 days of its discovery. Installation and transportation costs are not included. Belden Tools, Inc. shall have the option of requiring the return of the defective material, transportation prepaid, for inspection. No allowance will be made for repairs without Belden Tools, Inc.'s written approval. **BELDEN TOOLS, INC. MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

IN NO EVENT SHALL BELDEN TOOLS INC. BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT, INCLUDING NEGLIGENCE), INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR OPPORTUNITIES, DOWNTIME OF MANUFACTURING PLANTS OR MACHINERY, LOSS OF GOODWILL, ETC.; NOR SHALL BELDEN TOOLS, INC.'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR

- (b) THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR PARTS EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS OR PARTS. THIS LIMITATION ON BELDEN TOOLS INC.'S LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE PRODUCTS OR PARTS DELIVERED HEREUNDER, WHETHER BASED ON WORKMANSHIP, LATE DELIVERY, FAILURE OF DELIVERY, OR OTHERWISE. THIS CLAUSE SHALL SURVIVE THE FAILURE OF AN EXCLUSIVE REMEDY.**

9. GENERAL

- (a)** All sales and prices are subject to any Government laws or regulations, now or hereafter established.

Belden Tools Inc. reserves the right to change, discontinue, or modify the design and construction of any Products or to substitute Products equal to or superior to those originally specified in a purchase order. Any product design changes that affect fit, form, or function of the customer application will be subject to customer approval. Product changes that do not affect fit, form, or function can be made at Belden Tools, Inc.'s discretion.

- (c)** Buyer agrees to indemnify, defend and hold harmless Belden Tools, Inc., its agents, officers and employees, from and against any and all losses, claims,

demands or liabilities of every kind or nature, whether in contract or in tort, including claims of negligence or strict liability, in favor of any person or entity, from injury, illness or death of any person or party, or for any property damage (including loss of income, profits, sales or down time) arising out of or incident to the Products.

- (d) Any action for breach of contract hereunder (whether based on warranty, late delivery, failure of delivery or otherwise) must be commenced by Buyer within 1 year after the cause of action has accrued.

- (e) Neither Belden Tools, Inc. nor Buyer shall have any liability hereunder arising from a default, late performance or nonperformance caused by any strike, accident, material or fuel availability, act of God, or any other circumstance of force majeure beyond such party's control.

- (f) This Agreement shall be performable in Cook County, Illinois, and its construction, validity and the rights and obligations of the parties shall be governed by the laws of the state of Illinois.