



**International
Wire**

A PANTHEON ELECTRIC COMPANY

TERMS AND CONDITIONS

**THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS
AS WELL AS THOSE APPEARING ON THE FACE HEREOF:**

1. **ACCEPTANCE.** This purchase order constitutes an offer by Buyer to Seller upon the terms and conditions stated herein and in the body of the order and shall become a binding contract upon acceptance. In all cases this sole order, its terms and/or conditions shall take immediate and lasting precedence over Seller's acknowledgment, documents or company policies or standard operating procedures, without limitation. Buyer is not committed to purchasing any goods specified in this order except for such quantities as may be explicitly set forth on the form of an individual Purchase Order Form or on a separate Material Delivery Schedule issued by Buyer. Seller agrees to permit/allow Buyer's agents to enter Seller's premises at reasonable times as may be necessary to verify Seller's adherence to this Agreement. This does not in any way preclude or relieve the Seller of its obligations to meet the specifications of the purchase order. Right of access by the purchaser, their customer and regulatory authorities to all facilities involved in the order and all applicable quality records. While maintaining the status as a leader in the wire and cable industry, International Wire is committed to managing the business in a manner consistent with environmentally safe practices. To achieve this commitment, we will: Establish targets and objectives aimed at **continually improving** our environmental management system, promote **environmental awareness** throughout the workforce, **comply** with applicable environmental laws, regulations and standards, investigate and encourage **pollution prevention** opportunities and periodically **measure** the effectiveness of our environmental management systems.
2. **PRICE.** Buyer shall not be billed at prices higher than specified on the front of this Purchase Order. Seller represents that each price for items sold under this Purchase Order is the lowest price charged by Seller during the term of this Purchase Order to any other customer for the same or like items in equal or less quantity on similar terms and conditions and that such prices comply with applicable government regulations in effect at time of quotation, sale or delivery. No price increase shall be effective unless Buyer approves the price increase in advance in writing. Seller shall give Buyer written notice of any proposed price increase ninety (90) days prior to the proposed effective date and shall, upon request, document the basis for its request. Any approved price increase will not apply to items past due on the effective date and Buyer will not approve any retroactive price increases. Seller agrees that any price reduction made in any items covered by this Purchase Order subsequent to the placement of this Purchase Order will be applicable to this order. Buyer may pay all discounts provided for on invoices within the time stated on such invoices, which shall be calculated from the date an acceptable invoice is received or the date that the goods are received, whichever is later. The discount period shall not commence on orders for tooling until items for such tooling are received and approved by the Buyer.
3. **DELIVERY.** Time and rate of deliveries are of the essence of this order. Buyer reserves the right to cancel this order without charge and/or reject the goods because of default by Seller in time or rate of delivery. Buyer at its option may approve revisions to this contract, but only when agreed to in writing by the Buyer. Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery Schedule. Goods arriving to Buyer past due or in advance of Buyer's material delivery schedule may be rejected or returned to Seller at Seller's expense, including any administrative costs plus any costs associated with chargebacks from the Buyer's customers. The Buyer may also chargeback to the Seller, lost production time and profit resulting from lack of Seller's timely delivery or performance. Seller shall not reserve a security interest in goods shipped to Buyer.
4. **REJECTIONS.** All goods may be subject to inspection and test by Buyer at place of manufacture or at destination or at both. If any goods are found to be defective or in any way not in conformity with requirements of this order, (including any applicable drawings or specifications), Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense and to receive full reimbursement for any such rejected goods as well as any administrative costs, lost production time costs and other associated costs, or upon written request of Buyer, to receive replacement of any such rejected goods without additional cost to Buyer, but Seller shall be responsible for all of buyer's administrative costs, at the rate of 25% of the value of the rejected goods cost resulting therefrom and/or lost profit from such initial return goods.
5. **BUYER'S PROPERTY.** Unless otherwise agreed to in writing, layouts, models, all tools, gauges, designs, sketches, drawings, blueprints, patterns, dies, specifications, engineering data or other technical or proprietary information, special appliances, and other equipment or materials of every description furnished to Seller by Buyer, or any materials affixed or attached thereto, shall remain the property of the Buyer ("Buyer's Property"). Such property (and whenever practical, each individual item thereof), shall be plainly marked or otherwise adequately identified by Seller as "property of International Wire" and shall be safely stored separate and apart from Seller's property and shall be subject to examination by Buyer. Seller shall not substitute any property for Buyer's Property and shall not use such except in filling Buyer's orders. Buyer's Property, while in Seller's custody or control, shall be maintained in good condition at Seller's expense, shall be held at Seller's risk and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer. Buyer's Property shall be subject to removal at Buyer's written request, in which event Seller shall prepare Buyer's Property for shipment and shall deliver the same to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Any special tooling, the full cost or a substantial portion of the cost of which is included in the price of Buyer's orders, shall upon completion of orders become the property of Buyer. Seller shall return the same to Buyer or make such other disposition thereof as may be directed or approved by Buyer.
6. **PATENT RIGHTS.** Any and all discoveries, inventions and designs, whether or not patentable or subject to copyright, conceived or reduced to practice by Seller or its employees in connection with the supply pursuant to this Purchase Order, of any item as to which Buyer furnishes the specifications, shall be promptly disclosed to Buyer and shall become the property of Buyer. Seller and its employees shall, upon request, execute all papers necessary to assign such discoveries, inventions and designs to Buyer and to cause at Buyer's expense patent applications to be filed thereon in favor of Buyer. The decision as to whether to file patent applications and to prosecute the same shall be made solely by Buyer.
7. **CHANGES.** Buyer shall have the right to make changes in the order by giving notice to the Seller. If such changes cause an increase or decrease in the amount due under the order or in the time required for its performance, an equitable adjustment may be made, and the order shall be modified accordingly. If any quantity ordered on an individual Purchase Order Form or on a Material Delivery Schedule is decreased or canceled by Buyer, it shall be Seller's responsibility to minimize the effects/costs, including diverting material for other uses. Any claim for adjustment must be asserted by the Seller in writing within five (5) days from the date the change is ordered. Nothing contained in this clause shall relieve the Seller from proceeding without delay in the performance of this order as changed. Seller shall not make changes in specifications, physical composition of, or processes used to manufacture goods hereunder with-out Buyer's prior written consent.
8. **ASSIGNMENT AND SUBCONTRACTING.** No assignment of this order shall be binding upon Buyer until Buyer's written consent thereto is obtained. Seller shall not procure or contract for the procurement of any item covered by this order in completed or substantially completed form without first securing the written consent of the Buyer.
9. **INDEMNIFICATIONS.** Seller shall defend and shall indemnify and hold harmless Buyer, its successors, assigns, customers, and the users of its products, from all lots and damage including reasonable attorney's fees, by reason of any and all claims and suits charging damage or injury or charging infringement of any patent, trademark, copyright or other property right arising out of the sale or use of any goods furnished hereunder except that Seller shall have no liability with respect to patent infringement for goods as to which Buyer furnishes complete specifications. Seller shall upon request, provide product liability insurance, naming Buyer as an additional insured, in limits acceptable to Buyer.
10. **WARRANTIES.** By accepting this offer, Seller warrants that all items delivered under this order will be "merchantable" as defined in 2-314 of the Uniform Commercial Code and free from defects in material and workmanship (including damage due to unsatisfactory packaging by the Seller), that all items delivered will be strictly in accordance with Buyer's terms, specifications, drawings and approved sample, if any, and to extent such items are not manufactured pursuant to detailed designs furnished by Buyer, that all items will be free from defects in design and suitable for the intended purposes.
11. **SURVIVAL OF INDEMNIFICATIONS AND WARRANTIES.** Seller's obligations under Paragraphs 9 and 10 hereinabove shall not be deemed to be exclusive, and together with any service warranties and guarantees, if any, shall survive acceptance of the goods, payment therefore and/or termination, and shall run to Buyer, its successors, assigns, customers and the users of its products.



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12. **DEFAULTS - BANKRUPTCY - CANCELLATION.** Buyer may cancel this order in whole or in part: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or a receiver or liquidator for Seller is appointed or applied for, or if Seller admits in writing its inability to pay its debts as they become due, or (b) if any proceeding under any applicable Federal or State bankruptcy or insolvency law is brought by or against Seller, or (c) if, at any time Seller shall default in performance or shall so fail to make progress in the work as to endanger performance hereunder in the sole discretion of Buyer, or (d) if Buyer's customers cancel, (or in any other way render obsolete) requirements for goods specified in this order. After receipt of notice of any such termination, Buyer, at its option, may require the Seller to transfer title and deliver to Buyer any satisfactorily completed work and such work in process and all associated raw materials as the Seller has specifically produced or specifically acquired for the performance of such part of the order as has been canceled. Upon any such termination pursuant to this clause, if the cost of completion of the order is its excess of the contract price, then Seller shall be liable for such excess. However, except with respect to default of subcontractors, the Seller shall not be liable for any excess costs if the failure to perform arises out of circumstances beyond the control and without the fault or negligence of the Seller. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Seller and its subcontractors, and without the fault or negligence of either of them, the Seller shall not be liable for any costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to comply with the order. Buyer shall not be liable for any delay or failure to perform its obligations if delay or failure arises from causes beyond the control of Buyer. The term "causes beyond the control" as used herein may include but is not restricted to acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Seller and its subcontractor or of the Buyer, as the case may be. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the order.
13. **USE OF DESIGNS, DATA, ETC.** Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, completed production parts or other technical or proprietary information furnished by Buyer ("Proprietary Information") and use, such items only in the production of items under this order or other orders from Buyer and not otherwise, unless Buyer's written consent is first obtained. Upon completion or termination of this order, or sooner if requested by Buyer, Seller shall return all Proprietary Information to Buyer or make such other disposition thereof as may be directed or approved by Buyer.
14. **VERIFICATION.** Buyer has the right at any reasonable time and upon reasonable request to verify any data that the Supplier has submitted under this Agreement.
15. **SET-OFF.** Buyer shall always have the right to set off (deduct from payments) any amount owing from Seller to Buyer.
16. **LABOR LAWS.** All goods shall be produced and services rendered under conditions which meet the applicable requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12 (a) thereof, and all applicable Federal, State and municipal laws and regulations governing wages, hours and conditions of labor. Seller shall insert a certificate on all invoices submitted in connection with this order stating that the goods or services were produced or rendered in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12 (a) thereof, as amended. If the order is for more than \$10,000 and is otherwise subject to the Walsh-Healey Act (4) U.S. Code 35-45, the representations and stipulations required by that Act and regulations issued thereunder by the Secretary of Labor are included in all contracts therein specified and are incorporated herein by reference. The Equal Employment Opportunity clause in Section 202, of Executive Order #11246, as amended, is related to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance are incorporated herein by specific reference. The Seller agrees to comply with all provisions of the Occupational Safety & Health Act, and the regulations thereunder and further agrees to hold the Company harmless for any citations or penalties received by the Company as a result of the Seller's activities. International Wire is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A if applicable.
17. **INDUSTRIAL LAWS.** The Seller agrees that neither the Seller nor any of the persons furnishing materials or performing work or services, which are required by this order, are employees of Buyer within the meaning or the application of any Federal or State Unemployment Insurance Law or Old Age Benefit Law or other Social Security Law, any Workmen's compensation Industrial Accident Law or other Industrial or Labor Law and/or local ordinances and regulations affecting employment. The Seller hereby agrees at its own expense to comply with such laws and to be responsible for all liabilities or obligations imposed by any one or more of such laws and/or ordinances and regulations with respect to this agreement and to hold Buyer harmless therefrom.
18. **COMPLIANCE WITH OTHER LAWS.** Seller will comply with all Federal, State and Municipal laws, rules and regulations that may be applicable to this order.
19. **MODIFICATION OF AGREEMENT.** This order contains all the agreements and conditions of these transactions and no agreement or other understanding in any way modifying the terms and conditions hereof will be binding upon the Buyer unless made in writing as a change of the order and signed by Buyer.
20. **CONTINGENCIES.** Buyer reserves the right at its option and without liability either to direct suspension of shipments of materials covered by this order or to cancel this order, in whole or in part, at any time, without charge to the Buyer, where such suspension or cancellation is caused by Government order or Buyer's customers request or other requirements, embargoes, acts of civil or military authorities acts of the public enemy, inability to secure transportation facilities, strikes, differences with workmen, accidents at plant of Buyer or Defense Materials System Priority Regulations or other law or order or regulation or other contingencies beyond control of Buyer.
21. **NO WAIVER OF CONDITIONS.** Failure of Buyer to insist upon strict performance of any of the terms and conditions of this order shall not constitute a waiver of such terms and conditions or a waiver of any default.
22. **NOTICES.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed received when: (a) delivered personally; (b) sent by a nationally recognized overnight courier (with tracking); (c) sent by certified or registered mail, return receipt requested; or (d) sent by email to the address designated by the receiving party, with confirmation of transmission and no notice of delivery failure.
23. **UNITED STATES GOVERNMENT CONTRACTS AND SUBCONTRACTS.** With respect to purchases under United States Government contracts and subcontracts, the parties hereto hereby incorporate as a part of this purchase order all of the clauses set forth or referred to in Section VII of the Armed Services Procurement Regulations (as the same are in effect at any time during the performance hereof) which are required to be included herein by such regulations. Where necessary to make the context of such required clauses applicable to this purchase order, the term "Government" and equivalent phrases shall mean the Buyer and the term "contractor" shall mean the Seller, and the term "contract" shall mean this purchase order. In the event of any conflict between the provisions of any of the clauses of the Armed Services Procurement Regulations hereby incorporated into this agreement and any other terms and conditions of this purchase order, the provisions of the clauses of the Armed Services Procurement Regulations so incorporated shall govern. NOTE: The Armed Services Procurement Regulations are obtainable from the Superintendent of Documents, U.S. Government Printing Office, P.O. Box 371954, Pittsburgh, Pennsylvania 15250.
24. **CONTROL.** Any conflict between the terms hereof and the terms of any Purchase Orders issued by Buyer or any other document issued by Buyer other than an amendment hereto or acknowledgments or other documents issued by Seller, these conditions and terms shall control unless such document is specifically acknowledged by both parties in writing to be an amendment to the terms and conditions hereof.
25. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts in or for St. Louis County, Missouri for all disputes regarding this Agreement or transactions governed by this Agreement.