

STANDARD ELECTRIC COMPANY
STANDARD TERMS AND CONDITIONS OF SALE
(Supersedes and cancels all previous Terms and Conditions)

1. Agreement and Acceptance

These “Terms and Conditions”, and any price list or schedule, quotation, acknowledgment or invoice from Standard Electric Company (“Seller”) relevant to the sale of the products and any associated services (collectively, the “Goods”) and all documents incorporated by specific reference herein or therein (collectively, an “Order”) constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Seller to the party purchasing, directly or indirectly via Seller’s agents or assign, such goods (“Buyer”). No Order shall be binding upon Seller until accepted in writing by an authorized official of Seller. Buyer’s acceptance of the Goods will be deemed to be Buyer’s assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse Orders. When the Order contains provisions inconsistent with the provisions of the invoice (including these Terms and Conditions), these Terms and Conditions shall prevail and any changes in any term or obligation shall be deemed rejected and of no force or effect.

2. Changes to Orders and Time

Material changes to Orders or request for changes in time of delivery (each such request for a change shall be a “Change Order”) will not be made or accepted for Orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Change Orders or request for changes in time of delivery to orders already processed will be entered as new Orders subject to new order freight terms and billed at the price in effect at the time of the change order or request for change in time of delivery. Any Change Order must be submitted in writing to Seller and are subject to Seller’s acceptance and adjustment in price or other terms.

3. Price and Payments

(a) General. Orders are accepted for immediate shipment with the understanding that the material will be billed at the price in effect at time of order acceptance. All written quotations made by Seller are valid for a period of 30 days. All quotations and bids, and the acceptance of all Orders, are subject to final approval of Seller. Where Buyer has designated a specific delivery date, Buyer will be billed for the price in effect at the time of delivery unless otherwise agreed to in writing by and between Seller and Buyer. Prices are subject to adjustments in compliance with any act of government and are stated in U.S. dollars. All prices are subject to change without notice.

(b) Payment Terms. Buyer will make payments to Seller according to the terms and conditions set forth in Seller’s invoice; Seller may, at its sole and exclusive discretion, offer financing or other payment term, and may require Buyer to provide a credit application before offering any such terms. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreement with Buyer in the event Buyer fails to make any payment when due. Buyer shall be liable for all expenses, including

attorney's fees, relating to the collection of past due amounts. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required for future deliveries of the Goods theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Goods sold to Buyer by Seller, which security interest shall continue until all Goods are fully paid. Buyer irrevocably consents to any UCC-1, or any other filing required to

(c) Taxes. Seller reserves the right to add to the sales price of Goods an amount equivalent to any sales taxes, duties, imports, revenue, excise or other taxes which may be imposed and made applicable to Goods.

4. Delivery

(a) General. All shipments routed by Seller are shipped F.O.B. shipping point, with transportation charges pre-paid cheapest way, to any city with the U.S.A. (Except Alaska and Hawaii). Shipments to points outside the U.S.A. and to Alaska and Hawaii are F.O.B. shipping point, with transportation charges pre-paid cheapest way to point of debarkation. All shipments shall be made in accordance with Seller's normal delivery schedule.

(b) Delays. All estimates as to deliveries are based upon conditions prevailing at date of quotation and Seller will use its best efforts to meet the estimated delivery date. In the event that there are delays in deliveries, the Seller shall not be liable therefore and the Buyer agrees to accept such deliveries when made by the Seller. If the Seller is unable to deliver material for account of Buyer's orders or contracts for any cause beyond the reasonable control of Seller (including, without limitation, any of the following causes: inadequacy of labor, fuel, power, materials, facilities, strikes, lockouts, war, epidemic, blockages or embargoes, or acts or requirements of any state or nation) the Seller may cancel or delay (in Seller's sole discretion) the Buyer's order or contract with respect to such material without liability to either party.

(c) Delivery Terms Other Than Via Cheapest Way. Where Buyer directs routings other than the cheapest way (including, if available, expedited shipping), the total transportation costs will be paid by Buyer collect, or upon request pre-paid, with transportation charges added to the invoice. Where Buyer has requested a delivery time other than Seller's normal delivery schedule, Buyer shall pay for all transportation cost necessary to complete delivery when requested.

(d) Documents. A copy of the Bill of Lading will be furnished showing if the Goods were shipped on a pre-paid or collect basis. On all pre-paid or collect shipments, Seller will not allow, assume or refund to Buyer any freight charges erroneously paid by Buyer. Seller reserves the right to charge for special packing, other than standard commercial packing, made at the request of Buyer. On orders requiring special marking, Seller reserves the right to assess a service charge. Seller will not assume, allow or pay special notification charges for cartage, detention, or store door delivery at destination. If special services are requested, any cost will be passed on to Buyer.

(e) Claim for Damages or Loss in Transportation and Shortages. All Shipments are made F.O.B. shipping point. Title to the Goods passes to Buyer on delivery to the common carrier

at shipping point. Acceptance of Goods from a common carrier constitutes a waiver of any claim against Seller for damage, storage or loss. All shipments are governed by the Uniform Commercial Code whereby the risk of loss passes to Buyer at the time the Goods are delivered to the carrier. While the Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions.

(f) Buyer's Inspection Duties. As soon as goods are delivered to Buyer, Buyer shall inspect the goods, whether not the inspection of the Goods is difficult due to size or the Goods or manner of packaging of the Goods. Notice in writing shall be given within 48 hours of receipt of goods of any defects or omissions. Failure to give written notice specifying in detail the objections of the Buyer, within 48 hours after receipt shall constitute irrevocable acceptance of the Goods. Goods subject to complaint must be kept intact and protected until Seller has had a reasonable opportunity to inspect the Goods and arrange for repair or replacement of the Goods. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional costs resulting therefrom. Claims for shortages or other non-conforming goods must be made in writing to Seller within forty-eight (48) hours after receipt of shipment at destination. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

5. Warranties.

Goods purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty offered by the original manufacturer. Subject to other limitations contained in this document, Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship under normal use and regular service and maintenance for a period of one year for the date of shipment of the Goods by Seller, unless otherwise specified by the Seller in writing. **THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE GOODS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.** This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection of design of the Goods and the preparation of Seller's quotation, and in the event the actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be void and without any force or effect.

If within ten (10) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall have the right to inspect and test the Goods at Buyer's plant or other location selected by Seller. If Seller's inspection and testing confirms a warranty defect, Seller shall, at its option, repair, correct, or replace F.O.B. point of manufacture, or refund the purchase price for that portion of the Goods found by Seller to be defective. Any costs, including, but not limited to labor costs, incurred by Buyer in returning Goods to Seller shall be the sole responsibility of Buyer. Failure by Buyer to give such written notice within the applicable period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products.

LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM THAT SELLER BREACHED ANY OBLIGATION (INCLUDING WARRANTY OBLIGATIONS) HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE. IN NO EVENT SHALL SELLER BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE, AND, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY THE BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damage" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the selection or use of Goods is given without charge and solely as a convenience and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's sole and exclusive risk. Seller is a material supplier only, and not a building contractor. Seller is not responsible for architectural plans, job site or field measurements, cost of job site rework, cost of delay damages or other installation costs. No claims by Buyer for installation or removal costs of defective material will be honored by Seller, nor will claims for right to recover by securing substitute goods or any other special, consequential, or incidental damages.

6. **Returned Goods**

No Goods may be returned without first obtaining Seller's Written Return Material Authorization; otherwise Goods will not be accepted. If the return of Goods is made necessary through fault of Seller, and a Written Return Material Authorization is obtained. Seller will give Buyer full credit including return transportation charges. If the return is due to no fault of Seller, a service charge equal to the greater of ten percent (10%) or the manufacturer's charges incurred by Seller for the return will be deducted together with transportation charges paid by Seller. Goods must be securely and carefully packaged so as to reach Seller in good condition. Seller

reserves the right to deduct for any damage sustained in transit. All goods must be in first class, resalable condition. No used, damaged or out-of-date material will be accepted. If any such material is received, it will be returned to Buyer at Buyer's expense.

7. **Excuse of Performance**

Seller shall not be liable for delays in performance or for non-performance due to acts of God, acts of Buyer, war, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocation, laws, regulations, circumstances, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any or the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

If Seller determines that its ability to supply the total for the Goods is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of Goods (without obligation to acquire other supplies of any such Goods) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

8. **Installation**

Buyer shall be solely responsible for receiving, inspecting, testing, storing, installing, starting up and maintaining all Goods.

9. **U.S. Export Control Regulation**

All Goods sold to Buyer are subject to the export control laws of the United States and Buyer agrees not to resell or divert any Goods contrary to such laws.

10. **No Modification**

These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this terms and conditions. No change modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing and signed by the party to be bound.

11. **Governing Law; Choice of Forum**

The validity, performance and all other matters relating to the interpretation and effect of this agreement shall be governed by the laws of the State of Michigan. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Michigan and the parties agree to submit to such jurisdiction. Prior to initiating any suit, Buyer shall be required to initiate good faith negotiation for a period of thirty (30) days to resolve any dispute. If Seller shall prevail, in whole or in part, in any litigation, Seller shall be entitled to recovery of its actual, out-of-pocket fees and costs (including attorneys fees) in addition to any other recovery or remedies available at law or equity.

12. **Assignment**

This agreement or any rights or interest herein may not be assigned by Buyer, delegated or encumbered in whole or in part, or sold or transferred without Seller's prior written consent.

13. **Buyer's Hold Harmless**

Seller shall not be liable for infringement of any patents, domestic or foreign, arising out of use, installation or resale of material to be furnished under this proposal. If such material is manufactured or furnished by the Seller in accordance with the Buyer's instructions or specification, the Buyer will indemnify, defend and hold Seller harmless from liability or expense of any nature or kind whatsoever based on or arising out of any claim for infringement of any patent, trade secret, copyright, or any other intellectual property or moral right of any third party.

14. **Authority of Seller's Agents**

No agent, employee, or representative of Seller, has any authority to bind Seller to any affirmation, representation, or warranty concerning the goods sold, unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this writing, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.