MURRAY BENJAMIN ELECTRIC COMPANY LLC
TERMS & CONDITIONS OF SALE

In consideration of any goods you purchase from Murray Benjamin Electric Company LLC, the seller ("MBE", "we", "us", "our") to the Buyer ("you", "your") your acceptance of a quote and/or purchase is expressly limited to the terms of the quote, sales order and the following Terms and Conditions of Sale (which together with the Purchase Order, are this "Agreement"). This agreement shall not be modified or rescinded and terms expressed herein supersedes all other representations unless authorized in writing by a duly authorized representative of Murray Benjamin Electric Company LLC.

ORDERS & ITEMS
Stock subject to prior sale and are priced for immediate shipment, delayed shipments may incur storage fees.

Quotes and purchases of wire and cable are considered custom to the Buyer. Unless otherwise stated, wire and cable will be shipped in longest available lengths and is subject to variation of quantity +/- 10% unless stated otherwise. Each reel must contain a single, continuous length of material unless explicitly quoted and accepted. Requests for special cut lengths must be requested at the time of quotation.

Changes in customer order requirements are subject to additional reel fees and processing fees.

Certificates of Conformance and Test Data are free of charge and must be requested as a requirement on the Buyers Purchase order. Failure to do so is considered a change in order requirements and are subject to additional fees.

PRICES & FEES
Prices are quoted in US Dollars. All quotes are estimates only, are subject to change without notice. Clerical errors are subject to correction without liability.

Minimum Order: $250.00

Drop Shipping is only available in the continental United States and applicable fees apply.

Drop Ship Fees:
$50 Fee for orders under $1,000
$100 Fee for orders $1,000 or more

All returns to which we consent are subject to a restocking fee.
Specialty Items: Not Available for Cancellation or Return

Restocking Fees:
Stock Items: 25%

Returned Check Fee $50

Expedited order and payment processing is subject to an additional administrative processing fee.

If goods are not shipped within fifteen (15) days after we notify you that they are ready for shipping, for any reason beyond our reasonable control, including your failure to give shipping instructions, we may store such goods at your risk in a warehouse or yard or upon our premises, and you shall pay storage fees in the amount of 2% of the purchase price per month.

PACKAGING
Packaging is to ASTM D3951 – Standard Practice for Commercial Packaging unless stated otherwise at the time of order. Any changes in packaging instructions or requirements will result in an adjustment in the estimated shipping/performance date, shipping fees, and purchase price.

Reels provided are non-returnable and included in the sales price of wire and cable. Unless otherwise requested, shipments may be packaged as coils which are at the discretion of MBE.

SHIPPING & DELIVERY
Shipping date or other applicable performance date is approximate and is estimated based on our immediate receipt of your order and all information and approvals you must furnish. We shall in good faith endeavor to ship goods by the estimated required date. In no event shall we incur any liability whatsoever for damages of any kind arising out of or relating to any delay in delivery.

MBE reserves the right to make partial shipments. Partial shipments may be separately invoiced and must be paid for when due as stated in the invoice without regard to later deliveries. Delay in delivery of any installment shall not relieve you of your obligations to accept remaining deliveries.

Method and route of shipment shall be at our discretion unless you have specified otherwise in writing at the time of order. You hereby agree to pay any additional expense arising from the method or route of shipment you specify and arising from missing information required for shipping and delivery.

Shipping estimates are not included in quote and will be determined at the time of shipment.

Title to and risk of loss of goods pass to you upon delivery to the carrier F.O.B. first shipping point. You shall inspect the goods we provide immediately upon delivery. You shall submit all claims for damages promptly in writing to MBE upon delivery. You shall, upon our request, provide reasonable proof of any claimed damages, and you shall give us an opportunity to investigate. No such claims may be submitted later than ten (10) days following delivery; otherwise, any and all such claims shall be absolutely and unconditionally waived.

MBE's shipping is arranged as Prepaid & Charge unless Collect shipping is arranged on the buyer's account. If no method of transportation is specified, shipment shall be by a reasonable method of transportation that we determine in our sole discretion.

All shipping, regardless of terms requires insurance. MBE is not responsible for lost and/or damaged products on shipments where insurance is excluded (Prepaid & Charge, Collect or Third Party). Buyer takes full responsibility for lost and/or damaged products on any shipments when insurance is excluded.

No shipping containers may be returned to us unless we agree to accept such return in writing in advance, and unless you pre-pay all returned freight. All changes in specifications or the shipping or performance date you request shall only be effective if set forth in a writing by a duly authorized representative of MBE. Any changes in shipping instructions or requirements will result in an adjustment in estimated shipping/performance date, shipping fees, and purchase price.

MURRAY BENJAMIN ELECTRIC COMPANY LLC
TERMS & CONDITIONS OF SALE

You shall bear all costs of reels, boxes, pallets, or other containers used to ship goods sold under this Agreement. Shipping containers may not be returned to us unless we agree to accept such return in writing in advance, and unless you pre-pay all returned freight.

Title to and risk of loss of goods pass to you upon delivery to the carrier F.O.B. first shipping point. You shall inspect the goods we provide immediately upon delivery. You shall promptly submit all claims for defects or shortages in writing to us once we deliver the goods. You shall, upon our request, furnish reasonable proof of any claimed defect, and you shall give us an opportunity to investigate. No such claims may be submitted later than ten (10) days following delivery; otherwise, any and all such claims shall be absolutely and unconditionally waived.

PAYMENT
Your payment of the purchase price for goods we sell to you shall be in the amounts set forth on each invoice. You agree to pay all charges in accordance with the amounts and terms established in our invoices to you. All prices are payable in United States dollars and are subject to change without notice.

Unless already approved by MBE for Trade Credit Terms, all quotes assume payment in full at the time of your order via USD check drawn on a US Bank or ACH. If paying by check, orders cannot be processed until the check is received and cleared, which can take up to 5 business days from the date of deposit.

Customers may expedite orders by requesting that MBE arrange other forms of electronic payment. MBE may charge an additional administrative fee for staff to assist you in the expedited processing of your order.

Accounts must be in good standing at the placement of purchase order, otherwise a 50% deposit may apply.

BANK ACCOUNT CHANGE REQUESTS
Murray Benjamin Electric Company LLC will never request a change to our banking information via email. If any communication is received, requesting a change to our banking details, verify the information BY PHONE by calling 203-705-2100 to confirm any changes before making payment.

TAXES, DUTIES & EXPORTING
Murray Benjamin Electric Company LLC is a wholesaler of military products. MBE's intent is to conduct business with resellers and government entities. It is the customer's responsibility to provide MBE with applicable resale or tax-exempt certificates. MBE does not conduct business with end users where sales tax would be applicable. It is the customer's responsibility to advise MBE if it does not meet the requirements to be exempt from sales tax and to make alternative arrangements. Failure to do so may result in the customer being responsible for remitting applicable sales and use taxes. If we are required to pay any such tax, fee or charge, you shall reimburse us for such amount.

It is Murray Benjamin Electric Company LLC's policy to conduct business with all applicable export laws and regulations. Prices do not include taxes/duties/additional documentation applicable for deliveries outside the United States. It is the customer's

responsibility to file and remit documentation, taxes and duties related to the export of goods. Any additional costs incurred will be added to the invoice at the time of shipment. Purchaser understands, agrees, and accepts responsibility to comply with all US Export rules and regulations.

NON-CONFORMING PRODUCT
Buyer has obligation to advise MBE of damaged goods caused during shipping within 5 days of delivery. Buyer has the obligation to advise MBE in writing within 30 days of delivery of non-conforming product, including but not limited to defects, short lengths, incorrect quantity or incorrect item. Failure to do so constitutes unqualified acceptance.

RETURNS & CREDITS
Returns will not be accepted without an authorized RMA. Only stock items may be considered for return and are subject to a restocking fee/handling charge. Non-stock and specialty items are Non-Cancelable and Non-Returnable. You agree to be responsible for all costs incurred for custom or specially procured items per the terms of your order.

Requests for returns or replacement must be made within 30 days. Once a return has been authorized by MBE, the buyer will receive a Returned Material Authorization (RMA). All returns must be received by MBE within 30 days of the date the RMA is provided, unless authorized in writing by MBE. All items must be returned to MBE in original packaging and in good working order. Material not received by MBE within 30 days of the issued RMA will be subject to payment of the full invoice.

Customers will receive credit on their account for any returns made under this agreement and a Credit Memo will be issued. Credits will first be applied to any outstanding invoices related to the returned items. Any remaining credits may be applied to by the customer for future orders. Customers must request to use the Credit towards future orders, and all credits must be used within 12 months of the Returned Material Authorization date.

WARRANTIES & DAMAGES
MBE distributes but does not manufacture goods and therefore makes no independent warranties other than specifically set forth. No repair of goods or costs are assumed by MBE.

We hereby transfer and assign to you any and all transferable warranties made to us by the manufacturer of the goods and any intellectual property indemnity from the manufacturer of such goods to you. **We make no warranty beyond that provided through such transfer and assignment.** Your sole and exclusive remedy for any alleged defect, failure, inadequacy, or breach of any warranty related to the goods shall be limited to those warranties and remedies provided by the manufacturers of such goods, all of which we hereby assign to you.

DISCLAIMER OF WARRANTIES: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND WE DISCLAIM AND YOU WAIVE, ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY

OUR NEGLIGENCE. YOU ACKNOWLEDGE THAT YOU ARE NOT RELYING ON OUR SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR

MURRAY BENJAMIN ELECTRIC COMPANY LLC
TERMS & CONDITIONS OF SALE

PURPOSE. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES. YOU SHALL NOT RELY ON ORAL

STATEMENTS, AND THEY ARE NOT PART OF THIS AGREEMENT. NO STATEMENTS MADE BY OUR REPRESENTATIVE(S) SHALL CREATE WARRANTY, EXPRESS OR IMPLIED, OR ANY OTHER OBLIGATION WITH RESPECT TO ANY OF OUR GOODS. WE DO NOT AUTHORIZE ANY PERSON, INCLUDING YOU, TO MAKE WARRANTIES OR ASSUME ANY LIABILITY FOR US WITH RESPECT TO THE GOODS. OUR WARRANTY OBLIGATIONS AND YOUR REMEDY ARE SOLELY AS STATED IN THIS AGREEMENT LIMITATION ON YOUR RECOVERY: IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER MORE THAN THE PRICE OF THE GOODS PROVIDED UNDER THIS AGREEMENT FROM US FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT, OR THE SALE, DELIVERY OR USE OF THE GOODS DELIVERED UNDER THIS AGREEMENT, BASED ON ANY THEORY OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY CLAIM FOR PUNITIVE DAMAGES.

LIMITATION OF YOUR DAMAGES: IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER FROM US ANY DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; THE SALE, DELIVERY OR USE OF THE GOODS DELIVERED UNDER THIS AGREEMENT; OR THE USE OR INABILITY TO USE THE GOODS FOR ANY PURPOSE WHATSOEVER, IRRESPECTIVE OF WHETHER THE CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR PUNITIVE DAMAGES.

We shall not be liable for any failure to perform our obligations under this Agreement resulting directly or indirectly from, or contributed to or by acts of God, your acts, civil or military authority, fires, strikes or other labor disputes, accidents, floods, war, terrorism, riot, inability to secure material or transportation facilities, acts or omissions of carriers, or any other circumstances beyond our reasonable control. We shall have no liability under this Agreement other than as expressly provided in this Agreement.

COMPLIANCE

You acknowledge that you are not on, nor are you associated with any organization that is on, any list of entities maintained by the

United States government that identifies parties to which the sale of goods or services is restricted or prohibited. You understand that goods we supply may be subject to the jurisdiction of U.S. export controls and trade sanctions, and you represent and warrant that you shall not violate U.S. export-related laws with respect to goods we supply, and you shall indemnify and hold us harmless for any damages arising from such violations.

You shall comply with all applicable laws, regulations, and ordinances. While we take reasonable steps to ensure that the goods are in conformity with applicable laws and regulations you acknowledge that the goods may be used in various jurisdictions for various applications subject to disparate regulations and therefore that we cannot warrant compliance with all applicable laws and regulations; We disclaim any representation or warranty that the goods conform to federal, state or local laws, regulations, ordinances, codes or standards, except as we may set forth expressly in writing. All goods are sold for commercial use only and are not intended for use by consumers. Accordingly, we disclaim all warranties to consumers.
MBE does not represent or warrant that the products comply with the REACH and ROHS Regulation or the Packaging and Packaging Waste Regulation (PPWR).

GOVERNANCE

This Agreement shall be governed, interpreted and construed according to the substantive laws of the State of Connecticut without regard to principles of conflicts of law thereof and shall not be governed by the Convention on the International Sale of Goods. If any dispute or controversy arises with respect to this Agreement, or any goods provided under this Agreement, such dispute or controversy shall be settled in the state or federal courts located in Stamford, Connecticut, in which case both Parties to this Agreement consent to the exclusive jurisdiction and venue of such courts, and agree that they shall not contest or challenge the jurisdiction or venue of such courts.

Any action for breach of this Agreement or any covenant or warranty must be commenced within one (1) year after the cause of action accrues. You shall not disclose or make available to any third party our data or other confidential, non-public or proprietary information regarding us (including without limitation the prices of goods and shipping costs) without our prior written authorization. shall indemnify and hold us harmless for any damage arising from such violations.