

# TERMS AND CONDITIONS

These Terms and Conditions ("Agreement") govern the sale of products and/or services ("Products") by Angola Wire ("Seller") to the [Name of Buyer] ("Buyer"). By placing an order, Buyer agrees to be bound by this Agreement unless otherwise agreed to in writing by Seller.

**Buyer's placement of an order of Products shall constitute acceptance of these Terms and Conditions.**

1. **PRICES:** Unless otherwise stated herein, prices shall include the Seller's prices for the Products and any shipping charges prevailing at the date of shipment.

2. **TERMS OF PAYMENT:** Net 30 days from date of invoice unless otherwise stipulated in writing by the Seller. Past due accounts will be charged 5% interest per month. If credit is required, such credit will be mutually agreed to by the parties. Orders will not be subject to cancellation or modification, either in whole or in part, without the Seller's written consent.

3. **CREDIT:** Shipments and deliveries shall at all times be subject to the approval by the Seller of the Buyer's credit and the Seller reserves the right, even after partial shipment or partial payment on account of the contract to require from the Buyer satisfactory security for the due performance of the Buyer's obligations. Refusal to furnish such security will entitle the Seller to defer any further shipments until such security is furnished or to cancel the contract or so much of it as remains unperformed without prejudice to any other rights which the Seller may have against the Buyer hereunder. Buyer shall reimburse Seller for all costs of collection, including reasonable attorneys' fees.

4. **PAYMENT FAILURES.** In addition to any other remedy under this Agreement, should the Buyer fail to fulfill the terms of payment under this or any other contract between the Buyer and the Seller, the Seller may defer further shipments until such payments are made or may, at its option, cancel the unshipped balance without prejudice to any other rights which the Seller may have against the Buyer hereunder.

5. **TAXES:** All prices are subject to the addition of any present or future, applicable sales, excise, use or other taxes or duties imposed by any governmental authority. All such taxes and duties, unless otherwise expressly stipulated, shall be added to and become a part of the price payable by the Buyer to the Seller.

6. **TITLE AND RISK:** Unless otherwise agreed to in writing by both parties, all sales are F.O.B. Origin (Seller's shipping point). Title to the products and all risk of loss or damage shall pass to the Buyer upon Seller's delivery of the products to the carrier. Buyer is responsible for all freight, transportation, shipping, and insurance charges from the F.O.B. point. Buyer shall also be responsible for making all claims with the carrier for any loss or damage that occurs in transit.

7. **DELIVERY DATE:** Delivery dates set forth herein are subject to change and are predicated on conditions existing at this time. Seller shall exercise its best efforts to deliver within the time quoted but does not guarantee to do so, and shall not be held responsible for any loss or damage of any kind or nature whatsoever caused by the delay in delivery irrespective of the cause of such delay.

8. **FORCE MAJEURE:** In the event of any delay in the Seller's performance due to fires, strikes, labor disputes, war, civil commotion, epidemics, embargoes, floods, delays in transportation, shortage of cars, fuel or other materials, default or failure of carriers or contractors, shortage of labor, acts of God, acts, demands, requirements or requests of any state or government or to any other cause beyond the reasonable control of the Seller whether or not a kind herein before specified notwithstanding that such cause is operative at the time of making the contract the Seller shall have such additional time within which to perform this contract as may be reasonably necessary under the circumstances Notwithstanding the foregoing, if performance of the contract by the Seller be delayed for a period exceeding thirty days by any such cause either party shall at its option be relieved from further responsibility, that in respect of products manufactured or in process of manufacture at the date of exercise of the option such relief from responsibility shall be subject to the consent of the Seller.

9. **SELLER'S STANDARD PRACTICES AND TOLERANCES:** Except to the extent otherwise agreed in writing all products shall be delivered in accordance with the manufacturer's standard practice and shall be subject to the normal tolerances, variations and limitations of dimension, weight, shape, composition, mechanical properties, structure, quality and service conditions consistent with practical testing and inspection methods. All orders shall be subject to Seller's regular practice concerning over and under shipment.

10. **WARRANTY:** ALL PRODUCTS ARE SOLD ON AN "AS IS" BASIS. THE SELLER MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE, OR NON-INFRINGEMENT. BUYER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO ORAL OR WRITTEN STATEMENT OR REPRESENTATION BY SELLER OR ITS AGENTS SHALL CREATE A

WARRANTY OR EXPAND THIS DISCLAIMER.

11. **BUYER'S DUTY TO INSPECT AND NOTIFY:** The Buyer shall inspect all products immediately upon receipt. The Buyer must provide the Seller with written notice of any product that does not conform to the contract specifications within ten (10) days of receipt. This notice must detail the specific nature of the non-conformity. Failure to provide such notice within the specified period shall constitute an unconditional acceptance of the products.

12. **EXCLUSIVE REMEDY:** If notice is timely given, the Buyer shall hold the non-conforming product for the Seller's inspection. The Seller's sole obligation, and the Buyer's exclusive remedy, for any validated non-conforming product shall be limited, at the Seller's sole discretion, to either: (a) Replacing the non-conforming product; or (b) Issuing a credit or refund for the original purchase price of the non-conforming product. IN NO EVENT SHALL THE SELLER BE LIABLE FOR THE COST OF ANY LABOR, REMOVAL, INSTALLATION, OR VALUE ADDED TO A NON-CONFORMING PRODUCT BY THE BUYER.

13. **LIMITATIONS OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SELLER'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PRODUCT PURCHASED SHALL BE LIMITED TO THE PURCHASE PRICE ACTUALLY PAID BY THE BUYER FOR THE

PRODUCT. THE SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS INTERRUPTION.

14. **ENTIRE CONTRACT:** No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written purporting to modify this Agreement whether contained in the Buyer's purchase order or elsewhere, shall be binding on the Seller unless made in writing and accepted in writing by the Seller.

15. **CONFIDENTIALITY:** Both parties agree to hold in strict confidence any non-public business, financial, or technical information ("Confidential Information") disclosed by the other. The receiving party will not disclose the Confidential Information to any third party and will use it only for purposes related to this Agreement. This obligation does not apply to information that is (a) publicly known through no fault of the receiving party or (b) independently developed by the receiving party.

16. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by the laws of the State of Indiana, without regard to its conflict of law principles. Any action arising under this Agreement shall be brought exclusively in the state or federal courts located in Steuben County, IN, and Buyer consents to such jurisdiction.

17. **INDEMNIFICATION:** The Buyer shall indemnify, defend, and hold harmless the Seller, its affiliates, and their respective officers, directors, employees, and agents (collectively, the "Seller Indemnified Parties") from and against any and all claims, demands, liabilities, losses, damages, judgments, fines, penalties, and expenses, including reasonable attorneys' fees and court costs (collectively, "Losses"), arising out of or in connection with:

a. any breach of this Agreement by the Buyer; any negligent act, omission, or willful misconduct of the Buyer;

b. any breach of this Agreement by the Buyer;

c. the Buyer's use, misuse, handling, storage, resale, or modification of the products; or

d. the incorporation of the products into any other goods or end-products manufactured or sold by the Buyer.

18. **ASSIGNMENT:** Neither party may assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Any purported assignment or delegation in violation of this section shall be null and void.

19. **SEVERABILITY:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, which shall remain in full force and effect.

20. **WAIVER:** No waiver by either party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. The failure of a party to exercise any right or remedy provided in this Agreement shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

21. **RELATIONSHIP:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party shall have the authority to contract for or bind the other party in any manner whatsoever.