



International Wire Group, Inc.

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TERMS and CONDITIONS OF SALE FROM INTERNATIONAL WIRE GROUP, BARE WIRE DIVISION

PRICES - A unit price shall consist of the International Wire (õSellerö) metals base price in effect plus the appropriate fabrication adder, surcharges and any extras charges depending on size, coating, construction and quantity ordered. Material will be billed at Sellerø prices prevailing at time of shipment and are subject to change without notice.

TERMS OF PAYMENT - Where credit is approved, payment will be due Net 30 days from date of invoice. Interest will be charged at 18% per annum after due date.

SPOOLS, REELS AND PALLETS - Deposits are required on all returnable reels, spools, bobbins, pallets and other containers. Said deposits are not included in the unit price for the wire but charged separately on each invoice, and shall be paid in Net 30 days. All such reels, spools, bobbins, pallets and other containers are the property of Seller and title thereto remains with Seller. Possession only is loaned and then for transportation purposes only. All such reels, spools, bobbins, pallets and other containers shall promptly be returned to Sellerø designated location(s). Reels, spools, bobbins, pallets and other containers returned in good condition within twelve months from date of shipment will be credited at the deposit billed; and appropriate adjustment will be made for late or damaged returns. **The return of empty reels, spools, bobbins, pallets and other containers from points emanating within Seller's delivery area in quantities of 5000 pounds and over shall be placed on "International Wire Trucks". Freight costs on all other returns to Seller are the responsibility of the Customer ("Buyer").**

FREIGHT TERMS - On shipments of 5000 pounds net and over within our delivery area, terms are F.O.B. Destination, Freight Prepaid. Shipments outside our delivery area are F.O.B. International Wire Point of Origin, Freight Collect. All shipments under 5000 pounds net are F.O.B. International Wire Point of Origin, Freight Collect.

TAXES - Taxes, (other than income taxes) whether Federal, State or Municipal, now or hereafter imposed in respect to all sales and/or production, treatment, manufacture, delivery or transportation, will be payable by the Buyer, or if paid or required to be paid by the Seller, the amount thereof will be added to and become part of the price payable to the Buyer.

RETURN MATERIAL ó Wire products that prove to be defective may be returned for credit with prior proper authorization. Seller requires Buyer to contact its authorized representative with any complaints. Upon confirmation of the validity of the defect, Seller will issue a RETURN MATERIAL AUTHORIZATION (RMA) number with instructions for shipping the material back to the Sellerø designated location. Any material returned to Seller without a proper RMA number, may be refused and returned to the Buyer at the Buyerø expense.

PRODUCT WARRANTY - IWG warrants solely to the Buyer, that the product(s) sold meet the manufacturer's specification and are free of defects in material and workmanship. This warranty shall be effective for a period of one year following the date of shipment provided that the products 1) are properly handled and stored, 2) have not been subject to misuse, 3) have original packaging and identification, and 4) are consumed within their defined shelf life from date of shipment.

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Buyer shall be responsible for providing prompt notice of any known or suspected product defect and shall cooperate with Seller in the investigation of each such claim. Buyer shall be responsible for returning product to Seller for evaluation. Any product return not received for evaluation within 3 months of initial notice to Seller, shall be voided. All warranty returns must include an RMA number.

If during the warranty period, Seller and Buyer mutually determine and agree that the product(s) are defective in materials and workmanship, the Seller's sole liability and responsibility shall be limited to the sale value of the portion of the product which is agreed to be defective.

Except as expressly provided herein, Seller shall not be responsible or liable for any losses incurred by Buyer and Seller expressly disclaims responsibility and liability for any and all incidental, consequential or special damages, whether direct or indirect. This warranty is strictly limited to the expressed terms hereof and seller expressly disclaims any and all other warranties, whether written or verbal, expressed or implied, statutory or at law, including but not limited to warranties of merchantability or fitness for any particular purpose.

CANCELLATIONS - Cancellation of orders, after the manufacturing process has commenced, may be subject to cancellation or re-stocking fees. In no case are cancellations allowed for non-standard or custom made products once manufacturing of said product has commenced.