

PRIME CONDUIT, INC.
23240 CHAGRIN BLVD., SUITE 405
CLEVELAND, OHIO 44122

TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT. The provisions on the face hereof and these Terms and Conditions of Sale constitute the entire agreement between Prime Conduit, Inc. and Buyer and supersede Buyer's purchase order and all other communications between the parties, whether written or oral. No purported modification or revision of this agreement shall be binding on Prime Conduit, Inc. for any purpose unless evidenced in a writing signed by an authorized representative of Prime Conduit, Inc.
2. PRICES. The products listed hereon shall be invoiced to Buyer at Prime Conduit, Inc.'s prices in effect at the time of shipment. Prices are subject to change without notice at any time prior to the shipment of the products.
3. LIMITED WARRANTY AND SHORT COUNTS. Prime Conduit, Inc. warrants only that the products sold hereunder will conform to the written product specifications for the products as published by Prime Conduit, Inc. from time to time. Prime Conduit, Inc. makes no other warranties, express or implied, with respect to the products, including the implied warranties of merchantability and fitness for a particular purpose, both of which are specifically disclaimed. This warranty is extended to buyer only.

IF BUYER BELIEVES THAT IT HAS DISCOVERED NON-CONFORMING PRODUCTS COVERED BY THIS WARRANTY, OR IF BUYER DISCOVERS A SHORT COUNT IN ANY SHIPMENT BY PRIME CONDUIT, INC., BUYER MUST NOTIFY PRIME CONDUIT, INC. IN WRITING WITHIN 10 DAYS OF RECEIPT OF THE GOODS TO WHICH THE CLAIM RELATES, OR IN ANY EVENT WITHIN 20 DAYS OF THE DATE THAT THE PRODUCTS WERE SHIPPED. Prime Conduit, Inc. will provide goods to meet any short count for which it receives timely notice, but may require verification of any such claim. Defective goods should be shipped to Prime Conduit, Inc. freight prepaid, in accordance with Prime Conduit, Inc.'s defective goods policy which requires prior approval by an authorized Prime Conduit, Inc.'s Manager. Prime Conduit, Inc.'s liability for defective goods, whether based on contract, tort, strict liability, warranty or any other claim, shall be limited to replacement of any goods that Prime Conduit, Inc. finds to be defective with an equivalent amount of goods or at Prime Conduit, Inc.'s sole option, refund of the purchase price. Claims not made within 20 days of shipment shall be deemed to have been waived by buyer.

PRIME CONDUIT, INC. SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFITS, INDIRECT, SPECIAL EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGE DUE TO IMPROPER WIRING, MISUSE OF PRODUCT OR ANY BREACH OF THIS WARRANTY. THIS EXCLUSION APPLIES WHETHER SUCH DAMAGES ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY.

THIS WARRANTY DOES NOT COVER DAMAGE IN SHIPMENT. CLAIMS FOR DAMAGE IN SHIPMENT SHOULD BE MADE TO THE CARRIER IN ACCORDANCE WITH THE TERMS OF THE SHIPPING AGREEMENTS.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, ORAL, OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING IN CONNECTION WITH THE SALE OR USE OF ANY PRODUCT OF PRIME CONDUIT, INC. OR ARISING FROM A COURSE OF DEALING OR TRADE.

4. DELAY AND NON-DELIVERY REMEDY. Prime Conduit, Inc. shall use reasonable efforts to meet shipment or delivery dates, but such dates are estimates only. Prime Conduit, Inc. shall have no liability on account of any excusable delay in the delivery of any products or on account of any excusable failure to manufacture, ship or deliver any products, nor shall Buyer refuse to accept delivery because of any excusable delay. Excusable delays and failures include, but are not limited to, those delays and failures which are directly or indirectly caused by fire, flood, strike or other labor dispute, accident, shortage or unavailability of transportation, shortage or unavailability of labor, material or supplies or by or from regulations, priorities or orders of any governmental authority or by or from any cause, whether or not similar to the foregoing, beyond the reasonable control of Prime Conduit, Inc. Buyer's sole and exclusive remedy for any other delay or failure to manufacture, ship or deliver shall be limited to the return of the products and/or the recovery of any part of the invoice price of said products therefore paid to Prime Conduit, Inc. In no case shall Prime Conduit, Inc. be liable for loss of profits or any incidental or consequential damages on account of any delay in delivery or any failure to manufacture, ship or deliver, whether or not excused hereunder.
5. SHIPPING TERMS. Unless transportation is provided by Buyer, and except as hereinafter provided, all orders are shipped freight prepaid F.O.B. shipping point of origin, orders under specified minimums are subject to freight prepaid and charge. These shipping terms apply only on single shipments of a single order to one destination within the continental United States (within Canada). Excess charges incurred, through special routings, at Buyer's request, will be charged to Buyer.
6. CARRIER LOSS AND DAMAGE: REMEDY. Prime Conduit, Inc. is not responsible for shipments after Prime Conduit, Inc. has tendered them complete and in good order to the carrier. IT IS BUYER'S RESPONSIBILITY TO FILE A CLAIM WITH THE CARRIER FOR LOSS OR DAMAGE. Prime Conduit, Inc. will assist Buyer in collecting claims for loss or damage, but should not accept the goods or sign the receipt until the carrier agent makes a shortage or damage notation on the receipt. If concealed loss or damage is discovered, Buyer should notify the delivering carrier at once and request an inspection. It is imperative that the above procedure be followed in order to compel carriers to make restitution.
7. PAYMENT TERMS. If the financial condition of Buyer becomes unsatisfactory to Prime Conduit, Inc., or Buyer is in default to Prime Conduit, Inc. under any order, Prime Conduit, Inc. may require payment in cash before shipment of Prime Conduit, Inc.'s goods. Any open account balances extending beyond Prime Conduit, Inc.'s stated terms are subject to a 1-1/2% carrying charge each month based on the average unpaid balance.
8. WAIVER. Waiver by Prime Conduit, Inc. of any provision of this agreement shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provisions hereunder, shall remain in full force and effect.
9. APPLICABLE LAW AND JURISDICTION. The Terms and Conditions of Sale are subject to and will be construed in accordance with the laws of the State of Ohio (the Province of Quebec). Prime Conduit, Inc. and Buyer expressly agree that original jurisdiction of any dispute arising under or pursuant to this Agreement shall lie in the Common Pleas Court of Cuyahoga County (in the courts of Quebec), except in the event that Prime Conduit, Inc., in its sole discretion, elects to cause any dispute hereunder to be adjudicated by binding arbitration. In that event, each of the parties hereto shall select one arbitrator, and the two thus selected shall select a third, which three arbitrators shall hear and determine the dispute between the parties according to the Rules of the American Arbitration Association (not included in Canadian invoice), and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction. The arbitration proceeding shall be conducted in Cleveland, Ohio (not included in Canadian invoice.)
10. ASSIGNMENT. Absent the express written consent of Prime Conduit, Inc. any attempt to assign or delegate any right or duty of Buyer arising under this agreement shall be void and of no effect.
11. CANCELLATION CHARGES. Prime Conduit, Inc. will not accept cancellation of this order prior to shipment date or thereafter unless Prime Conduit, Inc. is reimbursed for work completed and materials used, together with all incidental or consequential damages incurred as a result of such cancellation, less any value recoverable from the disposal of such products.
12. TAXES. Prices specified herein do not include any federal, state or municipal sales, use, excise or other taxes. Therefore, in addition to the price specified herein, the amount of any such sales, use, excise or other taxes applicable to the sale of the products covered hereunder shall be paid by Buyer or in lieu thereof Buyer shall furnish Prime Conduit, Inc. with tax-exemption certificates acceptable to said taxing authorities.
13. SEVERABILITY. Each of the provisions of this contract, and of these Terms and Conditions is severable. If any provision, or its application to any person or circumstance, shall be held invalid for any reason, such invalidity shall not affect the enforceability of any other provisions of this contract or the application thereof.
14. PARAGRAPH HEADINGS. Paragraph headings are inserted for convenience only and shall not be deemed to limit or affect the scope of the provisions contained therein.