

CED SALES TERMS AND CONDITIONS

1. Sales:

All sales are expressly conditional on Buyer's agreement to the standard terms and conditions herein. Any of the terms and provisions of Buyer's order which are inconsistent with or in addition to the terms and conditions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after Buyer's receipt hereof, acceptance of the terms and conditions hereof by Buyer shall be indicated, and, in the absence of such notification, the sale and shipment by Seller of the merchandise covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof.

2. Third Party Contract Obligations:

In the event that Buyer has contracted for or otherwise assumed with any other party any obligation or liability to an owner, contractor, construction manager, governmental entity, or any other person or entity responsible for the completion of any portion of any project in which Seller's goods will be used, the parties agree that Seller is not a party to such contract. Therefore, Seller does not assume any liability or obligation – including but not limited to any liability or obligation related to governmental regulations or flowdown terms – under any such contract or agreement. Absent a written agreement to the contrary, signed by an authorized representative of Seller, Buyer releases and agrees to defend, indemnify and hold Seller harmless for any claims of any nature whatsoever related to any obligation, risk, liability or responsibility which was Buyer's under any contract or which was assumed by Buyer towards any owner, contractor, construction manager, governmental entity, or other party involving the goods or work supplied by Seller to fulfill any contractual requirement.

3. Important Notice to Federal Customers or Contractors Regarding Country of Origin:

It is Buyer's responsibility to advise Seller in writing whether there are any requirements regarding country of origin for the goods supplied by Seller. Upon request, Seller will provide country of origin information so that Buyer may determine compliance with any applicable governmental requirements or regulations. By purchasing goods without advising Seller of any country of origin requirements, Buyer represents that it has authority to make such purchase and has complied with all applicable procurement regulations.

4. Warranties:

The goods sold by Seller are products of recognized manufacturers sold under their respective brand or trade name in accordance with their terms and conditions. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of

which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material, design, or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole obligation of Seller. Except as to title, SELLER GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. Seller shall not, under any circumstances be liable for any special, direct, indirect, incidental, exemplary, liquidated, or consequential damages to persons or property arising out of or connected with the transactions contemplated hereby or the design, manufacture, subsequent sale or use of the goods, including, but not limited to, loss of profit or revenues, loss of use of the products, or any associated equipment, cost of capital, cost of substitute products, facilities, service, or replacement power, down time costs, or claims of Buyer's customers for such damages. Seller's maximum cumulative liability relative to all other claims and liabilities, including that with respect to direct damages and obligations under any indemnity, whether or not insured, will not exceed the cost of the goods or services giving rise to the claim of liability. Seller disclaims all liability relative to gratuitous information or services provided by, but not required of seller hereunder. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall indemnify and defend Seller and its suppliers against any such damages.

5. Product Compliance and Suitability:

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of goods for a particular purpose. Certain goods may not be available for sale in all areas. Seller does not guarantee compliance or suitability of the goods it sells with any laws, codes or regulations, nor does Seller accept responsibility for construction, installation and/or use of goods. It is Buyer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the goods are compliant. **ABSENT ADVANCE WRITTEN SELLER ACKNOWLEDGEMENT NOTHING SELLER SELLS IS FOR USE IN CONNECTION WITH SAFETY-RELATED APPLICATIONS OF A NUCLEAR FACILITY OR ANY HAZARDOUS ACTIVITY WHERE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR PROPERTY.**

6. Intellectual Property

Upon prompt notice by Buyer of any claim of U.S. patent, copyright, or trademark infringement with respect to any goods, Seller will use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may customarily give with respect to such goods. This section sets forth Buyer's sole and exclusive remedy against Seller regarding the infringement by any goods of any third party intellectual property rights, including, without limitation, any patents or trademarks.

7. Export Controls and Anti-Corruption:

Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. Buyer shall also comply with applicable laws and regulations relating to anti-corruption, including, without limitation, the United States Foreign Corrupt Practices Act (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance and laws in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

8. Delivery, Title and Risk of Loss:

Delivery dates are approximate and based upon receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title and risk of loss or damage will pass F.O.B. point of shipment to Buyer and each shipment or delivery shall be considered a separate and independent transaction.

9. Excusable Delays:

Seller will notify Buyer promptly of any material delay and will specify the revised delivery as soon as practicable. Seller shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform as a result of acts of God, fire, acts of civil or military authority, governmental priorities, strikes or other disturbances, floods, epidemics, war, riots, delays in transportation or car shortages, or inability on account of causes beyond the reasonable control of Seller to obtain necessary materials, components, services or facilities, or any other cause beyond Seller's reasonable control. In the event of any such delay there will be no termination and the date of delivery or performance shall be extended for a period equal to the time lost by the reason of the delay.

10. Cancellation:

Unless the cancellation is due to a default by Seller, once an order is placed with and accepted by Seller, the order cannot be cancelled, unless Seller consents in writing. If an order is cancelled, Buyer shall reimburse Seller for any cost it incurs as a result of such cancellation, including but not limited to cancellation or restocking fees.

11. Returns:

Merchandise is not returnable without the written consent of Seller. Requests for permission to return must be made within thirty days after receipt of shipment. Seller will assign an authorized number for approved returns which must appear on both the customer's shipping container and the related debit memo. Only current items in their original cartons standard package quantities are subject to return. All unauthorized returns will be sent back to Buyer at Buyer's expense. Return shipments must be pre-paid and shipped in accordance with the instructions set forth on the return authorization form. Credit will be issued, less any transportation charges and service charges, to cover handling, inspection, counting, repacking, etc.

12. Payments and Financial Conditions:

Unless otherwise provided, deduct percentage cash discount shown in C/D column from total due (which is intended to include sales tax, if any is charged) if paid by 10th of the month following purchase, otherwise net payment is due by the 15th of the month following purchase.

A service charge of 1 1/2% per month, but not to exceed the highest amount allowed by applicable state law, shall be made on all sums due Seller that have not been paid within thirty (30) days from the invoice date, and Buyer agrees to promptly pay said service charge. If Seller commences litigation or employs attorneys to collect payment of any amounts due it from Buyer, Buyer agrees to pay reasonable attorney's sums which may be due.

Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. If Seller consents to delay shipment after receipt of any specially ordered products, payment shall become due on the date when Seller is prepared to make shipment. In the event of any such delay, products shall be held at Buyer's risk and expense.

Any order for products by Buyer shall constitute a representation that Buyer is solvent and has the ability to pay its obligations as they become due. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at anytime prior to shipment.

If Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency, or in the event any proceeding is brought against Buyer, voluntary or involuntary, under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and shall receive reimbursement for its proper cancellation charges. Seller's rights under this article are in addition to all rights as they are available to it at law or in equity.

13. Disclosure of Information:

Any information, suggestions or ideas transmitted by Buyer to Seller in performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing and signed by a duly authorized representative of Seller.

14. Electronic Interchange of Data:

If Buyer and Seller mutually agree to use an electronic method or system to facilitate purchase and sale transactions, Buyer agrees that it will not contest: (i) any contract of sale resulting from such electronic means of data exchange under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of electronic records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. Buyer and Seller will negotiate and agree on technical standards and methods to use in making electronic purchases, and will use reasonable security procedures to protect electronic records from improper access. In the event of a conflict, the business records maintained by Seller regarding electronic purchases made by customer shall be deemed to be conclusive.

15. Taxes:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added or other similar tax applicable to the price, sale, or delivery of any product or services furnished hereunder, or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities.

16. Claims Against Seller:

In order to give Seller a reasonable opportunity for investigation, any claim by Buyer against Seller based wholly or in part upon, or any manner related to this agreement and/or merchandise sold hereunder, shall be made in writing and delivered to Seller within (30) days after the date of sale or occurrence giving rise to the claim, whichever shall be later; otherwise such claims shall be waived. Each notice of claims shall set forth fully the facts on which the claim is based. Any action based on such claim, or otherwise arising hereunder, must be commenced and prosecuted within two years after the cause of action has accrued.

17. General:

Any products delivered by Seller hereunder will be produced in compliance with the Fair Labor Standards Act of 1938 as amended and applicable. Seller will comply with applicable Federal, State, and local laws and regulations as of the date of any quotation, which relate to (i) non-segregated facilities and Equal Employment Opportunity (including the seven paragraphs appearing in Section 202 of Executive Order 11246 as amended) and (ii) Worker's

Compensation. Price and, if necessary, delivery will be equitably adjusted to compensate Seller for the cost of compliance with any other laws and regulations.

The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void. Any representation, promise, course of dealing, or trade usage not contained or referred to herein, will not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller's authorized representative. The validity, performance and all matters relating to the interpretation and effect of this agreement or any amendment hereto shall be governed by the Uniform Commercial Code as in effect in the state in which Seller's place of business is located. Waiver by Seller of any default by Buyer hereunder shall not be deemed a waiver by Seller of any default by Buyer which may thereafter occur.

18. 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.

Rev. 10/2014