PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order will become a contract upon receipt by Genex Cabling Products ("Genex") of Sellers acceptance. Acceptance can be a written acknowledgment by the Seller or telephone confirmation. In any event, shipment by Seller of all or any part of the products covered by this Purchase Order shall constitute acceptance by Seller of the Purchase Order and all terms thereof. Prior to acceptance by Seller, Genex may withdraw or modify this Purchase Order.

This agreement between Seller and Genex (the "Order Contract") with respect to the products described in this Purchase Order shall consist of the terms contained in this Purchase Order together with any additions or revisions of such terms mutually agreed to in writing by Seller and Genex. Genex shall not be bound by any additional or different terms, whether printed or otherwise, in Seller's acceptance or invoice or in any other communication from Seller and Genex, unless specifically agreed to by Genex in writing. The Order Contract shall be for the benefit of Seller and Genex and not for the benefit of any other person. Prior courses of sealing and verbal agreements not reduced to a writing signed by Genex to the extent they modify, add to or detract from the Order Contract, shall not be binding on Genex.

Price is F.O.B. the "Ship To" location on the Purchase Order unless otherwise stated on the Purchase Order. Price includes all taxes unless specified on the Purchase Order. Title to and risk of loss of the products pass to Genex upon delivery to the "Ship To" location designated on the Purchase Order.

Shipping date is firm and time is of the essence of this Purchase Order. Seller shall not have the right to make partial shipments without the express written consent of Genex. Genex may accept late delivery or obtain similar goods elsewhere and recover cost and any incidental and consequential damages. Genex shall have no liability for excess goods shipped subject to normal manufacturer's allowances. Such allowances in the case of wire and cable are plus 10% and minus 10%. Total purchase price will equal the unit price multiplied by quantity shipped by Seller.

If no packaging, loading, or bracing requirements are stated on the Purchase Order, Seller will comply with minimum specifications for the method of transportation specified. If no method of transportation is specified on the Purchase Order, shipment will be by a reasonable method of transportation to arrive by the date required.

In addition to warranties that may be provided by law, Seller warrants to Genex that the products at the time of shipment will be in accordance with specifications referred to on the Purchase Order and, in any event, be free from defects in material and workmanship.

Seller and Genex shall not be liable for any failure to perform their obligations under the Order Contract resulting directly or indirectly from or contributed to by acts of God; acts of civil or military authority; fires; strikes or other labor disputes; floods; epidemics; war; riot; or other circumstances beyond Seller's or Genex's reasonable control.

Seller will hold Genex harmless against any rightful claim of any third party by way of infringement of any United States Letter patent by the products. In addition, Seller will hold Genex harmless from and against any loss, cost, damages, or liabilities, including attorney's fees and costs, resulting from the products sold hereunder.

This Purchase Order shall be governed by the Uniform Commercial Code as adopted by the State of Illinois, as effective and in force on the Purchase Order date. Wherever a term defined by said Uniform Commercial Code is used in these Terms and Conditions, the definition contained in the Uniform Commercial Code shall control. Any action for breach of the Order Contract or any covenants or warranty must be commenced within two years after Genex resells the products.

Seller agrees to comply with Executive orders 11246, 11625, 11758, and 11701, and all other applicable federal and state laws.

Revised 6/14/2013