

TERMS AND CONDITIONS OF SALE

Your purchase order is accepted but acceptance is expressly conditioned upon acceptance by you of the terms and conditions contained herein. The Seller, Genex Cabling Products ("Genex") is not bound by any terms on Buyer's order which attempt to impose any condition at variance with Genex's terms which are included herein unless specifically agreed to by Genex in writing. Genex's failure to object to provisions contained in any of Buyer's forms shall not be deemed an acceptance of any of Buyer's terms or a waiver of the provision of Genex's terms and conditions which shall constitute the entire, final and exclusive statement of the Sales Contract between the parties.

The agreement between Genex and Buyer (the "Sales Contract") with respect to the products described in this acknowledgement ("the products") shall consist of the terms contained herein together with any additions or revisions of such terms mutually agreed to in writing by Genex and Buyer. The Sales Contract shall be for the benefit of Genex and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Genex to the extent they modify, add to or detract from the sales contract, shall not be binding on Genex.

The Sales Contract may not be modified or rescinded except by a writing signed by Genex and Buyer. If all or part of the Sales Contract is terminated by such modification or rescission, Buyer in the absence of contrary written agreement between Genex and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus reasonable profit on the entire quantity ordered. Cost shall include any amount Genex must pay to its suppliers due to any termination by Genex of a purchase order for products intended for buyer.

Buyer shall pay the purchase price within thirty (30) days from date of shipment unless otherwise stated on the front side hereof. Cash discounts do not apply to cases, reels, spools, or transportation charges. With respect to products from locations within the U.S.A. to locations within the U.S.A., price is F.O.B. first point of shipment unless otherwise stated on the front hereof. Title to and risk of loss of the products pass to Buyer upon delivery to carrier. With respect to products shipped from locations within the U.S.A. to locations outside the U.S.A., such products shall be shipped F.O.B. Destination and legal title to, control over and right to possession of the products described in this (invoice) (purchase order) (order confirmation) shall remain Genex's. Accordingly, all risk of damage to or loss or destruction of the products shall be borne by Genex until shipment by the carrier to the Buyer at the port of entry outside the United States. Costs for insurance, freight, duties and other costs from the port of exit, shall be borne by Genex, and shall be reimbursed by the Buyer as part of the purchase price unless otherwise expressly agreed. All charges caused by Buyer's delay in taking possession of goods at the point of delivery shall be borne by Buyer. Any other shipping terms used shall be for shipping purposes only and shall not change the legal relationship described above requiring that title remain with Genex until port of entry outside the United States. In the event the Buyer fails to pay the total purchase price within said 30 day period, Genex shall be entitled to collect an interest charge of the lesser of 1.5% of the unpaid purchase price per month or the maximum amount allowed by applicable laws. Genex shall also be entitled in addition to all other remedies available at law or in equity to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this Sales Contract.

Any tax or other governmental charge upon the production, sale, shipment or use of the products which Genex is required to pay or collect from Buyer shall be paid by Buyer to Genex, unless Buyer furnishes Genex with exemption certificate acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.

Shipping date is estimated on the basis of immediate receipt by Genex of Buyer's purchase order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays, direct or indirect, resulting from or contributed to by circumstance beyond Genex's reasonable control. Genex will in good faith endeavor to ship by estimated shipping date. Genex shall have the right to make partial shipments. All changes in specifications or estimated shipping date will be by mutual written agreement of Genex and Buyer and where such changes affect Genex's time or cost of performance, an equitable adjustment is estimated shipping date or purchase price, or both will be made.

Unless otherwise specified on the front side hereof, quantities are subject to normal manufacturer's allowances. Such allowances in the case of wire and cable are plus 10% and minus 10%. The purchase price will equal the unit price multiplied by the quantity shipped.

Genex warrants to Buyer that the products at time of shipment will be commercially free from defects in material and workmanship and will be materially in accord with specifications referred to on the front hereof or otherwise specifically agreed to in writing by the parties hereto. Genex passes and assigns to Buyer the warranties made to Genex by its suppliers to the extent permitted by such warranties and Genex's warranty in its entirety shall be deemed limited by and shall not extend beyond such warranties. The length of the warranty period will be the length established by the manufacturer of the products and shall in no event extend beyond one year from date of shipment. Buyer shall proceed exclusively and directly against such supplier at Genex's request. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse or abuse, neglect, accident, damage, or improper installation or maintenance. Buyer will inspect the goods upon delivery and will promptly notify Genex in writing of any defect in the products. Genex's sole obligation under these warranties will be limited to either, at Genex's option and expense, repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which Genex reasonably determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of Genex. All claims for shortages shall be submitted in writing to Genex within thirty (30) days from date material is received by Buyer, otherwise such claims shall be irrevocably waived. No agent, employee, or representative of the Genex has any authority to bind CPI in any representation, affirmation or warranty concerning the products and any such representation, affirmation or warranty shall not be deemed to have become a part of the basis of this Sales Contract and shall be unenforceable. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESSED OR IMPLIED.**

IN NO EVENT SHALL GENEX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, nor shall Genex's liability on any claims for damages arising out of or connected with the Sales Contract or the manufacture, sale, delivery or use of the products exceed the purchase price of the products. Genex shall not be liable for any failure to perform its obligations under the Sales Contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; acts of civil or military authority; priorities; fires; strikes or other labor disputes; accidents; floods; epidemics; war; riot; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Genex's reasonable control, whether similar or dissimilar to the foregoing.

Installation shall be by the Buyer, unless otherwise specifically stated in the specifications which are part of the Sales Contract. Final inspection of products prior to installation thereof will be the obligation of Buyer.

This acknowledgement and Sales Contract shall be governed by the Uniform Commercial Code as adopted in the State of Illinois as effective and in force on the contract date. Wherever a term defined by said Uniform Commercial Code is used in these Terms and Conditions of Sale the definition contained in the Uniform Commercial Code is to control. Any action for breach of the Sales Contract or any covenant or warranty must be commenced within one year after the cause of action accrues.