

TERMS AND CONDITIONS

CABLE DEVICES, INC. DBA CABLE EXCHANGE ("SELLER") ACCEPTS YOUR ORDER ON THE EXPRESS CONDITION THAT YOU ("BUYER") AGREE TO THE TERMS AND CONDITIONS BELOW

(THE "TERMS"), AND NO OTHERS. YOUR PURCHASE ORDER AND/OR ACCEPTANCE AND RECEIPT OF SELLER'S GOODS OR SERVICES SHALL CONSTITUTE YOUR AGREEMENT TO EACH OF THE TERMS. SELLER SHALL NOT BE BOUND TO YOUR DIFFERENT OR ADDITIONAL TERMS UNLESS SELLER ACCEPTS SUCH TERMS IN A WRITING SIGNED BY AN AUTHORIZED OFFICER OF SELLER SPECIFICALLY REFERENCING SUCH ADDITIONAL TERMS.

1. Prices: Unless otherwise agreed in writing, all prices and charges specified herein are based on U.S. dollars, FOB origin and are effective for the longer of: (a) the time period set forth in Seller's written quotation for the goods; or (b) thirty (30) days from the date of the quotation. Transportation shall be by common carrier, at Buyer's risk and expense. If the delivery date is postponed by Buyer, Seller shall have the right to adjust the price of the undelivered goods to Seller's price at the time of shipment.

2. Taxes: Any sales, use, excise, customs, or value added tax which may be imposed upon the sale or use of the goods or any property tax levied after readiness to ship or any excise or customer tax, license or similar fee required under this transaction shall be in addition to the quoted prices and shall be paid by Buyer. If Buyer is exempt from any taxes, Buyer shall furnish to Seller an appropriate tax exemption certificate in a form acceptable to the taxing authority.

3. Payment:
(a) Unless otherwise agreed by Seller in writing in advance, payment terms are net thirty (30) days from date of invoice subject to Seller's internal credit review process. A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall apply to the portion of Buyer's outstanding balance which is not paid when due. If legal action is taken by Seller to collect any past due amount, Buyer shall be liable for Seller's reasonable attorneys' fees, plus all other related costs and expenses.

(b) Unless otherwise agreed in writing, payment on export orders shall be made by an irrevocable confirmed letter of credit payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in amount equal to the full purchase price of the goods and shall be established in a bank acceptable to Seller.

4. Delivery, Risk of Loss, Shipment, and Acceptance:

(a) Delivery dates specified herein or otherwise communicated to Buyer are approximate only and are based on conditions at the time Seller accepts Buyer's purchase order. Seller may, without any liability to Buyer, extend delivery dates for good cause, including shortages of raw materials.

(b) Delivery shall be complete upon transfer of possession of the goods to a common carrier, FOB origin or FCA factory, as the case may be, whereupon title and all risk of loss, damage or destruction to the goods shall pass to Buyer.

(c) In the absence of Buyer's specific written instructions, the carrier will be selected by Seller. In no event shall Seller be liable for any delay in delivery by the carrier, nor shall the carrier be deemed an agent of Seller.

(d) Seller reserves the right to make partial shipments and to submit invoices for partial shipments. For all cable sales, Seller also reserves the right to ship overages of weight, length, size and/or quantity (not to exceed five percent (5%)) or as quoted, unless Buyer advises Seller in writing not to ship quantity variances prior to or at the time of Buyer's order.

(e) All goods shall be subject to inspection by Buyer upon delivery to determine conformity with Buyer's order and Seller's advertised or published specifications. Goods not expressly rejected in a writing delivered to Seller within fifteen (15) days of delivery shall be deemed to have been accepted by Buyer. Goods are only subject to rejection by Buyer for nonconformance with either (i) Buyer's order or (ii) Seller's advertised or published specifications.

5. Changes; Cancellation and Returns: Orders accepted by Seller are not subject to change or cancellation by Buyer after materials have been ordered or manufacturing commences, except with Seller's written consent and upon Buyer's payment of all costs or losses incurred by Seller. Unless otherwise agreed in writing, such charge shall not be less than fifteen percent (15%) of the price of the goods subject to the change or cancellation. Goods may not be returned without Seller's prior written authorization.

6. Warranty:

(a) Seller's only warranties to Buyer are that on the date of shipment, all goods manufactured by Seller shall be free from defects in material and workmanship under normal use and service.

(b) No warranty extended by Seller shall apply to:

- any goods which have been modified or altered by persons other than Seller; or
- any goods subjected to any misuse, neglect, improper storage or handling, installation or accidental damage; or
- any goods manufactured by a third party.

Seller's exclusive obligation under this warranty is, at Seller's option, to repair the defective goods, to supply replacement goods free of charge (FOB origin or FCA factory, appropriately), to refund to Buyer the purchase price paid for the defective goods, or to grant credit for the value of any goods found to be defective under this warranty in installment sales. Seller shall not reimburse or make any allowance to Buyer for any labor charges incurred by Buyer for replacement or repair of any goods unless such charges are authorized in advance in writing by Seller.

(c) This warranty is made on the condition that Buyer gives Seller immediate written notice of any defect (notice must be delivered to Seller within 30 days from the date of shipment), that Buyer gives Seller access to the goods and Buyer's relevant records and data, and that Seller's inspection reveals that Buyer's claim is valid under the terms of this warranty. No returns will be accepted by Seller unless accompanied by Seller's Return Material Authorization.

(d) With respect to third party goods, Seller's only warranty to Buyer is that such goods are free of any rightful claims of their manufacturer. To the extent any warranties extended to Seller by their manufacturer are transferable; Seller shall transfer such warranties to Buyer.