



## TERMS AND CONDITIONS OF SALE

**Buyers Acceptance** - All orders received by Omni Cable Corp. are subject to the following Terms and Conditions of Sale. Purchase orders can be accepted only by an authorized representative of Omni Cable and are not effective or binding until approved by Omni Cable. Any additional Terms and Conditions proposed by Buyer in its purchase order or by other writing are not accepted by Omni Cable and are not considered part of the Agreement. These Terms and Conditions shall apply to all of Buyer's purchase orders, regardless of any provisions in any Buyer's purchase orders or other business forms. Omni Cable's Terms and Conditions of sale constitute the entire Agreement between Omni Cable and our customers and notice of objection to any different or additional terms is hereby waived. Omni Cable's Terms and Conditions may not be modified except by written agreement signed by both Buyer and an Executive Vice President of Omni Cable. No modification of this Agreement shall be accepted. These Terms and Conditions supercede all previous Terms and Conditions and are subject to change at any time without prior notice.

**Acknowledgement** - Omni Cable will issue an order acknowledgement form upon acceptance and authorization of a purchase order. The acknowledgement constitutes the entire agreement between Omni Cable and the Buyer and supersedes any previous agreements. Prices and delivery dates stated on said order acknowledgement shall prevail in the event of a discrepancy between the acknowledgement and the Buyer's written order.

**Prices** - Prices and charges per applicable quotation are stated in U.S. dollars unless otherwise noted. Prices are subject to any price adjustment necessitated by Omni Cable's compliance with applicable government, laws or regulations. Buyer's order is subject to Omni Cable's applicable Pricing Policies (to be determined in Omni Cable's sole discretion) as follows:

- Firm Price:** All shipments will be invoiced at the price quoted upon quotation and the order acknowledgement, are not subject to change on date of shipment. Should shipment be deferred by Buyer beyond two months from date of order acknowledgement, shipments will then be invoiced at Omni Cable's price in effect on date of shipment.
- Price in Effect:** All shipments will be invoiced at Omni Cable's price in effect on the date of shipment.
- Price Exception for Metals:** All shipments will be invoiced at the prices agreed to on the quotation and the order acknowledgement except for adjustments either upward or downward for the price of metals on date of shipment. Should shipment be deferred by Buyer beyond two months after the date of order acknowledgement, shipments will be invoiced at Omni Cable's price in effect on date of shipment.

**Taxes** - Any tax or other governmental charge upon the production, sale, shipment, or use of the product, which Omni Cable is required to pay or collect from Buyer, shall be paid by Buyer unless, prior to shipment, Buyer has furnished Omni Cable with a tax exemption certificate acceptable to the appropriate taxing authority.

**Payment** - Pro rata payments are due as shipments are made. If shipments are delayed by Buyer, payments are due from the date when Omni Cable is ready to ship. If fabrication is delayed by Buyer, payment shall be made based on the contract price and percentage of the product completion. Products held for Buyer shall be at the risk of and at the expense of Buyer.

**Terms of Payment** - Domestic Shipments - Net 30 (Written Credit Approval Required); Export Shipments Unless otherwise approved by Omni Cable's Credit Department, all export sales must be secured by a cash in advance wire transfer of funds or irrevocable bank letter of credit (US Dollars).

**Returns** - It is Omni Cable's policy that all items eligible for a Return Material Authorization must meet the following terms and conditions. Any request for a return must be made within 60 days of the item invoice date. Any material returned without Omni Cable RMA documentation cannot be processed and will remain the responsibility of the customer. Omni Cable is not responsible for any material damaged during transit. Damaged freight will be refused at our dock. All Value-Add items such as material striped, twisted, paralleled or lashed are considered processed and no longer eligible for return. Material cut to length or otherwise modified to customer specification, obsolete, discontinued or close out items and any material not passing Omni Cable inspection does not qualify for return credit. Omni Cable reserves the right to change this policy at its discretion.

**Cancellation / Default** - Orders will not be cancelled or modified in whole or in part, after Omni Cable has issued its acknowledgement to Buyer, without Omni Cable's written consent. Any cancellation or modification may be subject to a payment of a reasonable and proper cancellation charge that will reimburse Omni Cable for the applicable costs incurred by virtue of the order, including but not limited to cost of materials and a reasonable allowance for profit. NON-STOCK AND SPECIAL MADE-TO-ORDER PRODUCTS AS IDENTIFIED ON THE ORDER ACKNOWLEDGEMENT ARE NOT SUBJECT TO CANCELLATION BY THE BUYER UNDER ANY CIRCUMSTANCES.

**Disclaimer of Warranties** - OMNI CABLE MAKES NO EXPRESS OR IMPLIED WARRANTY, STATUTORY OR OTHERWISE, CONCERNING ANY PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF MERCHANTABILITY, OR ANY WARRANTY AS TO QUALITY OR CORRESPONDENCE WITH A DESCRIPTION OR SAMPLE.

**Manufacturers' Warranties** - Product may be covered, to the extent available, by warranties that are extended by the manufacturer of the product. Copies of applicable warranties are available upon request. Please contact your local Omni Cable sales office for details. Buyer acknowledges that any applicable warranties are the warranties of the manufacturer of the product only, not warranties of Omni Cable, and that any claim brought by Buyer with respect to these warranties will be brought against the manufacturer.

**Limitation of Liability** - Neither party shall be liable for any lost profits or any special, indirect, incidental, or consequential damages. The remedies of Buyer set forth herein are exclusive, and the liability of Omni Cable with respect to any contract or sale, or anything done in connection therewith, whether in contract, in tort under any warranty, or otherwise, shall not exceed the price of the product or part of the product upon which such liability is claimed.

**Governing Law** - This Agreement, the relative rights and obligations of the parties arising out of or relating to this Agreement and any other matter referred to in this Agreement, and the terms and provisions of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, without giving any effect to any choice or conflicts of law provision or rule that would result in the application of the laws of another jurisdiction.

**Error, Mistake or Assignment** - Omni Cable reserves the right to correct any clerical or human error made in the preparation of quotations, orders, acknowledgements or invoices. Corrections shall be considered as binding amendments to the original contract of sale. No agreement is assignable without the prior written consent of Omni Cable. Any attempt to assign any of the rights, duties or obligations of this Agreement without such signed written consent shall be void. The Buyer acknowledges that Buyer has read this Agreement, understands it and agrees to be bound by its Terms and Conditions.

**Reels** - Non-returnable wooden/plastic reels are used whenever possible and are normally included in the sales price of the wire. Wooden/plastic reels may be returned to Omni Cable for recycling. Buyer must contact the local Omni Cable sales office for details. Returnable steel reels are loaned for transportation and installation purposes only and remain the property of Omni Cable. Returnable steel reels are not included in the price of wire and shall be charged separately. All returnable steel reels are subject to the following terms:  
**Deposit:** A deposit is required for each returnable steel reel loaned by Omni Cable. Deposits are charged as a separate item and invoiced to the Buyer at time of shipment.

**Refund of Deposit:** A full refund of Buyer's deposit will be made when steel reels are returned in good condition within one (1) year from date of shipment. Reels returned after one (1) year from date of shipment or in poor condition may be subject to a reduced credit. No steel reels may be returned without a prior written authorization signed by an authorized representative of Omni Cable.

**Tolerance on Shipping Lengths and Quantity** - All Omni Cable products will have shipping tolerances as detailed below, unless otherwise agreed upon prior to receipt of an order:

- Authorized Stock Products -0 + 10%

- Made-to-Order Products -0 + 10%

- Special Orders or Lengths As shown on the quotation and/or acknowledgement  
Tolerance percentages are applicable to individual lengths. Customer is responsible for paying any overages within the above tolerances. Claims for shipping shortages must be received in writing by Omni Cable within fifteen (15) days from date of invoice.

**Delivery and Transportation** - F.O.B. Shipping location - for all shipments to destinations in the Continental U.S. served by common carrier. Orders will be shipped either freight collect, billed to a third party or with freight charges prepaid and charged to the Buyer. Buyer is responsible for material identification, footage count and visual inspection for damage upon receipt of shipment. Claims for freight charge or allowances of any kind will not be considered after fifteen (15) days from receipt of goods. Omni Cable will ship via conventional methods unless otherwise specified.

**Title and Risk of Loss** - Title to product and risk of loss shall pass from Omni Cable to buyer as product is loaded onto carrier's equipment at Omni Cable's shipping location.

**Certified Test Reports and Certificates of Compliance** - The price for Certified Test Reports (CTR's) which includes the cost to perform necessary tests, collect the data, publish the original test report and maintain reports on file for a minimum of five years will be as follows:

- No Charge for CTR's requested on the original purchase order prior to or with initial shipment.

- \$25.00 For CTR's requested within one (1) year after initial shipment.

- \$50.00 For CTR's requested one (1) year or more after initial shipment.

A Certificate of Compliance (COC) is included on the packing list of each shipment from an Omni Cable shipping location at no charge. The price per order for a line item COC, which includes the cost to publish a certified, original copy will be as follows:

- \$25.00 For COC's requested on the original purchase order prior to or with initial shipment.

- \$75.00 For COC's requested within one (1) year after initial shipment.

- \$150.00 For COC's requested one (1) year or more after initial shipment.