



Specializing in providing complete custom interconnect solutions to our customers.

## TERMS AND CONDITIONS OF SALE

### 1. GENERAL

These General Terms and Conditions of Sale ("Terms and Conditions") shall govern all business transactions for the sale of products and/or services between A1 Cables, LLC ("A1 Cables") and the buyer of such Products ("Buyer"). A1 Cables and Buyer may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

A1 Cables' acceptance of any purchase order issued by the Buyer ("Order") is expressly conditioned upon Buyer's acceptance of these Terms and Conditions, whether or not referenced in such Order. Any terms or conditions set forth on any documents or forms utilized by Buyer and any communications (written or oral) between the Parties that are inconsistent with, or are not included within these Terms and Conditions shall be of no force or effect unless signed by an authorized representative of A1 Cables. These Terms and Conditions supersede any prior written or oral agreements or understandings, or any preprinted or standard terms on any Order, invoice, acknowledgement, or similar document exchanged between the Parties, and shall not be supplemented by any previous course of dealing, performance, or usage of trade. In the event that A1 Cables and Buyer specifically agree to different terms in writing, such terms shall be exclusive only as to the particular subject covered. Notwithstanding the foregoing, if any Order is issued under a blanket or master agreement which the Parties agree will relate to all Orders between the Parties ("Master Agreement"), the terms and conditions of the Master Agreement shall supersede those contained herein. The Buyer's submission of a purchase order or other authorization for products or services, or the Buyer allowing A1 Cables to ship products will constitute the Buyer's acceptance of all of our Terms and Conditions. A1 Cables Terms and Conditions of Sale may be viewed at <http://www.a1cables.com/termsandconditions>.

### 2. ORDERING PROCEDURES

All Orders are subject to acceptance by A1 Cables. Nothing contained herein shall be deemed to place an obligation on A1 Cables to accept any Order from the Buyer. A1 Cables hereby reserves the right to reject any Order submitted for its acceptance. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, Order acknowledgement, invoice or other document or information issued by A1 Cables shall be subject to correction without any liability. The Buyer shall be responsible for ensuring the accuracy of the terms of any Order issued by it (including any applicable specification) and upon A1 Cables request, shall promptly provide all information necessary for A1 Cables to perform its obligations hereunder.

All Orders shall specify: (a) Product part number; (b) requested delivery dates; (c) applicable price; (d) quantity; (e) location to which the Product is to be shipped; and (f) location to which invoices will be sent for payment.

### 3. PRICES

Product prices: (a) shall be paid in U.S. Dollars; (b) are subject to adjustment due to any Change Order; and (c) exclude taxes. State sales tax, if applicable, will be added to the Buyer's invoice unless an acceptable resale tax exemption certificate is provided. Partial shipments may be subject to additional delivery costs.

All Orders are accepted subject to A1 Cables' quoted prices and the validity period stated therein. With the exception of the prices for accepted Orders, all prices are subject to change without notice.

### 4. QUANTITY DISCOUNTS

A1 Cables may offer the Buyer quantity discounts where the Buyer undertakes to purchase a specified quantity of Products as set forth in a relevant Order. Notwithstanding the foregoing, if Buyer cancels any Order or reduces the quantity of the Products prior to purchasing the required quantity, A1 Cables may invoice the Buyer for any pricing differential and Buyer shall promptly reimburse A1 Cables for the total invoiced amount.

### 5. CHANGES

Unless controlled by the Buyer's specifications, A1 Cables reserves the right, without Buyer's consent or the necessity of a Change Order, and at no charge to Buyer, to incorporate, among other things, any design modifications, engineering changes or improvements in the specification of a Product provided that the form, fit, function, price, or delivery schedule of the Products are not affected.

Change Order. Buyer may by written notice request changes within the general scope of this Order to any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment or packaging; (c) place of delivery; and (d) quantity of the Products ("Change Order"). A Change Order shall only be effective if accepted in writing by an authorized representative of A1 Cables. If such change increases the cost or time required to perform this Order, an equitable adjustment shall be made in the price or schedule, or both, and the Order shall be modified accordingly.

### 6. PAYMENT TERMS

Please contact A1 Cables' Customer Transaction team at 334-478-7270 to establish an open account. During the credit application process, business may be done via credit card or EFT. All payments shall be made in U.S. funds drawn on U.S. banks, company bank account only, unless alternate arrangements have been approved by A1 Cables.

Unless otherwise stated on the Order, payment terms shall be net thirty (30) days from the date of invoice. ("Payment Terms") Any credit extended by A1 Cables to Buyer is conditional upon A1 Cables' continued satisfaction with Buyer's creditworthiness, which may be re-evaluated by A1 Cables at all times. A1 Cables reserves the right to suspend Buyer's credit terms and demand cash in advance or on delivery for all or any part of the Order or to alter payment terms based on its assessment of Buyer's creditworthiness. Pending correction of any unsatisfactory credit situation, A1 Cables may withhold shipments without incurring any liability. For payment terms greater than net 30, additional fees may apply.

Buyer is to pay from the invoice provided. A late payment charge of 1.5% per month will be charged on all invoices not paid within the defined terms. There will be a \$35.00 charge for EFT rejections for any reason. A1 Cables' Customer Transaction team is available to assist Buyers with any billing matters. Buyer agrees to pay or reimburse A1 Cables for any and all sales, use and excise taxes that may be imposed on the Buyer or A1 Cables by any government entity

as a result of any sales to the Buyer, regardless of when such taxes may be assessed, imposed or levied. In the event A1 Cables retains a collection agency or attorney to enforce any of the Buyer's obligations to A1 Cables, the Buyer agrees to pay all of A1 Cables costs and expenses associated with such enforcement, including all collection, attorney and litigation fees.

## **7. DELIVERY**

A1 Cables pledges that Buyers will receive their orders on time and in good condition. A1 Cables will make every effort to ship in accordance with the delivery option the Buyer has selected. A1 Cables cannot guarantee on-time delivery for orders involving drop shipments, unauthorized transportation carriers, third-party billing, customer pickups, shipments to APO/FPO or to remote locations. Delivery dates may be affected by our late receipt of all information necessary to ship or other causes beyond our reasonable control, in any event, A1 Cables is not liable to the Buyer for any loss of time, material, or production or any other loss resulting from late delivery.

Buyer acknowledges that the delivery dates provided by A1 Cables are only an estimation of the lead times and shall not be binding on A1 Cables. Notwithstanding the foregoing, A1 Cables will use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery schedule but in no event shall A1 Cables be liable to Buyer for failure to meet any delivery schedule, for the costs or procurement of substitute products, for any kind of damages or penalties, nor such delay shall constitute grounds for cancellation or termination of any Order, regardless the cause of the delay. Unless otherwise stated on the face of the Order, A1 Cables reserves the right to make deliveries in installments and deliver in advance of the scheduled delivery date whenever possible. Delivery of a quantity that varies from the quantity specified in Buyer's Order shall not relieve Buyer of its obligation to accept delivery and pay for the Products delivered in accordance with Payment Terms. Notwithstanding the foregoing, delays or changes in delivery schedules due to Buyer directed actions are subject to price adjustments.

## **8. PACKAGING**

A1 Cables shall provide adequate protective packing to prevent damage and deterioration of the Products. Buyer shall be responsible for the cost of any special packaging or special handling requested by the Buyer. All packages containing electrostatic discharge (ESD) sensitive items will be marked with an appropriate caution label.

## **9. INSPECTIONS AND ACCEPTANCE**

Buyer shall accept or reject the Products within thirty (30) calendar days after the delivery, otherwise the Products shall be deemed accepted.

## **10. RETURN POLICY**

ALL product returns MUST be pre-approved by A1 Cables. No returns will be accepted without a Return Merchandise Authorization (RMA) number. You must call the customer service department to obtain an RMA number (334) 478-7270 or email sales@A1Cables.com. RMA numbers are valid for 14 days from the date of issue.

Requests for returns of merchandise must be made within 90 days from date of invoice. Customer is responsible for return freight. Customer does not receive credit for original shipping and handling charges. Custom products may be non-returnable or subject to a 25% restocking fee. Returns must include original packaging and must be in re-sellable condition. No credit will be issued for merchandise that does not meet the above conditions.

In the event A1 Cables reasonably determines that the Buyer's return of the Product was due to improper rejection, Buyer shall be responsible for all costs and expenses incurred as a result of such return. A 25% restocking fee will apply for all non-defective product returns. Title and insurable interest in the returned Products shall remain with Buyer until such time that the non-conformity has been determined by A1 Cables.

## **11. WARRANTY SUPPORT**

A1 Cables' customers come first and we want you to be completely satisfied with all of your products purchased from A1 Cables. All of A1 Cables' products carry a 1-year warranty to be free from manufacturing defects. If a product is found to have a manufacturer's defect, the product may be returned for replacement or rework at our discretion. A1 Cables will cover shipping and handling on all warranty returns. This warranty does not cover part failure due to damage caused by use, misuse, or where others have made or attempted to make repairs or modifications. A1 Cables warranty policy is available at [www.a1cables.com/warrantyandreturns](http://www.a1cables.com/warrantyandreturns). Please email us at [sales@a1cables.com](mailto:sales@a1cables.com) or call our Customer Service team at 334-478-7270 if you have any questions about warranties.

## **12. EXCUSABLE DELAY**

Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under this Order if and to the extent such delay or failure is caused by an act of God, fire, flood, war, acts of terrorism, riot, civil commotion, governmental actions (including regulatory change), wreck or delay in transportation, major equipment breakdown, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, delays or refusals to grant an export license or the suspension or revocation thereof, or any act, delay or failure to act of the affected Party's suppliers and subcontractors of any tier and any similar events beyond the reasonable control of the affected Party ("Force Majeure"). If any Force Majeure event affects either Party's ability to perform, the Party affected by such event shall give the other Party a notice as soon practicable under the circumstances. In the event that A1 Cables' performance is delayed due to a Force Majeure event, the due date of its performance shall be extended by a period of time necessary to overcome the effect of such delay. If the inability to perform continues for longer than three (3) months, either Party may terminate the affected Order by providing written notice to the other Party. Notwithstanding the foregoing, Buyer shall remain responsible for payment of Products delivered prior to the termination.

## **13. TOOLING AND DATA**

Unless otherwise expressly agreed in writing, A1Cables shall retain title to and possession of all specifications, drawings, engineering instructions, data, material, equipment, software, processes, models, tooling, including without limitation, all patterns, dies, molds, jigs, fixtures, and test equipment made, obtained, or procured for the performance of this Order, except to the extent that title is specifically transferred in writing from A1Cables to Buyer or originally supplied from Buyer to A1Cables.

## **14. COMPLIANCE WITH LAWS**

The Buyer agrees to comply with all laws and regulations that apply to the use, or the resale or transfer, of the products purchased from A1 Cables. The parties shall comply with all statutes, laws, ordinances, regulations, rules and orders enacted or adopted by any federal, state, local, municipal or other authority or governmental body which may pertain to the conduct of the Parties' business and their obligations hereunder. The Parties shall obtain and pay for all permits, fees and licenses required to perform their respective obligations hereunder.

## **15. EXPORT COMPLIANCE**

In some cases, the export of products from the U.S. may be subject to restrictions or prohibitions under U.S. law. The Buyer is urged to review the materials regarding such restrictions made available by the manufacturer and/or supplier and, where appropriate, to consult legal counsel. In any case, however, the Buyer remains solely responsible for such compliance and A1 Cables takes no responsibility for advising the Buyer regarding such matters or for providing and necessary export licenses. The Parties shall comply with the laws and regulations of the United States of America (USA) relating to exports and foreign transactions, including but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Parts 120-130), the Arms Export Control Act (22 U.S.C. 2778), the Export Administration Regulation (EAR) (15 C.F.R. Parts 730-774) and the Export Administration Act of 1979, as amended (50 U.S.C. 2401 et. Seq.). In particular, the Parties shall not disclose any technical data nor deliver, export, re-export or re-transfer any Products out of the USA, or to foreign persons or entities within or outside the USA, without the proper written authorization and/or licenses from the U.S. Government. A Party who is found to be in violation of the laws and regulations set forth in this Article shall fully indemnify the other Party against any damages, costs, losses, and/or liabilities arising out of such violation.

#### **16. INTELLECTUAL PROPERTY**

Unless otherwise agreed in writing, A1 Cables will maintain sole and exclusive ownership of all Intellectual Property related to the Products. No right or license in such Intellectual Property is granted to Buyer by implication, estoppel or otherwise, unless, and only to the extent, expressly set forth herein. As used herein, "Intellectual Property" shall mean any intellectual and industrial property rights including, but not limited to, patents, utility models, copyrights, authors' rights, trademarks, brands, domain names, trade secrets, know-how, drawings, specifications, logos, plans, product pricing and any right related thereto (whether or not patentable) that is not generally available to the public, software and any sort of data, technical notes, manufacturing processes, prototypes, methods, algorithms, any technical related documents and other designs. Unless otherwise agreed in writing, no Intellectual Property created by A1 Cables in connection with or pursuant to this Order shall be considered "works made for hire" as defined by the United States Copyright Act (17 U.S.C. § 101).

#### **17. CONFIDENTIALITY**

If a separate proprietary information or non-disclosure agreement ("NDA") relating to the subject matter of this Order exists between the Parties, all Confidential Information (as defined below) furnished by one Party to the other Party shall be protected pursuant to such NDA.

If no separate NDA exists between the Parties, neither Party shall disclose the other Party's Confidential Information to any person other than its employees, officers, directors, affiliates, agents, subcontractors and representatives who are bound by obligations of confidentiality and who have a need to know such information in order to perform their obligations in connection with the Order. Each Party shall maintain and preserve the confidentiality of all Confidential Information disclosed to it by taking steps that are no less than the steps it takes to preserve and protect the confidentiality of its own Confidential Information but in no event less than a reasonable standard of care. "Confidential Information" means any information disclosed by a Party to the other Party that is reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself.

The foregoing restrictions shall not apply to Confidential Information that has been developed independently by the Party receiving it, or

was lawfully known to the party receiving it, or has been lawfully received from other sources, provided such other source did not receive it due to a breach of this Article, or was in the public domain prior to disclosure hereunder. Upon the disclosing Party's request, the receiving Party shall promptly return or destroy, at disclosing Party's option, all Confidential Information and related materials and discontinue all further use of the Confidential Information.

License. Unless otherwise agreed in writing, nothing contained herein shall be construed as granting to the receiving Party either a license (expressly, by implication, estoppel, or otherwise) under, or any right of ownership in, such Confidential Information.

#### **18. LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO AN ORDER EXCEED THE TOTAL VALUE OF THE RELEVANT ORDER. NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION BY OPERATION OF LAW, OR OTHERWISE). THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR PRODUCT(S) SOLD TO BUYER UNDER THIS ORDER SHALL NOT ENLARGE OR EXTEND THIS LIMIT. NOTWITHSTANDING ANYTHING STATED HEREIN NOTHING SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR: (i) DEATH OR PERSONAL INJURY ARISING OF A PARTY'S OWN NEGLIGENCE; (ii) FRAUD; (iii) GROSS NEGLIGENCE; (iv) LIABILITY UNDER ARTICLE 19 (INDEMNIFICATION); OR (v) ANY MATTER FOR WHICH IT WOULD BE ILLEGAL TO EXCLUDE OR LIMIT OR TO ATTEMPT TO EXCLUDE OR LIMIT A PARTY'S LIABILITY HEREUNDER.

#### **19. INDEMNIFICATION**

Each Party hereto shall defend, indemnify, and hold harmless the other Party and its affiliates and their respective directors, officers, and employees from and against any and all liabilities, costs and expenses, claims, demands, actions, proceedings, judgments or award of damages (collectively, "Damages") incurred in connection with any claim, demand, suit, or proceeding by a third-party: (a) arising from or related to property damage, personal injury or death caused by the indemnifying Party's Products; (b) arising from negligence or willful misconduct of the indemnifying Party; or (c) arising from failure to comply with applicable laws or regulations.

Intellectual Property Infringement. With the exception of Products manufactured in accordance with Buyer's drawings or specifications, A1 Cables shall, at its expense, defend, indemnify and hold harmless Buyer against direct damages actually incurred by the Buyer in connection with any claim that any Products sold hereunder infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property right belonging to any third party; provided that the Buyer: (i) immediately provides A1 Cables written notice of the claim; (ii) gives A1 Cables sole and complete authority for the defense and disposition of such claim; (iii) provides A1 Cables with all necessary assistance in connection therewith; (iv) does not, at any time, admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of A1 Cables.

A1 Cables' sole obligation under this Article shall be to settle the claim or judgment on the claim. In addition, A1 Cables may, at its option and expense, either: (a) procure for Buyer the right to continue to use the Product, (b) replace or modify the Product so that it becomes non-

infringing but functionally equivalent, or (c) grant a refund of the price paid for the individual units of Product which are the subject of the claim.

This Article shall not apply in the event that the infringement is due to (a) the combination of the Product with other equipment to the extent that the Product alone would not have resulted in a claim of infringement; (b) any modifications, alterations to the Product performed by anyone other than A1 Cables, (c) use of the Product outside of the intended use; (d) continued use of the Product by Buyer after receiving notice of an infringement claim, or (e) failure of Buyer to replace the Product with a non-infringing substitute provided by A1 Cables.

Buyer agrees, at its expense, to protect and defend A1 Cables against any claim of patent infringement arising from compliance with Buyer's designs, specifications or instructions and to hold A1 Cables harmless from damages, costs and expenses attributable to any such claim.

## **20. TERMINATION FOR CONVENIENCE**

Upon giving a thirty (30) days prior notice to A1 Cables, Buyer may terminate, in whole or in part, with or without cause, Orders that are outside A1 Cables' lead times. In the event Buyer terminates, in whole or in part, Orders that are within A1 Cables' lead times, Buyer shall be liable to A1 Cables for all of the following: (i) the purchase price of all finished Products delivered to Buyer but not yet paid for at the time of termination ; (ii) the purchase price of all finished Products not yet delivered to Buyer at the time of termination; (iii) the value of all work in progress and the cost of all raw materials acquired by A1 Cables for the performance of Order; and (iv) reasonable profits (collectively, the "Costs"). Buyer shall pay the Costs to A1 Cables within thirty (30) days of termination or cancellation.

## **21. DISPUTE RESOLUTION AND GOVERNING LAW**

Arbitration. Any dispute arising out of or relating to these Terms and Conditions or any Order, which is not resolved by the Parties themselves, shall be resolved by binding arbitration. The place of the arbitration shall be Montgomery, Alabama U.S.A. and the language shall be English.

Governing Law. This Order and the performance thereof shall be governed by the laws of the State of Alabama, U.S.A., to the exclusion of its rules of conflicts of laws. The Parties exclude the application of the United Nation Convention on Contracts for the International Sale of Goods.

## **22. MISCELLANEOUS**

The provisions of these Terms and Conditions, together with the provisions contained within any accepted Order (but expressly excluding any of the terms and conditions proposed by the Buyer) constitutes the entire agreement, and supersedes all prior agreements, of the Parties hereto relating to the subject matter hereof. Any amendment to or variation of these Terms and Conditions, an Order or any part thereof shall only be effective if made in writing and signed by a duly authorized representative of the Parties. If any provision of these Terms and Conditions or any Order shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of such Terms and Conditions or Order, all of which shall remain in full force and effect. The Parties hereto are independent contractors and nothing herein shall be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Parties.