

TERMS AND CONDITIONS

1. APPLICABILITY.

- a. These terms and conditions of sale (these "Terms") are the only terms that govern the sale of the goods ("Goods") by National Wire LLC to the buyer ("Buyer") set forth in the purchase order accompanying these Terms (the "Order").
- b. The Order and these Terms (collectively, with any ancillary document referenced in the Order, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these terms.
- c. These Terms shall come into effect only after National Wire LLC has accepted an Order from Buyer. In all cases Buyer's inquiry or Order shall be deemed to be based on these Terms. In the event of any discrepancy between these Terms and the Order, the Order shall prevail. In the event of any discrepancy between these Terms and any other document pertaining to National Wire LLC's sale of Goods to Buyer, these Terms shall prevail.

2. DEFINITIONS AND SCOPE: Capitalized terms used in these Terms shall have the following meaning:

Delivery Date:	date(s) of delivery specified in the Order
Delivery Place:	place of delivery specified in the Order
Goods:	the goods sold to Buyer by National Wire LLC
Order Conditions:	the Price, the Delivery Place, the Delivery Date and other conditions, designs, descriptions, requirements, quotations, timetables, milestones and schedules set forth or referenced in the Order
Party:	National Wire LLC or Buyer and "Parties" both National Wire LLC and Buyer.
Price:	price, fee, compensation, and expense conditions
Specifications:	the specifications for the Goods set forth or referenced in the Order, or if no specifications are set forth or referenced in the Order, National Wire LLC's standard specifications for the Goods. Except for Goods sold pursuant to a separate sales agreement between Parties, all Goods sold or otherwise provided by National Wire LLC are based on these Terms and Conditions. No other terms submitted by Buyer shall apply to any Order or be binding on National Wire LLC.

3. DELIVERY / TRANSFER OF RISK:

- a. Delivery terms and transfer of risk of loss shall be interpreted in accordance with the INCOTERMS 2020. Unless otherwise agreed between the Parties, the delivery term is CIP to the ship to the Delivery Place. Buyer shall accept delivery of the Goods upon delivery to the Delivery Place. Buyer is responsible for costs associated with customs clearance, duties, taxes, as well as equipment and labor reasonably suited for unloading the Goods at the Delivery Place.
- b. The Goods will be delivered in accordance with the Delivery Date. National Wire, LLC shall not be liable for any delays, loss, or damage in transit.
- c. National Wire LLC may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's Order.
- d. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to National Wire LLC's notice that the Goods have been delivered at the Delivery Place, or if National Wire LLC is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) National Wire LLC, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

4. NON-DELIVERY.
 - a. The quantity of any installment of Goods as recorded by National Wire LLC on dispatch from National Wire LLC's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
 - b. National Wire LLC shall not be liable for any non-delivery of Goods (even if caused by National Wire LLC's negligence) unless Buyer gives written notice to National Wire of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.
 - c. Any liability of National Wire LLC shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.
5. QUANTITY: If National Wire LLC delivers to Buyer a quantity of Goods of up to 10% more or less than the quantity set forth in the Order, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Order adjusted pro rata.
6. PRICE AND PAYMENT: Unless otherwise agreed between the Parties, the Price for the Goods will be the price quoted by National Wire LLC. All prices quoted by National Wire LLC are exclusive of value added tax and any other tax that may apply in respect of the Goods and all such taxes shall be for the Buyer's account. National Wire LLC will issue an invoice ("Invoice") to Buyer for all Goods sold to Buyer. Unless otherwise agreed between the Parties, Buyer shall pay the Invoices within thirty (30) days from the Invoice date in the currency indicated on the Invoice at the address of National Wire LLC set forth therein. Buyer may not withhold payment of any amount due to National Wire LLC because of any set-off, counterclaim, abatement or similar deduction. Upon demand Buyer will immediately reimburse National Wire LLC for any and all costs including fees for collection agencies and attorneys incurred or expended by National Wire LLC to collect any amounts due from Buyer. In the event of an increase in the prices of energy, raw materials, or other resources necessary for the manufacture of the Goods occurring prior to the agreed date of delivery, National Wire LLC shall have the right to proportionately increase the price of the Goods ordered by Buyer by providing written notice to Buyer. Buyer shall have the right to cancel the Agreement in writing within ten (10) days following receipt of such notice. For the avoidance of doubt, Buyer's failure to cancel the Agreement within the aforementioned ten (10) day period shall be deemed Buyer's acceptance of the revised price.
7. PAYMENT DEFAULT: In the event of default of payment under Section 6, Buyer shall pay interest on all late payments at the lesser of the rate of twenty percent (20%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.
8. RETENTION OF TITLE: Title to the Goods delivered shall not pass to Buyer before the Price has been paid in full and Buyer shall, upon National Wire LLC's request, execute such documentation as National Wire LLC reasonably deems necessary to perfect or maintain National Wire LLC's title in the Goods. National Wire LLC will have the right to enter the premises of Buyer to collect any Goods to which it holds title pursuant to this Section 8. For the avoidance of doubt, Buyer may dispose of the Goods in the ordinary course of its business, but may not pledge, mortgage or otherwise encumber the Goods prior to payment in full of the purchase price. As collateral security for the payment of the Price, Buyer hereby grants to National Wire LLC a lien on and security interest in and too all of the right, title and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.
9. NO WARRANTIES OR LIABILITY RELATING TO SAMPLES OR SERVICES: Unless agreed otherwise in a separate signed agreement between the Parties or provided in Section 16 (Exception to any Limitation of Liability), National Wire LLC's provision of any samples or services to Buyer is made on an "as is" basis, meaning that National Wire LLC neither provides any warranties relating to any such sample or service nor accepts any liability in relation thereto.
10. WARRANTY RELATING TO THE GOODS / BUYER'S RIGHTS: National Wire LLC warrants to Buyer that at the time of delivery (i) the Goods will conform to National Wire LLC's standard Specifications, (ii) National Wire LLC has good title to the Goods and the transfer of said Goods is rightful, and (iii) all Goods are free from security interests, claims, demands, liens and other encumbrances (the warranties set out under items (i)-(iii) are hereinafter referred to as the "Warranties"). In the event Goods do not comply with the Warranties, National Wire LLC will, at its option, repair or replace such Goods or refund the Price of the Goods and, having done so, will have no further liability.

11. SECONDARY MATERIAL: Notwithstanding any representations or warranties made above, if this Order describes any materials to be furnished as "Secondary", "~~See~~" "As Is" or otherwise describes the materials as seconds or less than prime, then the following disclaimer shall apply: ~~Thee p~~Products or materials ~~D~~described ~~h~~Herein are sold "AS IS" AND "WITH ALL FAULTS". National Wire LLC MAKES ABSOLUTLEY NO WARRANTIES INCLUDING NO WARRANTY OF MECHANTABILITY NOR FITNESS FOR A PARTICULAR USE OR PURPOSE. ANY STATEMENTS MADE HEREIN THAT ARE INCONSISTENT WITH THE PROVISIONS OF THIS DISCLAIMER ARE INAPPLICABLE TO SALES OF SECONDARY MATERIAL. In no event shall Seller be liable, in breach of contract, warranty, held negligent; or any other cause of action in contract or tort, for personal injury or damages, or any consequential, direct, indirect or incidental damages. National Wire LLC makes no representations regarding Secondary ~~m~~Material conditions, quality, or character or their ability to be used by Buyer.
12. NO OTHER WARRANTIES: EXCEPT FOR THE WARRANTIES SET OUT IN SECTION 10 (Warranty relating to the Goods / Buyer's Rights) NATIONAL WIRE LLC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
13. NOTICE OF DEFAULT: Buyer must notify National Wire LLC of any claim related to the Goods within seven (7) days after Buyer becomes aware of such claim (or should have reasonably become aware of such claim) but in no event later than thirty (30) days after delivery of the Goods to Buyer. Buyer's failure to notify National Wire LLC of any such claim within the time set out in the preceding sentence will constitute a waiver by Buyer of such claim. Goods shall not be returned to National Wire LLC without prior written consent of National Wire LLC. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
14. ~~DEFAULT IN TRANSIT/TITLE AND RISK OF LOSS: Title And risk of loss pass to the Goods passes to Buyer upon delivery of Carriers are responsible for damages incurred during transit. National Wire LLC conforms to national standard of Pre-Shipment Inspections and the Goods to the carrier. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to National Wire LLC a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing are signed and approved by the carrier before released. Buyer assumes responsibility of the material upon departure from National Wire LLC's property. The security interest granted under this provisions constitutes a purchase money security interest under the Uniform Commercial Code. Shipments must be inspected by Buyer at time of unloading to ascertain damage and for immediate billing to responsible carrier.~~
15. OVERALL LIMITATION OF LIABILITY: In no event shall National Wire LLC be liable to Buyer or any third party for any loss or damage caused by Buyer's failure to exercise effective quality control or the failure to store, use or otherwise oversee the Goods as advised or in accordance with instructions provided by National Wire LLC or industry standards. NATIONAL WIRE LLC WILL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS OF USE, PROFIT, LOSS OF BUSINESS, DIMINUTION IN VALUE, OR DEPLETION OF GOODWILL OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE. NATIONAL WIRE LLC'S AGGREGATE LIABILITY TO BUYER IN RESPECT OF ANY AND ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT WILL IN NO WAY EXCEED THE PRICE OF THE GOODS TO WHICH THE CLAIM RELATES OR USD \$20,000, WHICHEVER IS LESS.
16. EXCEPTION TO ANY LIMITATION OF LIABILITY: Nothing in the Agreement will limit or exclude National Wire LLC's liability for: (a) death or personal injury caused by its gross negligence; (b) fraud or fraudulent misrepresentation; or (c) any matter in respect of which it is unlawful for National Wire LLC to exclude or restrict its liability.
17. BUYER INDEMNIFICATION: Buyer shall fully defend, indemnify and hold harmless National Wire LLC and its affiliates, and each of its and their respective, officers, directors, employees, successors, assigns and representatives (the

“Indemnified Parties”) from and against any and all third party claims, lawsuits, damages, liabilities, deficiencies, costs, losses, fines, penalties, legal fees and expenses (“Claims”) resulting from, arising out of or related to: (i) Buyer’s or any of its or its affiliates’ director’s, officer’s, employee’s, contractor’s or agent’s negligence or willful misconduct; (ii) any product liability claim relating to the Goods, or (iii) Buyer’s breach of the Agreement. The foregoing includes and is not limited to, injury to person (including death) or damage or harm to property or the environment. The provisions of this section will survive any termination, cancellation, revocation, or other cessation of the Agreement.

18. **FORCE MAJEURE:** Neither Party will be deemed to be in breach of this Agreement to the extent that non-performance is beyond a Party's reasonable control and is not caused by its fault or negligence and could not have been prevented by such Party through reasonable precautions or mitigation efforts (a "Force Majeure"), which includes but is not limited to non-performance due to inadequate transportation facilities, machinery or equipment failure, its inability to secure materials, supplies, fuel or power on commercially reasonable terms and conditions, strike, lockout or other labor dispute, fire, flood, hurricane, earthquake, other elements of nature, disease, epidemic, pandemic or quarantine, war, national emergency, terrorism, riots, rebellions, revolutions, other civil disorders, actions of military authorities or embargo, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the reasonable control of such Party. National Wire LLC shall have no obligation to procure any Goods from other sources and may allocate its available supply of Goods among their customers, buyers, distributors, and resellers on whatever basis National Wire LLC may deem fair and practical. If the duration of a Force Majeure exceeds six (6) months or is reasonably expected to exceed six (6) months, National Wire LLC is entitled to withdraw from any obligation it may have to supply the Goods to Buyer without Buyer having any right to compensation.
19. **COMPLIANCE WITH LAWS:** (a) Each Party shall comply with all laws, rules, regulations and statutory requirements that from time to time come into force (“Laws”), including without limitation Laws that relate to labor and employment, safety, the environment, competition, privacy, anti-corruption, bribery, anti-money laundering, manufacturing, packaging, labelling, shipment and sales; (b) Customer shall adhere to the National Wire LLC Business Partner Code of Conduct; and (c) each Party shall treat personally identifiable information of an individual provided to it by the other Party in accordance with applicable privacy Laws. Buyer represents and warrants that it does not have an undisclosed conflict of interest with National Wire LLC, including any ownership by a National Wire LLC employee, or employment of a National Wire LLC employee’s family member.
20. **EXPORT CONTROL AND ECONOMIC SANCTIONS:** Buyer will not sell, export, re-export, license, transmit, divert or otherwise transfer, directly or indirectly, any Goods or any information or technology related to the Goods except in accordance with applicable laws and regulations, including without limitation applicable UN, US and EU export control and economic sanctions laws and regulations and the laws and regulations of the country where Buyer is resident or conducts business. Buyer acknowledges that it will (i) take all steps necessary to comply with the above laws and regulations, including obtaining export and other licenses if necessary and (ii) not take any actions that would cause National Wire LLC to be in violation of the above laws or potentially made subject to economic sanctions.
21. **SAFETY:** If any of Buyer’s or any of its subcontractor’s employees, agents or representatives (“Buyer Personnel”) enter upon National Wire LLC’s premises, Buyer shall ensure that such Buyer Personnel abide by and follow all Laws and all health, safety, and other rules and regulations established by National Wire LLC. Buyer will be fully responsible for the conduct of Buyer Personnel while on National Wire LLC’s premises. Buyer shall fully indemnify and hold harmless the Indemnified Party from all claims resulting from or arising out of any bodily injury or death to any Buyer Personnel sustained upon National Wire LLC’s premises, unless caused by National Wire LLC’s gross negligence or willful misconduct.
22. **TERMINATION:** The Agreement will not oblige National Wire LLC to enter into orders with Buyer in the future. National Wire LLC will at all times, after it has fulfilled its obligations under the Agreement, be entitled to end the relationship with the Buyer without notice. Furthermore, National Wire LLC is entitled to terminate the Agreement in whole or in part with immediate effect if (i) Buyer commits material breach, (ii) Buyer is dissolved, (iii) Buyer applies for or is subject to insolvency proceedings (whether or not temporarily), (iv) Buyer becomes insolvent, (v) National Wire LLC, in its sole discretion, determines that economic sanctions or export controls prohibit or create risk for it to continue under the Agreement, or (vi) if any event or circumstance becomes known to National Wire LLC that in the opinion of National Wire LLC, will or may adversely affect Buyer’s ability to comply with the Agreement or Laws. Termination of the Agreement by National Wire LLC for any reason stated above will never entitle Buyer to compensation.

23. CONFIDENTIALITY: Each Party undertakes to not disclose to any third Party the other Party's business secrets or any other confidential information, unless such disclosure is (i) necessary for the performance under or enforcement of the Agreement and the disclosing Party ensures confidentiality according to this section is maintained by the third party receiving the information or (ii) prescribed under mandatory law or pursuant to any order of court or other competent authority or tribunal. Notwithstanding the above, National Wire LLC is also always entitled to disclose the information referred to in this section to any of its employees or its affiliates (including the employees of such affiliates), provided that National Wire LLC ensures confidentiality according to this section is maintained by the relevant employees or affiliates. This section will survive the termination or expiration of the Agreement and will remain in force for five (5) years after the expiration or termination (for whatever reason) of the Agreement.
24. ASSIGNMENT AND SUBCONTRACTING: Buyer may not assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of all or any part of the Agreement, or sub-contract or novate any or all of its obligations under the Agreement without National Wire LLC's consent (not to be unreasonably withheld). National Wire LLC may assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of all or any part of the Agreement, or sub-contract or novate any or all of its obligations under the Agreement without Buyer's consent.
25. CLAIMS: Without limiting the provisions of the Section 13 (Notice of Default), any and all claims by Buyer against National Wire LLC arising out of or in connection with the Agreement must be submitted to National Wire LLC in writing by Buyer for dispute resolution in accordance with Section 29 (Law and Dispute Resolution) no later than one (1) year following the date of the Agreement (which will, for the avoidance of doubt, be determined by the date of National Wire LLC's order confirmation). The failure of Buyer to notify a claim for dispute resolution within the time set out in the preceding sentence will constitute a waiver by Buyer of such claim. The provisions of this section will survive the termination, cancellation or other cessation of the Agreement.
26. COSTS AND EXPENSES: Each Party shall pay its own costs relating to the negotiation, preparation, execution, and performance of the Agreement.
27. VALIDITY AND ENFORCEABILITY: If any part of the Agreement is found to be invalid, illegal or unenforceable for any reason in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term of provision of this Agreement or render unenforceable such term or provision in any other jurisdiction.
28. LANGUAGE: These Terms and Conditions are written in English and may be accompanied by translations of other languages. In case of any discrepancies between the different language versions, the English version shall prevail.
29. LAW AND DISPUTE RESOLUTION. The Agreement and all disputes between Parties are governed by the Laws of the State of Texas, in which National Wire LLC's address is located, excluding the United Nations Convention of Contracts for the International Sale of Goods and any choice of law rules that direct the application of the law of any other jurisdiction. Any dispute will be resolved exclusively in the State Courts of Texas having jurisdiction over the subject matter of the dispute located in the city in which National Wire LLC's address is located. Each Party consents and agrees to the jurisdiction and venue of such courts.

BUYER:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____