

**TERMS OF SALE - NEUTRIK SUBSIDIARIES,
NEUTRIK DISTRIBUTORS AND AUTHORIZED
CUSTOMERS ('The Customer')****THESE TERMS OF SALE APPLY TO ALL PURCHASE ORDERS
(‘PO’) AND ARE THE ONLY TERMS APPLYING TO THE SALE
OF NEUTRIK AG ('The Company') PRODUCTS OR SERVICES.****1. CONDITIONS OF SALE:**

The terms of sale are the complete and exclusive statement of all terms and conditions between the parties with respect to the matter contemplated herein, superseding all prior written or oral agreements or understandings and shall control notwithstanding contrary terms in Customer's documents.

2. TERMS OF SHIPMENT:

- A. All shipments are made FCA (incoterms 2010), unless otherwise agreed.
- B. The Customer is responsible for all freight charges.

3. PRICE:

- A. Prices are subject to change without notice; PO's are invoiced at the price in effect as of the date of shipment.
- B. Prices do not include VAT, sales, excise or similar taxes. Any tax applicable to products covered by a quotation, bid, proposal, or resultant PO and sales order will be billed and paid by the customer as separate and additional line items on the invoice.

4. CHANGES IN DESIGN:

- A. The Company reserves the right to modify or change any product in whole or in part at any time prior to the delivery thereof.
- B. Information contained in any other sales or marketing materials circulated by the Company is merely for reference and for your convenience when ordering products and is not intended to become part of the basis of the bargain.

5. PURCHASE ORDERS:

- A. Each PO must be submitted in writing. The Customer will receive written acknowledgement of the PO within two business days of receipt by the Company.
- B. Changes to any PO MUST be submitted in writing and to be effective must be accepted in writing by the Company.

6. QUANTITY:

Overruns and under runs of special orders or non-standard items, not to exceed 5% of the amount ordered, shall constitute an acceptable delivery and completion of the order and shall be invoiced accordingly.

7. TERMS OF PAYMENT:

Terms are Net 30 calendar days from date of invoice, unless otherwise agreed.

8. DELIVERY:

The Company shall not be held responsible for failure of

manufacture, shipments or deliveries, or for delays therein, if prevented directly or indirectly by fires, floods, accidents, riots, acts of God, wars, acts of terrorism, governmental interference or embargoes, force majeure, including strikes, labor difficulties, fuel, power, materials or supplies, transportation delays, customs delays, or any other cause beyond our control. We reserve the right to make complete or partial shipments of the products covered on your PO.

9. OBSOLESCENCE:

The Company reserves the right to reclassify or regroup products and to improve, modify, replace or discontinue products for any reason, including by way of amplification and not limitation, obsolescence. Every effort will be made to notify customers of product obsolescence, however, the Company shall not be held liable for damages for failure to deliver product as a result of the foregoing.

10. LIMITED WARRANTY:

THE COMPANY, AND ITS RELATED COMPANIES OFFER THE FOLLOWING AS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE SALE OF ITS GOODS AND SERVICES. THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHER AS STATED IN THE UNIFORM COMMERCIAL CODE OR STATE LAW ARE EXPRESSLY DISCLAIMED.

For a period of 2 YEARS from receipt ('Warranty Period'), the Company warrants the Product will be free from defect. If a Warranty claim is registered in writing, to the Company during the Warranty Period, the Company, in its sole discretion, may repair or replace the defective Product, but under no circumstance shall the Company be liable, under any theory, legal or equitable, contract, tort or warranty, for damages, loss or injury, regardless of description, in excess of the cost of the Product, this exclusion includes, but is not limited to, compensatory, consequential, special, exemplary damages, in excess of Product cost. These exclusions are valid, notwithstanding any terms to the contrary in the Customer's purchase documents.

If the Company manufactures the Product to the Customer's specifications, in such case the Customer will indemnify the Company against any third party claim.

For the Warranty to be effective, the Customer must follow all instructions, as stated in the Company Product and specification materials, particularly with respect to Product installation, storage and use; any deviation negates the Warranty.

11. ERRORS:

The Company reserves the right to correct clerical and typographical errors on any written notice supplied by the Company including, but not limited to, quotations, acknowledgements, invoices, and/or product sales or marketing materials, at any time.

12. RISK OF LOSS:

Damage and risk of loss of any kind or nature after delivery of product to the carrier shall be at the Customer's risk. The Customer represents it has adequate insurance for same.

13. CANCELLATION:

Your PO is not subject to cancellation, except upon the Customer's written request and with our written consent and upon terms which will compensate the Company for all costs incurred or that may incur.

14. CLAIMS:

- A. Any claim for under shipment or miss-shipments must be made to the Company within five days of the date of receipt of the shipment by the Customer.
- B. All other claims, including but not limited to breach of warranty shall be made in writing within 45 days of the alleged failure, act, or omission giving rise to such claim.
- C. Failure to make such claim within the time periods noted herein shall operate as a bar to the enforcement of any such claim.

15. PACKAGING:

All products shall be shipped in standard commercial packaging unless otherwise specified.

16. INTELLECTUAL PROPERTY:

The Company's Intellectual Property including, but not limited to, patents, product trademarks, service marks and trade dress identified are the property of the Company. Any misuse of this property shall be subject to all legal remedies available.

17. PRICE PROTECTION POLICY:

Price protection is granted against price increases or decreases under the following conditions:

- 1. When an increase becomes necessary, every attempt will be made to notify you in writing a minimum of 30 days before the scheduled change. No scheduled orders will be accepted during the 30 day period prior to the effective date of the price increase.
- 2. Any price decrease announced will be retroactive to include shipments made to you up to 30 days prior to the effective date of the decrease.
- 3. Credit will only be issued upon receipt of written request from you within 30 days of the effective date of the price decrease. Information submitted by you must include invoice number, part number and quantity.

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