



TELEFONIKA CABLE AMERICAS

TERMS AND CONDITIONS OF SALE - 2010

1. Quotations

- a) Quotations for manufactured products are valid for 30 days.
- b) Quotations for products from inventory are for immediate acceptance.

2. Lead Times

- a) Manufacturing lead times are stated at time of quotation and are a best estimate based on current conditions. Lead times may change due to factory capacity at time of order placement.
- b) All stock items are for immediate availability and products are subject to prior sale.

3. Order Acceptance

- a) No Purchase Order shall be binding unless and until officially accepted in writing by TF Cable Americas. Any terms and conditions of the Purchase Order which are in addition to or inconsistent with TF Cable terms and conditions shall not be binding and shall not apply to the transaction, unless specifically agreed to in writing by TF Cable.
- b) Large orders that meet minimum contract guidelines have the option to firm the value of metal content to the LME next business day price.

4. Metal Adjustment At Time Of Shipment

- a) Manufactured orders shipping from TF Kable SA are subject to metal escalation or de-escalation at time of shipment. Adjusted metals are based on the published London Metal Exchange (LME) previous month's average from date of shipment.
- b) Warehouse orders shipping from TF Cable Americas are adjusted to the current copper market price level at time of order.

5. Product Back Orders

- a) Product backorders are accepted at original order price providing the confirmed availability is within 4 weeks of order placement
- b) Backorders beyond the known availability will be subject to current price in effect at time of shipment.

6. Other Raw Materials

Prices quoted by TF Cable Americas are subject to other raw material increases and pricing may be revised after expiration of the 30 day quote acceptance period.

7. Shipping and Delivery Schedule

The projected shipping and delivery schedule is Seller's best estimate of the time material will be shipped from Seller's factory. Seller assumes no liability for loss, damage or consequential damages due to delays.

8. Reel Length Policy and Specially Requested Cut Lengths From Inventory

- a) No order will be accepted that requires a master length of cable to be cut resulting in a remaining unsellable short length.
- b) Orders requesting specific cut lengths will be subject to cutting charges.

9. Quantity Variations

- a) Actual shipped quantities or individual lengths on reels on manufactured items may vary from original ordered amount. Variations are intended to be reasonable and tolerances on product types are stated on the quotations and orders.
- b) Shipments from TF Kable S.A. are set at a quantity tolerance of +/- 10%
- c) Shipments from TF Cable Americas warehouse are set at a quantity tolerance of -0% to +5%.



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10. Freight Policy and Shipments

- a) Container shipments from TF Kable SA are quoted CIF customer warehouse.
- b) Shipments from TF Cable Americas warehouse are F.O.B. seller's warehouse. Freight will be prepaid and allowed on individual shipments
 - 7,500 Pounds Shipment
 - Industrial Power and Control Cables 600V, 2KV and Above
 - W, G, GGC, SHDGC, MPGC, Welding, USE, Stage Lighting
 - #8 AWG and above
 - 2,000 Pounds Shipment
 - Flexible Cordage 300V and 600V
 - SJOOW SOOW
 - #18 AWG through #10 AWG
- c) TF Cable Americas will use the best, least expensive surface transportation. Reasonable care is exercised in packing products for shipment, and Seller assumes no responsibility for delay, breakage or damage after having made delivery in good order to the carrier. All claims for breakage and damage should be made to the carrier.
- d) Mixed product orders will be assessed at 7500 lbs allowance
- e) Back orders on shipments not meeting the freight allowed policy will be consolidated with customer orders that meet prepaid shipping weight

11. Terms of Payment

- a) Shipments from TF Kable SA - 75 days from date of shipment
- b) Shipments from TF Cable Americas – 30 days from date of shipment

12. Cancellation

- a) Orders are considered non-cancelable.
- b) Exceptions are at the discretion of TF Cable Americas. Manufactured orders will be subject to cancellation charges and commiserate to the resources committed for order fulfillment. Any order, once accepted by TF Cable Americas shall not be subject to cancellation except on terms that protect TF Cable against loss. If the order is cancelled for any reason, TF Cable Americas shall not be liable for incidental or consequential damages.

13. Returns

- a) Applications for returning material are to be made within 30 days of receipt
- b) No returns will be accepted without a return authorization
- c) Credit will be provided only after receipt and verification that the product is still in the original packaging received in a non-damaged saleable condition.
- d) Restocking charges will apply and will be set at the time of RMA request.

14. Deductions for Damage and Shortages

- a) Applications for invoice adjustment due to damage or shortages are required to be submitted 30 days from receipt.
- b) Damage or shortage claims must be accompanied by the driver's copy of the delivery receipt noting the specific items claimed.
- c) Unless specifically authorized otherwise, claims are not to be deducted from the original invoice but will be processed on a separate credit memo.

15. Confidentiality of Technical Data and Content of Catalog Sheets

- a) If any written technical information, detailed specifications, drawings or other technical data are submitted to the customer in connection with a quotation or order, other than published data, such data will be furnished in confidence to permit the evaluation of TF Cable Americas conformance with the order requirements.
- b) Catalog sheets are considered accurate but may have typographical errors or inadvertent omissions of information. TFCA is not responsible for errors of this nature.
- c) Information contained in catalog sheets is subject to change without notice.