

GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability.

(a) These terms and conditions of sale (these “Terms”) are the only terms which govern the sale of the goods (“Goods”) by Tele-Fonika Cable Americas Corp. – the Delaware corporation (“Seller” or “our” as the context may require) to the buyer named on the reverse side of these Terms, in any buyer’s purchase order for the Goods and to the buyer named in an invoice referencing the Goods (“Buyer”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of the said contract shall prevail to the extent they are inconsistent with these Terms.

(b) Buyer agrees that his/her order is an offer to buy, under these Terms, all Goods listed in the order. All orders must be accepted by Seller or Seller will not be obligated to sell the products to Buyer, without any obligation to explain or justify his decision. Seller may choose not to accept orders at its sole discretion, even after sending Buyer a confirmation by email or in any other form (“Order Acknowledgment”) with the order number and details of the items you have ordered.

(c) Unless accepted by Seller in writing, Buyer cannot cancel any order after placed. Seller may cancel or refuse to accept any purchase order of Buyer at any time in its sole discretion.

(d) The accompanying invoice (if any), Order Acknowledgement and these Terms (collectively, 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 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.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit of any Goods.

(b) Unless otherwise agreed in writing by the parties, Seller will arrange for shipment of Goods to Buyer to the location indicated by Buyer (the “Delivery Point”) in the United States, assuming delivery is reasonably feasible to such location and using Seller’s standard methods for packaging and shipping such Goods. Buyer shall check the description of each individual product in Order Acknowledgment for specific delivery options. Buyer will pay all shipping and handling charges specified therein. Shipping and handling charges are reimbursement for the costs Seller incurs in the processing, handling, packing, shipping, and delivery of Buyer’s order.

(c) Shipping and delivery dates are estimates only and cannot be guaranteed. Seller is not liable for any delays in shipments.

(d) Buyer shall take delivery of the Goods within 10 days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(e) Seller 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 purchase order.

(f) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller 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) Seller, 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).

3. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller'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) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 10 days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to 3% more or less than the quantity set forth in the Order Acknowledgment, 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 Sales Acknowledgment adjusted pro rata.

5. Shipping Terms. Subject to Seller's decision, Seller shall make delivery in accordance with the terms on the face of the Order Acknowledgment, which may provide for:

(a) FOB Destination – Prepaid and Allowed, Best Way Seller selected carrier.

(b) FOB Shipping Point – Prepaid and Charge, Best Way by Buyer selected carrier from list of Seller approved carriers.

(c) FOB Shipping Point - Freight Collect, Best Way by Buyer selected carrier. Buyer provides Seller with accurate freight-collect account numbers.

(d) DAP (Delivered at Place) – Seller is responsible for arranging carriage and for delivering Goods, ready for unloading from the arriving conveyance, at the Delivery Point.

(e) DDP (Delivered Duty Paid) – Seller is responsible for arranging carriage and delivering Goods at the Delivery Point, cleared for import and all applicable taxes and duties paid.

6. Title and Risk of Loss.

(a) In case of delivery:

(i) FOB Destination – title and risk of loss passes to Buyer upon delivery to the Delivery Point;

(ii) FOB Shipping Point – title and risk of loss passes to Buyer upon departure of the Goods from the Seller’s shipping dock;

(iii) DAP (Delivered at Place) – title and risk of loss transfers from Seller to Buyer upon availability of Goods for unloading; and

(iv) DDP (Delivered Duty Paid) – title and risk transfers from Seller to Buyer when the Goods are made available to Buyer, ready for unloading from the arriving conveyance, as the case may be.

(b) As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller 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. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

7. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within 10 days of receipt (“Inspection Period”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. “Nonconforming Goods” means only the following: (i) product shipped is different than identified in Buyer’s purchase order; or (ii) product’s label or packaging incorrectly identifies its contents.

(b) If Goods, upon delivery, are deemed damaged and such damage could have resulted from transportation, Buyer shall immediately notify the responsible transportation company, otherwise Buyer may not raise this claim to Seller.

(c) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion and during discretionary period of time, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller’s facility located at Bolingbrook, Illinois. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer’s shipment of Nonconforming Goods, ship to Buyer, at Buyer’s expense and risk of loss, the replaced Goods to the Delivery Point.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 7(c) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(c), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

8. Special Orders. Specially manufactured Goods (including but not limited to customer specified cut lengths) or customized Goods are excluded from the scope of Section 7 and are not eligible for replacement, credit or refund.

9. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Price" or "Prices" as the case may be) set forth in Seller's price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices. The same applies accordingly when Goods are to be delivered in installments.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller based on the terms from Seller's invoice. Buyer shall make all payments hereunder by wire transfer, check or a credit card and in US dollars or currency from the invoice. Buyer represents and warrants that (i) the credit card information Buyer supplies thereto is true, correct and complete, (ii) Buyer is duly authorized to use such credit card for the purchase, (iii) charges incurred by Buyer will be honored by his/her credit card company, and (iv) Buyer will pay charges incurred thereby at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted by Seller at the time of your order.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

(d) Seller may, subject to its sole discretion, modify the above payment terms for a particular Buyer.

(e) Payment is deemed to have been made when it is received by Seller or when Seller's account is credited therewith, whatever is earlier.

(f) If, in the judgment of Seller, Buyer's financial condition at any time does not justify continuance of performance or shipment on the terms of payment specified, Seller may require full or partial payment in advance.

(g) In the event of Buyer's bankruptcy or insolvency, or in the event any proceedings are brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel or suspend any order then outstanding and shall receive reimbursement for its cancellation charges.

11. Limited Warranty.

(a) Subject to inspection of Goods as provided by Section 7(a) herein, Seller warrants to Buyer that for a period of 12 months from the date of cable installation, but not exceed 18 months from the date of shipment of Goods ("Warranty Period") that such Goods will be free from material defects in material and workmanship..

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) THIS LIMITED WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASER OF GOODS FROM SELLER. IT DOES NOT EXTEND TO ANY SUBSEQUENT OR OTHER OWNER OR TRANSFEREE OF GOODS.

(d) THIS LIMITED WARRANTY DOES NOT COVER ANY DAMAGES DUE TO: (I) TRANSPORTATION; (II) STORAGE; (III) IMPROPER USE OR INSTALLATION; (IV) FAILURE TO FOLLOW THE PRODUCT INSTRUCTIONS OR TO PERFORM ANY PREVENTIVE MAINTENANCE; (V) MODIFICATIONS OR (VI) UNAUTHORIZED REPAIR; (VII) NORMAL WEAR AND TEAR AND (VIII) REMOVAL OF MARKS AND/OR LABELS ALLOWING GOODS TO BE IDENTIFIED.

(e) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(f) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within 60 days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(g) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(h) Subject to Section 11(f) and Section 11(g) herein, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(i) THE REMEDIES SET FORTH IN SECTION 11(H) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).

12. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER or \$150,000, WHICHEVER IS LESS.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

14. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 14 days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
16. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.
17. **Force Majeure.** The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
18. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
19. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
20. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
21. **Governing Law.** All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of

the laws of any jurisdiction other than those of the State of Illinois. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) does not apply to this Agreement.

22. Submission to Jurisdiction.

(a) Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and Cook County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

(b) In any dispute, NEITHER BUYER NOR SELLER WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

23. Notices. All notices, request, 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 face of the Order Acknowledgment 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.

24. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

26. No waiver. Seller's failure to insist upon performance of any of these Terms set forth herein or to exercise any right hereunder on any one or more occasions shall not be deemed to be a waiver of such Terms, conditions or rights, nor shall it be deemed to be a waiver of any other term, condition or right set forth herein.

27. Amendment and Modification. These Terms may only be unilaterally amended or modified by Seller. The amended Terms are applicable to the orders placed after the date of their publication, which shall be indicated on the Terms.

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