

Northwire – NWI Lab360:

Terms and Conditions of Sale

APPLICATION OF TERMS; ENTIRE AGREEMENT. The following terms and conditions of sale (these "Terms") shall govern the sale by Northwire, Inc. and NWI Lab360 ("Seller") to the entity or individual ("you" or "Buyer") named on the invoice, quotation or order acknowledgment (hereinafter referred to as "Order") that will be provided to Buyer for the sale of products sold by Seller (the "Product(s)"). These Terms constitute the complete and exclusive agreement between Seller and Buyer pertaining to the Products identified in the Order. Buyer agrees to be bound by and accepts these Terms and acknowledges that any order received and accepted by Seller shall be construed as an acceptance of Seller's offer to sell the Products in accordance with these Terms. No different, additional or inconsistent terms or conditions specified in any acknowledgement, purchase order, confirmation or other document pertaining to the Products shall be binding on Seller unless specifically agreed to by Seller in writing; provided, however, that specific information regarding quantities, delivery dates and other miscellaneous information used to implement the purchase and sale of the Products shall apply to the extent not inconsistent with these Terms. No previous course of dealing between the parties or trade usage may be used to interpret, limit, or otherwise impair the operation of these Terms. Subject to the foregoing, all Orders received by Seller are subject to revision and possible rejection by Seller within seven business days after its receipt of the same at its normal place of business. Unless revised or rejected, any such Order shall become a firm agreement to purchase upon the passage of such seven days.

QUOTATIONS AND PRODUCTS AVAILABILITY. For product directly ordered from the Northwire website, prices remain valid while they are listed and offered on the website. The price of the product directly ordered from the Northwire website will be the price posted on the website as of the date of the order. For product for which a quote is specifically requested, the price quoted remains valid for the duration stated in the written quote. If no expiration date or duration is stated in the written quote, the Product price is valid for fourteen (14) calendar days from the date of written quote. Product availability may be limited. Products may not be available for immediate Delivery (as defined below). Seller reserves the right, without liability or prior notice, to revise or cease to make available any or all Products. The price of the Products ordered will be the price posted on the website as of the date of the Order.

ORDERS. Orders are not binding on Seller unless accepted by Seller. Acceptance is determined at the sole discretion of Seller and Orders can be rejected for any reason at any time. If Buyer requests changes in the Products or delays progress of the manufacture or shipment of the Products, the contract price shall be adjusted to reflect increases in the selling price caused thereby. The quantity of bulk cable that you receive will be within the industry standards of +/- 10% of your order quantity. For orders less than 20,000 ft (6,000 m) Seller may adjust the manufacturing quantity to compensate for processing losses. The order acknowledgement you receive will show the manufacturing quantity. Seller will invoice for the actual quantity shipped, which will be within +/- 10% of your order quantity.

PAYMENT TERMS. Except for direct purchases from the Northwire website, Buyer shall pay invoices thirty (30) calendar days from the date of the invoices unless Seller has agreed to other terms in writing or unless Seller requires advance payment, C.O.D. payment or credit card payment. For direct purchases from the Northwire website, the only options are advance payment via PayPal or credit card payment. International deliveries require irrevocable letters of credit, or payment by Visa or MasterCard, unless Seller has agreed to other terms. Buyer is responsible for any fees associated with electronic transfer of funds. Payment via credit card is subject to the approval of the financial institution issuing your credit card. If the credit card information that Buyer submits is incorrect or invalid, Seller will not be able to process the Order. Seller has no liability if your financial institution fails to accept or honor your credit card for any reason. All quotes and sales are in U.S. dollar currency.

CANCELLATIONS. Buyer may not cancel or change an Order without the written consent of Seller.

SHIPPING; TAXES. All Products purchased by Buyer will be shipped F.O.B. Seller's facilities. When applicable, taxes will be added to the invoice as a separate charge to be paid by Buyer prior to Delivery. Prices on Products specified do not include any city, state or federal excise taxes, including, without limitation: shipping and handling charges; taxes on manufacture; sales, use, receipts, excise, gross receipts, gross income, occupation, import and export taxes or similar taxes; or customs charges or duties or other charges imposed by governmental entities. Buyer is responsible for all such taxes and charges unless Seller has agreed to other terms in writing.

TITLE AND RISK OF LOSS; DELIVERY. Title and risk of loss shall pass to Buyer upon Shipment from Seller's facility. "Shipment" shall mean the point at which Seller or Seller's agent turns over possession of the Products to any of the following: Buyer, Buyer's employee or agent, a common carrier, or Buyer's warehouse, and not necessarily the final destination shown on the Order. Seller may deliver the Products ordered in installments. Any Shipment or delivery dates given by Seller are estimates only and Seller is not liable for any loss, damage, cost or expense for any failure to deliver in accordance with the given Shipment or delivery date.

LIMITED WARRANTY. Seller warrants that the Products will be free of defects in material and workmanship for a period of thirty (30) days from the date of Delivery (as defined above). In the event that a defect exists, the Buyer must notify Seller in writing at the address shown upon the Order within ten (10) days from the date the defect is discovered. At its discretion, Seller will (a) repair the Product, (b) exchange the Product, or (c) refund the purchase price of the Product. Any repair or replacement shall not extend the period within which such warranty can be asserted. Buyer agrees to return to Seller at Buyer's expense any Product for which a replacement or refund is provided by Seller.

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