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Quotation Statement

QUOTATION NO: 79564
REV: A
EFFECTIVE DATE: 4/23/2010

TO:
 INDUSTRIAL ELECTRIC WIRE & CABLE, INC. (3986)
 1700 SUMMIT AVE STE 400
 PLANO, TX 75074
ATTN: ROBIN STEPHENS

ALPHA INSIDE SALES: KATE DONOGHUE
ALPHA DIST. MANAGER: MANUEL SORDO
END USER: AVNET INC.
PROJECT: HARRIS
PHONE: (972) 769-3801
FAX: (972) 801-9789

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION:

PRICES ON THIS QUOTE ARE FIRM FOR THE PERIOD INDICATED
 PRICES ARE GOOD ONLY FOR THE MENTIONED END USER

| LINE# | QTY | PART NO./ COLOR DESC./ PUTUP DESC. | UOM | PRICE | EXTENSION |
|---|-------|------------------------------------|-----|--------|-------------------------|
| 1 | 20000 | 45002 BK199 | FT | 0.5000 | 10,000.00 |
| | | 45002 BLACK BULK FT | | | |
| | | XTRA GUARD 4 22AWG 7/30 2C UNSHLD | | | |
| NON CANCELLABLE NON RETURNABLE ITEM | | | | | |
| PRICE IS BASED ON ONE RELEASE OF QUOTED QUANTITY. | | | | | |
| THIS CORRESPONDS TO YOUR RFQ#6000162755 AND PRICE IS BASED ON A ONE SHOT PURCHASE. LEAD TIME IS APPROXIMATELY 4 WEEKS ARO | | | | | |
| BILLING CURRENCY IS:USD | | | | | TOTAL: 10,000.00 |

Notes:

PLEASE BE SURE TO REFERENCE QUOTE NUMBER WHEN ORDERING TO AVOID CREDITS/DEBITS
ALPHA WIRE COMPANY RESERVES THE RIGHT ON SCHEDULED ORDERES TO REVISE THE
PRICE BEYOND THE 1ST SCHEDULED SHIPMENT TO REFLECT INCREASE IN RAW MATERIAL
COSTS INCLUDING COPPER.

SHIP TERMS: 1 % 15 DAYS N30

VALID UNTIL: 5/23/2010

Alpha Wire Company Standard Terms And Condition Of Sale

1. **DELIVERY:** Delivery and shipment dates indicated on quotations or on acknowledgments of orders are estimates only and are not guaranteed. In the event that there are any delays in the deliveries, Alpha shall not be liable therefore and Buyer agrees to accept such deliveries when made by Alpha. If Alpha's failure to perform arises out of causes beyond the control and without the fault of the negligence of Alpha, such causes including, but not restricted to, acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Alpha may cancel Buyer's order, in whole or in part, without liability to either party.
2. **PRICES:** Prices shown on quotations or on acknowledgments of orders are Alpha's prices in effect on the date the quotation is made or the order is acknowledged. Shipments will be billed and paid for at Alpha's prices in effect on the date the order is placed on all immediate release orders.
3. **PAYMENTS:** Payment of each invoice whether or not such invoice covers the entire order shall be made in accordance with the terms of the invoice. If the Buyer fails to fulfill the terms of payment of any invoice or if the financial responsibility of the Buyer shall become impaired or unsatisfactory to Alpha, or if necessitated by an act or requirements of any government authority, Alpha, in its sole discretion, reserves the right to change terms of payment and/or defer or discontinue further shipments, without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Buyer's credit standing are received by Alpha, or where such acts or requirements of such government authority shall have been complied with. Alpha also reserves the right in the case of any of the foregoing events to cancel the order, in which event the Buyer shall compensate Alpha for any commitments, obligations, expenditures, expenses and costs that Alpha may have incurred in connection with the order. Each shipment by Alpha shall be considered as separate transaction and if payment is not received therefor within the periods specified herein. Alpha may bring a separate suit to recover the contract price of each such shipment.
4. **SPECIAL CONSTRUCTIONS:** Alpha reserves the right to ship and bill for 10% more or less than the exact quantity of Special Constructions and/or Catalog Variations (defined as other than catalog STOCK products) ordered. Special Constructions and/or Catalog Variations will not be retained on Alpha's premises beyond ninety days and must be accepted in shipment by the Buyer within ninety days of manufacture. During the ninety day period, Alpha will store in the Special Constructions and/or Catalog Variations without charge to Buyer but as regards damage or loss at the risk of Buyer.
5. **AVAILABILITY OF GOODS:** Alpha will endeavor to make products available as ordered to meet Buyer's requirements, but reserves the right to allot its production as it deems best. Buyer agrees that Alpha shall not be liable or responsible to Buyer to any extent upon failure to supply to Buyer any amounts which may be agreed upon from time to time or making only part shipment against any order of Buyer.
6. **SPECIFICATIONS:** Products furnished thereunder shall be within Alpha's specifications effective at the time the order is placed, or such other specifications as have been expressly agreed upon in writing.
7. **LIMITATION OF WARRANTIES:** Alpha warrants that products delivered are free from defects in material and workmanship, and meet all specifications which are in effect on the date of shipment, or such other specifications as have been expressly agreed upon in writing. ALPHA MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED; ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED BY ALPHA. No person or company is authorized to make oral or written representations on behalf of Alpha which exceed the foregoing.
8. **LIMITATION OF REMEDY:** The parties agree that BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR REPAIR OR REPLACEMENT of any particular defective part provided by seller. The essential purpose of this exclusive remedy shall be deemed satisfied so long as seller is willing and able to repair or replace defective parts in the manner prescribed in section 10 hereof.
9. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL ALPHA'S LIABILITY UNDER ANY CLAIM EXCEED THE PRICE PAID for the particular product or material giving rise to the claim. Alpha will not be liable under any circumstances or any theory of claim or liability, including but not limited to, those based on breach of warranty, breach of contract, strict liability, negligence, tort or otherwise, for any consequential, special, incidental or exemplary damages including but not limited to loss or income, lost profits or sales, loss of use or damage equipment, excessive or increased costs of operation, labor, substitute products or facilities or claims of third parties.
10. **REPLACEMENT OF DEFECTIVE GOODS:** If material is claimed to be defective, a short sample of the item must be forwarded to Alpha's Elizabeth, New Jersey plant with a written explanation of the specific defect. Upon examination by Alpha's Inspection Department and verification of the defect, Alpha will issue authorization to return material, freight collect, for replacement or credit.

Claims of defective material must be made in writing within thirty(30) days of delivery of catalog STOCK items and within ten(10) days of delivery of Special Constructions and/or Catalog Variations. Failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims. Alpha's liability and responsibility for defective products is specifically limited to the defective item or credit towards the original billing. All replacements by Alpha under the provisions of this clause shall become the property of Alpha and shall be returned to Alpha by the Buyer, freight collect, provided that Alpha has first supplied the Buyer with shipping instructions.

Under no circumstances are product to be returned to Alpha without Alpha's written authorization and Alpha reserves the right to scrap any unauthorized returns on a no credit basis.

11. **BUYER'S WARRANTIES AGAINST PATENT INFRINGEMENT:** Alpha shall not be liable for infringement of any patent, domestic or foreign, arising out of the use or resale of the products sold thereunder. Further, if such products are manufactured by Alpha in accordance with the Buyer's instructions or specifications, buyer warrants that such instructions or specifications do not infringe any patent, domestic or foreign and the Buyer will indemnify and hold Alpha harmless from all liability or expense of any nature or kind whatsoever based on or arising out of any claim of infringement of any patent, domestic or foreign.
12. **TAXES:** Prices do not include sales, use, excise or similar taxes. In addition to the prices specified herein, the amount of any such present or future tax applicable to the sale of the products thereunder, whether imposed of Federal, State or local authorities, shall be paid by the Buyer.
13. **TITLE TO PRODUCTION MATERIALS:** Irrespective of who has paid for same, all tools, molds, dies or fixtures referred to any quotation or order shall become and remain property of Alpha.
14. **EXCLUSIVE CONTRACT:** No modification of this agreement is valid unless agreed to in a signed writing which expressly states its intention to

override the terms stated herein. Alpha expressly limits all acceptance by Buyer to the terms stated herein, and specifically objects to any contrary terms.

15. **AUTHORIZED DISTRIBUTORS:** If Buyer is an Authorized Distributor of Alpha's products the parties shall be bound by the terms and conditions of the Distributor Policy. In the event there is any inconsistency between the terms and condition stated herein and terms and conditions of the Distributor Policy, the terms and conditions of the Distributor Policy shall prevail.