



NEW ENGLAND WIRE TECHNOLOGIES

130 North Main St, Lisbon, NH 03585 USA

www.newenglandwire.com

Innovate. Create. Accelerate.

Tel: (603)838-6624 Fax: (603)838-6160

SALESPERSON: ERIK WAGSTAFF

PH: 603-838-7274

EMAIL: erik.wagstaff@newenglandwire.com

SALES REP: 28AK LARSEN ASSOCIATES

FEIN: 02-0171141

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CUSTOMER ID 9049
IEWC Corp
PO Box 510908
New Berlin, WI 53151-0908
USA

ATTN: CJ Boyer
E-MAIL: cboyer@iewc.com
PH: (262) 957-1136
FX: (262) 957-1751

QUOTATION NO. 001217571 **RFQ#**
TRACKER NO.
DATE QUOTED: 02/18/20 **QUOTE VALID TO** 3/19/2020
Incoterm 2010@: FOB: LISBON, NH

PAYMENT TERMS: NET 30
CREDIT LIMIT: \$400,000

ITEM	ITEM NUMBER/DESCRIPTION	Quantity (KFT = 1,000 FT)	Price/Unit USD	Estimated Lead Time in Business Days
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001	NER1972730B	.25 KFT	13027.93/KFT	30 DAYS
	Customer P/N: UN350R-BC	.5 KFT	11693.28/KFT	30 DAYS
		1 KFT	10324.25/KFT	30 DAYS

ITEM WILL BE BILLED AT PRICE IN EFFECT
AT THE TIME OF SHIPMENT AS IT IS SUBJECT
TO ANY CHANGE IN METAL BASE.

COPPER BASE quoted at \$2.98/LB
+/- 11.85/KFT for each \$0.01 change in
Base

Thank you for the opportunity to quote.

Specialty items may not be cancellable or returnable.

All orders subject to +/- 10% quantity variance unless otherwise specified.

Please contact your sales representative if NAFTA certification is required

All bulk cable is supplied in random lengths, longest lengths possible.

Test Reports are \$100.00 per item, per shipment and must be requested at time of order.

Quoted in US dollars. Payable in US dollars. All orders require written confirmation.

Complete Terms & Conditions available at: <http://newenglandwire.com/en/customer-resources.aspx>

CUSTOMER COPY

NEW ENGLAND WIRE TECHNOLOGIES CORPORATION TERMS AND CONDITIONS OF SALE

1. General. These Standard Terms of Sale ("Terms of Sale") govern the offering, sale and delivery of all goods (hereinafter jointly referred to as the "Product(s)") from or on behalf of New England Wire Technologies Corporation and its subsidiaries and affiliates, as applicable (the applicable selling entity referred to herein as "Seller"), to customer ("Buyer"). By contracting on the basis of these Terms of Sale, Buyer agrees to the applicability thereof in respect of all future dealings, even if this is not explicitly stated. These Terms of Sale supersede any and all terms of prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Products and shall apply in preference to and supersede any and all terms and conditions of any order placed by Buyer and any other terms and conditions submitted by Buyer, which are hereby expressly rejected.

2. Quotations, Orders and Confirmation; Prices and Payment. Unless otherwise stated by Seller in writing, quotations made by Seller in whatever form are not binding to Seller and merely constitute an invitation to Buyer to place an order. All quotations issued by Seller are, unless otherwise stated, for immediate acceptance, are revocable and are subject to change without notice. Orders are not binding until accepted by Seller in the form of a written sales acknowledgment ("Confirmed Order"). Each Confirmed Order (i) is non-cancellable by Buyer and (ii) is subject to Seller being able to obtain the necessary raw materials and subject to Seller's mill schedule, government priorities and other government regulations that may be issued from time to time. Seller is not responsible for Buyer-supplied material on toll orders. Stenographic and clerical errors in any order are subject to correction by Seller.

Seller's prices are subject to change without notice. All Product shipments to Buyer will be billed at Seller's prices, including quantity extras, in effect on the days on which shipments are made. Seller's prices do not include any sales, use or similar taxes, duties, levies or charges in any jurisdiction levied in relation to the Products or the delivery thereof. The amount of any taxes levied in connection with the sale of Products to Buyer shall be for Buyer's account and shall either be added to each invoice or separately invoiced by Seller to Buyer.

Payment shall be due to Seller within thirty (30) days following the date of Seller's invoice. All payments shall be made without any deduction on account of any taxes and shall be free of set-off or other counterclaims. Seller may, without prejudice to any other rights of Seller, charge interest on any overdue payment at 1% per month or the maximum rate permitted by law from the due date, computed on a daily basis until all outstanding amounts are paid in full. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Buyer's account. Seller reserves the right, at any time, to alter or suspend credit and/or to change credit terms.

3. Delivery; Transfer of Risk of Loss and Title. Unless stated in a Confirmed Order (i) all domestic deliveries of Products shall be FOB Uniform Commercial Code, Seller's facility, and all International deliveries of Products shall be FCA (Incoterms 2010, or any successor thereto), Seller's facility and (ii) any times or dates for delivery by Seller are estimates. Title and Risk of loss of the Products shall pass to Buyer upon delivery of the Products at the applicable Seller facility.

4. Limited Warranty; Limitation of Liability.

Seller solely warrants that on the date of delivery the Products and for a period of three (3) months thereafter, the Products shall be free of defects in manufacture or workmanship and shall be the same as identified in a Confirmed Order. If and to the extent Products are in breach of such warranty, subject to timely receipt from Buyer of a written notice of same delivered within the warranty period, Seller may at its own option and within a reasonable period of time, either make modifications to the Products that Seller deems necessary to enable the Products to conform to the foregoing warranties, replace the Products at no charge to Buyer, or issue a credit for any such Products. No Product shall otherwise be will be taken back and credited or replaced except upon consent and upon terms and conditions agreed upon by the Seller in writing. No representative of Seller is authorized to make any warranties, promises or representations as to any Product, and none shall be binding upon the Seller. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY SHALL BE BINDING UPON SELLER UNLESS SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

5. Force Majeure. Seller shall not be liable for loss or delay, nor be deemed to be in default for non-performance due to acts of God, acts of Buyer; war (declared or undeclared); terrorism or other criminal conduct; fire; weather; sabotage, strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, or orders; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials or services; embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond Seller's reasonable control (each, a "Force Majeure"). Deliveries or other performance may be suspended for an appropriate period of time or cancelled by Seller upon written notice to Buyer in the event of a Force Majeure.

6. Export Regulations; Anti-boycott Laws; Foreign Corrupt Practices Act. Buyer acknowledges and agrees that the Products may be subject to US export control laws and regulations, including without limitation, Export Administration Regulations and International Traffic in Arms Regulations. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any Products to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Products is prohibited by applicable federal or foreign law, regulation or rule. Buyer shall be responsible for any breach of this Section by its, and its successors' and assigns', parent, affiliates, employees, officers, directors, equity holders, customers, agents, distributors, resellers or vendors. Buyer shall comply with all applicable federal and foreign laws, regulations and rules, and complete all required undertakings (including without limitation, by obtaining any necessary export license or other governmental approvals), prior to exporting, re-exporting or releasing any Products. Buyer will execute and deliver to Seller such letters of assurance as may be required under applicable export regulations. Buyer shall comply with all US antiboycott laws and regulations, including, but not limited to, the Export Administration Act and the Internal Revenue Code (collectively, "Antiboycott Laws"). Buyer shall, and shall cause its Representatives to, comply with the Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), including maintaining and complying with all policies and procedures to ensure compliance with the FCPA. Buyer shall indemnify and hold harmless Seller against any loss related to Buyer's failure to comply with this Section.

NEW ENGLAND WIRE TECHNOLOGIES CORPORATION TERMS AND CONDITIONS OF SALE

7. Governing Law. The parties' rights and obligations arising out of or in connection with a Confirmed Order and/or these Terms of Sale shall be governed by the laws of New Hampshire without giving effect to its choice of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, shall not apply and is hereby expressly excluded.

8. General. Seller maintains ownership of all intellectual property rights relating to Products, including without limitation, product designs, drawings, trade secrets, specifications, processes and know-how. No waiver hereunder by a party shall be deemed to constitute a continuing waiver, unless such is expressed in writing and signed by both parties. These Terms of Sale cannot be modified except by a writing and signed by both parties. Nothing herein shall confer upon any third party any right or remedy under or by reason hereof. In the event that any provision of these Terms of Sale shall be held invalid or unenforceable, the same shall not affect in any respect, the validity and enforceability of the remaining provisions between the parties and shall be severed therefrom. The parties' rights and obligations under these Terms of Sale shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.