

# Genuine Cable Group, LLC

## General Terms and Conditions of Sale

(Rev. 7/23/24)

### Acceptance of Terms and Conditions

THESE GENERAL TERMS AND CONDITIONS OF SALE (THESE "TERMS") OF GENUINE CABLE GROUP, LLC AND ANY OF ITS SUBSIDIARIES LISTED ON THE APPLICABLE QUOTE (WHICH MAY ALSO BE REFERRED TO AS A PROPOSAL) OR PURCHASE ORDER, INCLUDING BUT NOT LIMITED TO, NEFF POWER, LLC, PAIGE ELECTRIC COMPANY, L.P., C & E SALES, LLC, GENUINE CABLE GROUP CANADA, INC., FOURSTAR CONNECTIONS LLC, ALLIED WIRE & CABLE, LLC, THE CULMINANT CORPORATION, AND RWL ADVANCED SOLUTIONS LTD. (COLLECTIVELY AND INDIVIDUALLY, "SELLER") GOVERN THE ACCEPTANCE OF ANY QUOTE, PURCHASE ORDER, PROPOSAL, ACKNOWLEDGEMENT, OR OTHER AGREEMENT (EACH, AN "ORDER") FROM A CUSTOMER AS LISTED ON THE APPLICABLE ORDER ("BUYER"). SELLER'S ACCEPTANCE IS EXPRESSLY LIMITED TO, AND EXPLICITLY MADE CONDITIONAL ON, BUYER'S FULL ACCEPTANCE OF THESE TERMS. A COPY OF THESE TERMS IS AVAILABLE AT [HTTPS://SHOP.GOGCG.COM/TERMS-AND-CONDITIONS](https://shop.gogcg.com/terms-and-conditions). SELLER EXPRESSLY OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS FOUND IN ANY ORDER AND SUCH DIFFERENT OR ADDITIONAL TERMS SHALL NOT BE BINDING UPON SELLER UNLESS SPECIFICALLY ACCEPTED IN A DOCUMENT EXECUTED BY SELLER AND BUYER REFERENCING A CHANGE TO THESE TERMS.

ANY SALE IS MADE SUBJECT TO THE TERMS AND CONDITIONS OF SALE CONTAINED IN SELLER'S CURRENT CATALOG, WHICH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. TO THE EXTENT THESE TERMS CONFLICT WITH THOSE IN SELLER'S CURRENT CATALOG, THESE TERMS SHALL CONTROL.

### Quotations, Credit, and Order Acceptance

Written quotations provided by Seller automatically expire on the 5th day from the date of issuance unless otherwise noted. All quotations are non-binding, and any Order based upon a quotation is subject to acceptance by Seller, in its sole discretion.

All descriptions, items, totals, and quantities set forth in a quotation are listed for Buyer's convenience only, and it is Buyer's sole responsibility to verify the accuracy before placing an Order. Seller is not bound by any specifications, drawings, notes, instructions, engineering notices, technical data or any other document referred to in a quotation, and any such information shall not be deemed to be incorporated by reference in any Order. Take-offs are not guaranteed for accuracy or completeness and should be reviewed by Buyer. All goods are subject to prior sale.

Seller's acceptance of an Order is contingent upon Buyer meeting the financial qualifications established by Seller. Buyer shall supply Seller with such credit information as Seller may reasonably request to qualify. All Orders are subject to credit approval by Seller, and the goods ordered being in stock at the time the Order is placed.

### Prices and Taxes

Prices for goods and other related information shown in any Seller or manufacturer product publication including, but not limited to, acknowledgements, catalogs, brochures, and websites, are subject to change without notice. Unless specified in a written quote provided by Seller (each, a "Quote"), the prices listed on an Order may be adjusted on invoicing to reflect, escalations in raw material prices based on COMEX (or other applicable exchange) close on the date of shipment, changes in quantities, or Seller's change in invoice price as of the date of shipment.

Prices do not include freight charges, insurance, or any applicable use tax, sales tax, excise tax, value-added tax, or similar taxes, duty, customs, inspection or testing fees, or charge of any nature whatsoever imposed by

any governmental authority (collectively, "Taxes") unless otherwise agreed to in a signed writing by Seller. In the event Seller is required to pay Taxes on the goods or services, Buyer shall reimburse Seller therefore or, in lieu of such payment, Buyer shall provide Seller at the time the Order is submitted an exemption certificate or other document acceptable to any applicable taxing authority.

If manufacturers' increase their prices to Seller, Seller shall have the right to adjust the price of the goods, including any goods in Orders that have not yet been shipped, to reflect such increase. Seller will then publish manufacturers' increases to the extent it deems it appropriate.

Solely with respect to Quotes, or Orders for services, Seller agrees to keep fixed the hourly rates for services performed under the applicable Quote or Order, as set forth in the Quote, for a period of at least three months from the date of the Quote, after which, Seller reserves the right to change the hourly rates set forth therein. Seller agrees to provide at least 30 days' notice prior to any changes to Seller's hourly rates for services, which were provided in the applicable Quote or Order.

Solely with respect to Quotes, or Orders for services, all work will be performed on a time and expenses basis unless specifically identified in the Quote as Fixed Bid. The nature of custom software development and engineering is such that the accuracy of the time estimates cannot be guaranteed. Seller cannot and does not represent, warrant, or agree that any particular function, performance target, purpose or scope will be achieved within any specific timeframe or dollar amount. Buyer recognizes and agrees that all estimates in the Quote are good faith estimates and that the actual time and expenses under the Quote or Order can be substantially different from the estimates provided. Buyer agrees to pay for invoices based upon actual, not estimated, charges. Buyer agrees to pay for all time actually spent by Seller's technicians, specialists, engineers, agents, representatives, or other employees with respect to any work performed by Seller under the Quote or Order. Seller shall issue invoices to Buyer for all time spent and expenses incurred in connection with the services. In connection with Fixed Bid work, Seller may begin work at its sole discretion, but is not obligated to begin work until written acceptance of the project specifications is received. Any changes to project specifications must be agreed to in a written change order executed by the parties. In the event the parties cannot agree to the project specifications, Seller may terminate the Order upon written notice to Buyer.

Seller may provide project support upon the completion of services work upon written request of Buyer on a time and expenses basis, subject to a written agreement between the parties.

### Shipping, Insurance, and Delivery

Shipment of goods will be made (a) F.O.B. Seller's facility or (b) F.O.B. Seller's supplier's facility, as applicable, when goods are shipped directly from a manufacturer. Title and risk of loss shall pass upon delivery to the carrier. Buyer shall pay all freight and insurance costs. Additional fees may be charged by Seller to Buyer in the event flatbed or other special services are requested or required.

Shipping dates are estimates only. Delay in shipment shall not relieve Buyer of its obligation to accept remaining shipments. Seller reserves the right to make partial shipments and invoice accordingly. Seller reserves the right to ship and bill 10% more or less than the quantity specified in the Order.

A shipment complete and requested date may be specified at the time the Order is placed but is not guaranteed. Orders delayed more than 60 days past requested date due to manufacturer availability may be shipped as partial or be subject to a holding fee of 1.5% of the total purchase price per month, at Seller's sole discretion. To the extent agreed to by Seller in writing, Orders delayed or rescheduled at Buyer's request, which extend the original requested date by more than 60 days may be subject to a storage fee equal to 1.5% of the total purchase price per month.

Shipping and delivery is further subject to any applicable Seller freight policies or shipping terms as may be specified on Seller's website, or in any Quote. Failure or refusal of Buyer to accept delivery without just cause shall

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be considered an event of default under these Terms, and Buyer shall be liable to Seller for all damages and losses suffered by Seller in connection therewith, including, but not limited to, storage, shipping and restocking costs, and anticipated profits or losses due to market fluctuations.

### Inspection of Goods

Buyer shall make an examination of any goods or services delivered hereunder immediately upon its receipt. Buyer will be conclusively deemed to have accepted and agreed to any invoice from Seller (including but not limited to the price, quantity, quality, and description of the goods as stated on the invoice), unless Seller receives written objection to the invoice from Buyer within 10 days after the date the invoice is sent to Buyer. Written objection must be sent by letter to Seller at its main office (Genuine Cable Group, LLC, 8770 W. Bryn Mawr Ave., Suite 1200, Chicago, Illinois 60631, Attn: [Seller brand as listed on Quote]) by registered or certified mail specifying the nature of the complaint or by email with supporting images to Notices@gogcg.com. If Seller requests a project acceptance notification from Buyer, Buyer agrees to promptly respond in writing. Should Buyer fail to respond within 10 days specifically identifying material deficiencies in Seller's work, the work will be deemed to be accepted by Buyer on the date the request was delivered to Buyer. Buyer's written objection shall not constitute an admission by Seller of the merits or amount of Buyer's claim or defense.

### Returns and Change Orders

All sales are final, non-cancellable, and non-returnable, unless otherwise agreed to by Seller, in its sole discretion and in a signed writing. In the event Seller chooses to accept a return, goods may only be returned for credit and a restocking charge shall be charged to Buyer, in a minimum amount of 25% of the total value of the order, unless a higher amount is specified in the applicable Quote. In the event Seller chooses to allow Buyer to change (including deferring an Order) or cancel an Order, Seller shall invoice Buyer its then standard change order charge or cancellation charge, as applicable.

If the goods sold under the Order are specifically manufactured for Buyer, Buyer agrees to accept and make timely payment for any conforming goods completed and shipped when due, notwithstanding any inability of Seller to ship the entire amount of goods sold owing to the suspension or termination of Seller's manufacturing of such goods for any reason. Buyer represents that the value of any goods delivered hereunder will not be impaired by the non-delivery of the remaining goods.

### Warranties

**SELLER HEREBY SELLS THE GOODS AND PROVIDES THE SERVICES ON A "WHERE IS" "AS IS BASIS" WITHOUT ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND MERCHANTABILITY. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY GOODS OR SERVICES EXCEPT FOR THOSE EXPRESSLY SET FORTH HEREIN.** Seller's sole liability and Buyer's sole remedy hereunder shall be limited to the replacement or repair of defective goods or re-performance of services, or at Seller's option, the refund of the purchase price thereof.

Technical advice and specifications regarding the goods sold hereunder solicited from Seller shall be used by Buyer at its own risk, and Seller disclaims all liability related thereto or resulting therefrom. To the extent permissible, Seller agrees to assign and pass-through to Buyer any warranties expressly provided by the manufacturer of the goods, which shall be Buyer's exclusive rights of warranty, if any. Buyer's remedies are subject to any limitations contained in manufacturer's terms and conditions. While Seller may provide manufacturer warranty information, Seller does not warrant or guarantee any such information. No agent or representative of Seller has any authority to bind Seller to any affirmation, representation or

warranty concerning the goods sold or services provided hereunder. All warranty claims must go directly to the manufacturer.

Solely with respect to Quotes, or Orders for services, Seller's warranties in connection therewith are limited to projects where Buyer is charged a flat fee for specific work based on specific scope and specifications ("Fixed Bid"), and no warranties are made or offered for services performed on a time and expenses basis. Seller warrants for Fixed Bid projects that the work will materially conform to written project specifications, if any, for 30 days following receipt of the work by Buyer ("Warranty Period"). This is meant to be a minimal working standard and the work is not designed, intended, or represented to meet any specific Buyer expectation which is not specifically identified, in writing, in the Quote. Buyer shall notify Seller in writing of any operational or performance issues that are identified within the Warranty Period. If Seller owes a warranty obligation, it will promptly commence to remedy and cure the issues upon receipt of such notice from Buyer at Seller's own cost and expense or, at Seller's option, will refund to Buyer the portion of the compensation paid for nonconforming services or work. Buyer agrees to grant Seller access to relevant systems and resources as needed to correct said issues. Such performance by Seller is Buyer's sole and exclusive remedy in the event of a Fixed Bid services warranty obligation of Seller.

Solely with respect to Quotes, or Orders for partial or complete system build services, which include labor, Seller warrants that the work will materially conform to written project specifications, if any, for 60 days following receipt of the work by Buyer ("Warranty Period"). This is meant to be a minimal working standard and the work is not designed, intended, or represented to meet any specific Buyer expectation which is not specifically identified, in writing, in the Quote. Buyer shall notify Seller in writing of any operational or performance issues that are identified within the Warranty Period. If Seller owes a warranty obligation, it will work to commence to remedy and cure the issues upon receipt of such notice from Buyer at Seller's own cost and expense. Buyer agrees to grant Seller access to relevant systems and resources as needed to correct said issues. Such performance by Seller is Buyer's sole and exclusive remedy in the event of a system build service warranty obligation of Seller.

Under warranty and otherwise, in no event will Seller be responsible for (a) any modifications to any services or work made by anyone other than Seller; (b) issues arising from incomplete or inaccurate project specifications; (c) damages caused by misuse, improper operation or improper or insufficient maintenance of any services or deliverables; (d) normal wear and tear; (e) any data loss or corruption or personal information data breach; (f) any exposure of goods to adverse operating or environmental conditions; or (g) any alleged defects in any services or deliverables that arise from Seller's compliance with designs or other criteria or requirements provided by or through Buyer. Due to the complex nature of custom engineering and software development, Seller cannot provide continuous support free of charge. Any changes or technical support required beyond the Warranty Period may be offered on a time and expenses basis upon the written request of Buyer and agreement thereto in writing by Seller.

Buyer is solely responsible for determining the fitness and suitability of the goods for the use contemplated by Buyer. Buyer shall ensure that (a) the goods are used only for the purposes and in the manner for which they were designed and supplied, (b) all persons likely to use or come into contact with the goods receive appropriate training and copies of applicable instructions and documentation supplied by Seller, (c) all third parties who use or may be affected by or rely upon the goods are given full and clear warning of any hazards associated with them or limitations of their effectiveness and that safe working practices are adopted and complied with, (d) any warning notices displayed on the goods are not removed or obscured, and (e) any third party to whom the products are supplied agrees not to remove or obscure such warning notices. Buyer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of goods, either alone or in combination with other products or components.

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Buyer is prohibited from making any warranties regarding the goods in excess of the limited warranty provided by Seller herein. In the event Buyer makes any representation or warranty regarding the goods in excess of those offered by Seller herein, Seller shall not be responsible or liable for any claims or losses relating thereto or resulting therefrom.

### Payment Terms

Payment shall be net 30 days from the date of Seller's invoice, except with respect to payments for services, which shall be net 15, without discount for early payment, unless otherwise agreed to by Seller in a signed writing. Late payments of undisputed amounts are subject to a service charge equal to 1.5% per month (18% per annum) or the maximum amount permitted under law, if less, from the due date of the invoice until paid in full. Unless otherwise agreed, payment must be in U.S. Dollars. A minimum order value of \$100.00 or greater shall apply, as specified by the Seller or its applicable affiliate, unless a lower amount is otherwise set forth in the applicable Quote.

Buyer must submit invoice disputes in writing to Seller before the payment is due.

Seller reserves the right at any time to suspend credit, change credit terms or terminate any Order, when, in Seller's sole discretion, Buyer's financial condition so warrants. Buyer shall have no right to offset any amounts due or to become due to Seller against any claims, charges, expenses, fees, or other payments of any kind whatsoever under any circumstances, including, but not limited to, any liability which may arise due to any breach or alleged breach of these Terms. All checks returned for insufficient funds to Seller will be subject to a \$50.00 non-sufficient funds fee. Seller may assign and/or sell any receivables or indebtedness owed by Buyer without notice.

Time is of the essence with respect to all payments or invoices. Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of Seller's rights to payment in full.

If Buyer fails to make any payment when due, Seller may, without prejudice to any other remedy available at law or in equity, immediately place the account on hold (including other Orders that have not yet shipped) and defer further performance until payment is made; require cash payment for any existing or future Order; require prepayment for any existing or future Order; or treat all Orders as being in breach. Buyer shall be responsible and pay Seller for all costs of collection including, without limitation, attorneys' fees, and court costs. Seller's remedies hereunder are cumulative and in addition to any other rights or remedies provided by law.

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 which were purchased on account or credit from Seller, 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 is a purchase money security interest under the Uniform Commercial Code. If Buyer fails to pay any amounts when due, Buyer hereby authorized Seller to execute on Buyer's behalf and file financing statements describing such goods and Seller's interest, and other documents which may be requested by Seller to perfect its security interest.

### Credit Cards

Upon prior approval of Seller, Buyer may make purchases using credit cards. Credit card sales are NOT eligible for any payment discounts or special terms. In the event Buyer pays for an Order with a credit card, Seller may charge Buyer a fee equal to 3.0% of the total purchase price, plus any applicable additional Taxes.

### Limitation of Liability

**IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE SALE OF THE GOODS OR PROVISION OF THE SERVICES, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. EXCEPT WITH RESPECT TO FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO AN ORDER EXCEED THE TOTAL AMOUNT PAID TO SELLER FOR THE GOODS OR SERVICES SOLD UNDER THE ORDER IN DISPUTE. NO ACTION, REGARDLESS OF THE FORM OF ACTION, MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER DELIVERY OF THE GOODS OR PERFORMANCE OF THE SERVICES.**

### Suitability and Compliance with Laws

Goods sold by Seller are designed to meet stated United States safety standards and regulations. Because local safety standards and regulations may vary significantly, Seller cannot guarantee that the goods meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the goods will be shipped, sold, and used. Before purchase and use of any goods, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of the goods will comply with them.

Buyer shall comply with all applicable laws, regulations, and ordinances, including, without limitation, any applicable United States custom, import and export laws (including for goods that are to be exported outside of the United States). Buyer shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations hereunder.

Seller will retain files, records, and data relevant to the sale of Goods or provision of services for at least the duration of the applicable Order and for any additional period required by law. Seller shall have no obligation to retain personally-identifiable information for any period longer than what is necessary to provide the applicable services or Goods, and Seller may destroy such information immediately upon termination of such services or completion of the supply of Goods.

### Intellectual Property Rights

Seller often uses inventions, discoveries, techniques, works, processes, methods, plans, software, designs, specifications, drawings, communication protocols, source files, test procedures, and other scientific or technical information conceived, owned, or licensed by Seller prior to the term of the Quote or Order, and also that is developed in the performance of the work, including the development of the specific work set forth in the Quote or Order, that is generally usable and not uniquely applicable to Buyer's business and confidential information ("Background Technology"). Background Technology further refers to all patents, patent applications, know-how, trade secrets, copyrights, and all other intellectual property rights, developed, owned, or licensed by Seller prior to or during the term of the Quote or Order. Background Technology may be embodied in the form of reusable library functions, utilities, base-code, drivers, sequencers, state-machines, math functions, protocols, spreadsheets, scripts, diagnostic tools, and all other forms of reusable content. Background Technology also includes improvements, additions, or modifications to the Background Technology defined above during the performance of the Quote or Order.

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Seller retains all rights to Background Technology but conditionally assigns an irrevocable royalty-free license to Buyer in Seller's Background Technology incorporated into the work for purposes of utilizing the work during the term or as otherwise permitted by Seller in writing. Upon completion of the work, and only upon full performance by Buyer of the obligations contained in the Quote or Order, including the obligation to make payment for all services and all expenses, Seller may deliver source files for the work upon request, subject to Seller's retained ownership in Background Technology. Third-party "shrink-wrapped" software, third-party developer tools, libraries, and code or "off-the-shelf" hardware provided through Seller will be subject to Buyer's compliance, at its own costs, with all applicable licensing requirements.

### Confidentiality

For purposes of these Terms, "Confidential Information" means any materials, technical (including Background Technology) or business information or trade secrets disclosed by Seller that: (a) if disclosed in writing, is marked "confidential" or "proprietary" when disclosed; (b) if disclosed orally, is identified as "confidential" or "proprietary" when disclosed; (c) would normally be considered confidential or proprietary information; or (d) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information does not include information that Buyer can show from written documentary evidence: (1) was known to Buyer without restriction before receipt from Seller; (2) is publicly available through no fault of Buyer; (3) is rightfully received by recipient from a third party without a duty of confidentiality; or (4) is independently developed by Buyer without access to any of Seller's Confidential Information.

Subject to the immediately preceding paragraph, Buyer will use Seller's Confidential Information solely to exercise its rights and fulfill its obligations under these Terms. Buyer shall: (a) take all reasonable steps to maintain Seller's Confidential Information in strict confidence; and (b) safeguard and prevent unauthorized access or disclosure of Confidential Information. Buyer may share Confidential Information with its employees, directors, agents, or third-party contractors ("Delegates") who need to know it and if such Delegates have agreed to keep the information confidential. The term "reasonable steps" means those steps that Buyer takes to protect its own similar proprietary and confidential information, which must be not less than a reasonable standard of care.

Regardless of any other provision in these Terms, Buyer and its Delegates may disclose Seller's Confidential Information (i) with Seller's written consent or (ii) in accordance with a Legal Process request. Buyer will use commercially reasonable efforts to notify Seller before disclosing Seller's Confidential Information in accordance with Legal Process. Notice is not required before disclosure if Buyer is informed that (i) it is legally prohibited from giving notice or (ii) the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury. Buyer will, and will ensure that its Delegates will, comply with Seller's reasonable requests to oppose disclosure of its Confidential Information. The term "Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

### Non-Solicitation

Buyer acknowledges that Seller has invested substantial time, effort and resources in the recruitment, training, development, and retention of its employees. Except to the extent prohibited by law, Buyer expressly warrants, represents, and agrees that it will not, for any reason whatsoever, until 18 months after the completion of the Order, independently retain or otherwise hire, employ, or utilize any of Seller's employees without the express written agreement of Seller. If Buyer violates this provision, then Buyer shall pay Seller, as stipulated damages, the sum of three times said employee's annual salary. Buyer specifically represents, warrants, and agrees that said sum is reasonable given the cost of recruitment and training

and the other losses which Seller would incur to its business as a result of the loss of its employee.

### Amendment and Modification

These Terms comprise the entire agreement between the parties, and there are no agreements, understandings, promises, or conditions, oral or written, express or implied, concerning the subject matter or in consideration hereof, that are not merged in and superseded hereby. These Terms can be modified, altered, or added to only by a subsequent written instrument signed by Seller. Regardless of how many times Buyer purchases, or has purchased, goods from Seller by whatever means, Buyer accepts these Terms for each and every Order, and course of dealing between the parties shall not be considered when interpreting these Terms.

Both parties agree to provide an environment that is free of harassment for the other party's employees. The parties agree to reasonably cooperate with any investigation of reported harassment complaints and take appropriate remedial action as warranted. Instances of harassment of Seller's employees may result in the cessation of services.

### Force Majeure

Seller shall not be responsible or liable for any delays or failures in performance of services, manufacture or delivery due to any cause or condition beyond the control of Seller, including without limitation, acts of God or nature, government intervention, pandemic, epidemic, power failure, communications failure, unauthorized access or theft, strikes or other labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of goods, riots or other civil commotion, war, and acts of terror.

### Termination

In addition to any remedies that may be provided under these Terms, Seller may terminate any Order immediately, if Buyer: (i) fails to pay any amount when due; (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. Seller may also terminate the Order for convenience at any time on 30 days prior written notice to Buyer.

Buyer agrees to give Seller prompt written notice of any breach, default in delivery, or nonconformity of goods or services arising out of the sale. Notice must be received by Seller within 10 days after receipt of the goods or services by Buyer, unless such breach, fault, or nonconformity is not discoverable within such 10-day period, in which case notice must be received by Seller within 10 days after discovery occurs or the date on which discovery first should have occurred. Unless Seller shall have timely received such notice, all liability of Seller related thereto shall terminate.

In the event of a termination of an Order for services, Buyer agrees to pay Seller for all time spent and expenses incurred by Seller in connection with the services prior to the date of termination, plus all additional reasonable time and expenses incurred to terminate and transition the work. In the event of a termination of an Order for goods, Buyer agrees to pay Seller for the entire Order amount, except in the event of a termination due to a material uncured breach by Seller, in which case Buyer shall only be required to pay Seller for goods actually shipped to Buyer prior to the date of termination.

### Waiver

No waiver by Seller of any of the provision of these Terms 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 these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder

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precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

to the extent the terms in the Quote or Order specifically state they are meant to supersede a specific clause in these Terms.

**Indemnity**

Buyer will defend, hold harmless and indemnify Seller and its affiliates, officers, agents, and employees from any claim, suit or action due to Buyer's misconduct, Buyer's breach of these Terms, or claims asserting remedies beyond Seller's liability as stated in these Terms arising from or related to use of the goods, services, or the use of Seller's website, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs, and attorneys' fees.

**Assignment**

Buyer shall not assign any of its rights or delegate any of its obligations under an Order without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void.

**Governing Law and Venue**

All matters arising out of or relating to an Order are 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. Any legal suit, action or proceeding arising out of or relating to a Quote or Order 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 County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

**Notice**

Notice under the Quote and Order shall be in writing and shall be issued by e-mail, facsimile transmission, regular mail, or hand delivery service. Notice to Seller shall be sent to: Genuine Cable Group, LLC, 8770 W. Bryn Mawr Ave., Suite 1200, Chicago, Illinois 60631, Attn: General Counsel. Notice to Buyer shall be issued to the contact person listed in the title page of the Quote. Emails and facsimile transmissions shall be deemed received when issued by sender as evidenced by a copy of the e-mail or a facsimile transmittal slip. Regular mail is deemed received 15 days after mailing, and hand delivery is deemed received when actually delivered.

**Severability**

If any of these Terms are held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms or invalidate or render unenforceable such term or provision in any.

**No Agency**

These Terms do not create any agency, partnership, or joint venture between Buyer and Seller. Buyer shall not issue a press release relating to this subject matter of these Terms or refer to Seller in any marketing or advertising material without the prior written consent of Seller, such consent not to be unreasonably withheld, conditioned, or delayed.

**No Third-Party Beneficiaries**

These Terms do not confer any benefits on any third party unless it expressly states that it does.

**Authority**

The parties warrant, represent, and agree that each are the duly authorized agents, officers, or directors of said party and have the authority to enter into the Quote and/or Order. Any provisions of these Terms that by their nature are understood to extend beyond the term of the Order shall survive such Orders termination or expiration. In the event of any conflict between these Terms and the terms in any Quote or Order, these Terms shall control, except