

Amphenol Custom Cable, Inc. - A Division of Amphenol Corporation. TERMS AND CONDITIONS OF SALE

These terms and conditions govern the sale of products ("Products") by Amphenol Corporation and its subsidiaries, through its Amphenol Custom Cable, Inc. division ("Amphenol") to purchaser ("Customer").

- 1) **PRICES**
 - a) The total price for the Products is the amount indicated on the Amphenol quotation or signed agreement. Prices are valid for the period indicated on the quotation or signed agreement.
 - b) Payment shall be made in U.S. Dollars in WHERE WILL PAYMENT BE, U.S.A., or such other place as Amphenol may designate, by check, wire transfer, or, if required by Amphenol, letter of credit.
 - c) Prices exclude any sales, value added or similar tax which will be payable by Customer in addition to the purchase price. If exemption from taxes is claimed, Customer must provide a certificate of exemption.
- 2) **ORDERS**
 - a) Customer may cancel or reschedule orders for Products prior to shipment, however they may be subject to cancellation and/or rescheduling charges. A schedule of such charges will be provided on request of cancellation or reschedule. Product returns will be subject to Amphenol's approval and may be subject to return charges.
 - b) Most Product orders require manufacture of Customer-specific configurations. Any changes to delivery dates or configurations after the initial order date may require a revised quotation and/or price change.
- 3) **DELIVERY, SHIPMENT AND RISK OF LOSS**

Delivery will be made F.O.B. Amphenol's designated factory. All deliveries will be Collect or Ex Works. Carrier and method of shipment will be selected by the customer unless otherwise agreed to in writing prior to shipment.

 - a) Title to Products and risk of loss and damage will pass to Customer upon shipment from Amphenol's designated factory.
- 4) **PRODUCT ACCEPTANCE**
 - a) Any special acceptance procedures must be agreed to by Amphenol's authorized representative in writing and may be subject to additional charges.
- 5) **PAYMENT**
 - a) Payment terms are subject to Amphenol credit approval. Unless otherwise indicated in the quotation or separate written agreement of the Customer and Amphenol, payment for Products is due net 30 days from Amphenol's invoice date. Amphenol may change credit or payment terms at any time should Customer's financial condition or previous payment records so warrant.
 - b) If payment is not received in accordance with the payment terms set forth in a) above, then Amphenol, at its sole option, may assess a late payment fee from the date of tender on a month-to-month basis at a rate of 1.5% per month, compounded monthly, or the maximum permitted by law, if less.
 - c) Amphenol may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Amphenol agreement if, after 10 days written notice, the failure has not been cured.
- 6) **WARRANTY**
 - a) Amphenol warrants to original purchaser for 90 days from date of shipment that products manufactured by Amphenol will be free of defects in workmanship and materials and will substantially conform to product specifications.
 - b) During the warranty period, Amphenol, at no charge to Customer, will service, adjust, or replace any nonconforming part(s) returned under this warranty.
 - c) This warranty applies only to normal use of the Product and shall be void if Amphenol determines that defects or non-conformities of the Product were caused by the Customer's negligence, misuse, or accident; or by unauthorized repair, alteration or installation of the Product. This warranty does not extend to consumable items such as filters or fuses, nor to mechanical parts of the Product failing from normal wear and tear. Customer's sole remedy and Amphenol's exclusive liability for claims against Amphenol shall be the repair or replacement (based on original purchase price value) of the defective or non-conforming Product and parts, or, if repair or replacement cannot be accomplished, Amphenol will refund to Customer amounts paid for the Product, depreciated over a 3-year period.
 - d) Some newly manufactured Amphenol products may contain remanufactured parts that are equivalent-to-new in performance.
 - e) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AMPHENOL SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 7) **SOFTWARE LICENSE** (applicable only when software is delivered)

Customer's use of Amphenol supplied software, including warranty, is governed by Amphenol's Software License (ASL) Agreement.
- 8) **INTELLECTUAL PROPERTY CLAIMS**
 - a) Amphenol will defend or settle any claim against Customer that Products infringe an intellectual property right in the country where the Products are initially delivered, provided Customer promptly notifies Amphenol in writing, assists in the investigation or defense of the claim and allows Amphenol to control the defense and settlement of such claim.
 - b) In the event of an infringement claim under section a) Amphenol will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely or is made, Amphenol may, at its option, modify the Product, procure any necessary license, or replace with a non-infringing, functionally equivalent product. If Amphenol determines that none of these alternatives is reasonably available, Amphenol will refund Customer's purchase price upon return of the Product.
 - c) Amphenol has no liability under this clause if Customer fails to comply with its obligations hereunder or for any claim of infringement arising from:
Amphenol's compliance with, or use of, Customer's designs, specifications, instructions or technical information; Product modifications by Customer or a third party; Product use prohibited by specifications or related application notes; or Use of the Product with products not supplied by Amphenol.
 - d) Amphenol does not grant any implied license to use connectors with components provided by those who are not expressly licensed by Amphenol.
 - e) These terms state Amphenol's exclusive liability for claims of intellectual property infringement or misappropriation of trade secrets.
- 9) **LIMITATION OF LIABILITY AND REMEDIES**
 - a) IN NO EVENT WILL AMPHENOL CUSTOM CABLE, INC. BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR MULTIPLE DAMAGES OR FOR DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS, LOST PROFITS, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - b) TO THE EXTENT THAT LIMITATION OF LIABILITY IS PERMITTED BY LAW, AMPHENOL CUSTOM CABLE, INC. LIABILITY TO CUSTOMER IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO SUCH CLAIM OF LIABILITY.
 - c) The limitations set forth in Sections 9(a) and 9(b) above will not apply to infringement claims under Section 8, or to damages for bodily injury or death.
 - d) The remedies in these Terms and Conditions are the Customer's sole and exclusive remedies.
- 10) **GENERAL**
 - a) Amphenol will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.
 - b) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.
 - c) A Customer who exports, re-exports or imports Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations, and for obtaining required export and import authorizations. Amphenol may suspend performance if Customer is in violation of applicable laws or regulations.
 - d) Disputes arising in connection with these Terms and Conditions will be governed by the laws of the State of Florida.
 - e) Neither party's failure to exercise any of its rights under these Terms and Conditions will be deemed a waiver or forfeiture of those rights.
 - f) To the extent that any provision of these Terms and Conditions is determined to be illegal or unenforceable, the remainder of these Terms and Conditions will remain in full force and effect.
 - g) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions.
 - h) Except for any overriding and currently effective Volume Purchase Agreement, Master Sales Agreement, or Customer Service Level Agreement, these Terms and Conditions constitute the entire agreement between Amphenol and Customer, and supercede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply. Customer's submission of a purchase order is deemed an acceptance of these Terms and Conditions, without modifications. In the event of a discrepancy between these Terms and Conditions and a Customer purchase order, these terms shall govern.