

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS: The following terms shall have the meanings set forth below.

"Customer" shall mean the person(s) or company that purchase Products or Services from EZF pursuant to an Order.

"EZF" shall mean EZ Form Cable Technologies, LLC.

"Order" shall mean an agreement or purchase order between EZF and Customer (individually "Party" and collectively the "Parties") for the sale and purchase of Product or Services by EZF. These Terms and Conditions and any contemporaneous writing, signed by the Parties shall be part of each Order.

"Product" means all components, spare parts, goods, products, or materials of any kind, to be supplied by EZF under the Order.

"Services" means all services, including maintenance and installation services, to be supplied by EZF under the Order.

"Terms and Conditions" means these terms and conditions of sale

2. OFFER AND GOVERNING PROVISIONS: Each quotation and Order acknowledgement issued by EZF is an offer by EZF to sell the Products and Services described in it in accordance with these Terms and Conditions, is not an acceptance of any offer made by Customer, and is valid for thirty (30) days from date of issue, unless otherwise stated. EZF's acceptance of Orders is expressly conditioned upon and subject to these Terms and Conditions. EZF objects to and expressly rejects any additional or different terms contained in any purchase order or other communication previously or hereafter provided to EZF. No such additional or different terms or conditions will be of any force or effect. The terms expressly agreed to by EZF will be the entire agreement between Customer and EZF.

3. PURCHASE PRICE: Prices agreed to by EZF are based on current costs and are subject to reasonable adjustment by EZF based on EZF's cost changes after the date of EZF's issuance of the price through the delivery date.

4. PAYMENT:

(A) Payment in full of the purchase price shall be made in United States currency in accordance with the terms set forth EZF's invoice to Customer, with such payment to be remitted to: EZ Form Cable Technologies, LLC, PO Box 778758, Chicago, IL 60677.

Punctual payment as stipulated herein is of the essence for the Order. Except as otherwise agreed in writing by EZF, payment will be due thirty (30) days from date of EZF's invoice. When any sum owed by Customer to EZF under the Order is overdue, EZF may, without notice to Customer or any liability, either:

- (i) cease the supply of further Product/Services under the Order until such sum, together with such interest and other charges as may be due thereon, is paid; or
- (ii) terminate the Order and any other agreements between EZF and Customer, whether or not any sums are due for payment by Customer thereunder. Customer shall pay EZFs immediately all sums due and outstanding under all such agreements with respect to Product and Services, supplied or ordered in partial execution of the agreements, together with all damages and losses suffered by EZF as a result of such termination.

(B) No defect in the Order of the Product or Services shall operate to interfere with the terms of payment. If payment is not made as provided above, Customer shall thereby be deemed to have waived the warranties provided in Section 11 hereunder. EZF may demand different terms of payment from those specified on the face of the Order, whenever it reasonably appears that Customer's financial condition requires such changes, and may demand assurance of Customer's ability to pay whenever it reasonably appears that such ability is in doubt. Such demand shall be in writing and EZF may, upon making such demand, stop production and/or suspend shipments hereunder.

(C) If Customer is in default of any payment obligation, EZF is, without reminder and prejudice to any other rights, entitled to charge interest at a rate of 1.5 times the legal interest or the highest rate permissible by law, whichever is less, for any outstanding sum, beginning with any due date of payment. EZF shall also be entitled to recover all collection costs incurred, including attorneys' fees and costs.

5. RETURN OF GOODS: Goods returned must not be returned to EZF without the written permission of EZF. Orders are accepted on a no credit, no refund basis.

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6. LIENS AND TITLE:

(A) Customer hereby grants to EZF a security interest in any property owned by Customer (including Customer's beneficial rights to property leased by Customer) in the possession of EZF or any of EZF's affiliates, at any time, to secure all amounts owed by Customer to EZF under the Order. Customer authorizes EZF to file financing statements and agrees to otherwise cooperate with EZF requests in order for EZF to perfect such security interest.

(B) In the case of repairs or overhauls performed pursuant to an Order, Customer agrees to grant EZF a perfected security interest in all Products retained in possession of EZF upon which any repair or overhaul services are to be, are being or have been performed by EZF. Customer further acknowledges and agrees that, in addition to the security interest and lien expressly granted by Customer to EZF, EZF shall have a lien on the Product retained in possession of EZF to the extent otherwise provided by law. Customer acknowledges that the lien (whether granted by Customer or through the operation of law) shall be for the full value of the work, and shall be superior to any lien or interest in favor of Customer, its parents, affiliates, or subsidiaries, or any other person who has knowledge of the Order. To the extent that EZF maintains possession of Product, Customer agrees that EZF is a secured creditor of Customer and has all the rights of a secured creditor.

(C) With respect to Product sold pursuant to an Order, Customer agrees and acknowledges that EZF shall retain a security interest in such Product, unless and until all payment for Product has been made and all other covenants and agreements of the Order have been performed in full. Accordingly, Customer agrees that it will not suffer or permit any lien or encumbrance to be established that effects the title to the Product sold by EZF pursuant hereto until EZF has been paid in full. Customer agrees that, in the event of Customer's insolvency, or in the event that any petition is filed by or against Customer under Chapter 7 or Chapter 11 of the Bankruptcy Code, EZF may, at its discretion, recover all Products sold pursuant to the Order and/or seek damages or costs under applicable laws.

7. DELIVERY:

(A) Unless otherwise agreed to in writing, EZF shall deliver the Product FOB Origin. EZF shall use reasonable efforts to make timely delivery but shall be excused from any delays arising out of causes beyond its reasonable control. Any specific delivery dates that may be stated are approximate. EZF shall, under no circumstances, be liable for damages, incidental or consequential (hereinafter contemplated as including, but not limited to, damages for lost profits, lost sales and injury to person or property), for delays, or failure to give notice of delay, whether or not caused by or resulting from EZF's negligence. Customer agrees not to make such claim on EZF.

(B) Delivery may at any time be withheld by EZF pending payment of any sum due from Customer to EZF under an Order or any other agreement. To the extent EZF arranges delivery, EZF will return Product via EZF's customary method or the incoming method unless an alternative method has been indicated on the Order or a change authorized by Customer representative. Carriers in all cases shall be deemed to be the agent of Customer, and Customer shall make all claims with respect to delays or damage in transit against the responsible carrier.

8. DELIVERY REQUIREMENTS: Customer is responsible for assuring access points for delivery of Product when necessary and is required.

9. DELIVERY INSPECTION REPORT: Customer must notify EZF in writing of any damage, shortage, or other discrepancy to the Products or the Services which are reasonably discoverable upon arrival within ten (10) days after delivery or completion of Services. Any such damage, shortages, and other nonconformance or other failures under the Order reasonably discoverable upon arrival that are not reported within ten (10) days after receipt of the Products or completion of the Services are forever waived by Customer.

10. STORAGE FEES: A storage fee will be applied monthly up to the maximum allowed by law on all repaired and overhauled Products if delivery is not taken within five (5) days of notification.

11. WARRANTIES:

(A) EZF warrants that Products manufactured and sold by EZF: (1) conform to EZF specifications, and (2) are free from defects in materials and workmanship (under normal usage and provided that EZF's operation and maintenance instructions are followed by competent personnel) (the "Product Warranty"). Product Warranty periods vary by Product. Normal wear and tear shall not be considered a defect.

(B) EZF warrants that it shall use reasonable efforts to provide the Services ordered under the Order (the "Service Warranty," and together with the Product Warranty, the "Warranty"). EZF does not represent or warrant that all Product problems will be corrected or if corrected, corrected to the full satisfaction of Customer. The expressly stated Warranty set forth above is the only warranty given by EZF.

(C) For Products that are not manufactured by EZF, EZF's only responsibility is to assign to Customer any manufacturer's warranty that does not prohibit such assignment.

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(D) Product and parts that are consumed in normal operation are not covered by the Warranty.

(E) If Customer or operator, as the case may be, discovers a defect within the applicable warranty period, it must be reported to the EZF customer service department at 1-203-785-8215 immediately upon discovery.

(F) Within a reasonable time after proper notification, EZF shall, during its normal business hours, Monday through Friday, excluding official bank holidays in the United States, correct any defect covered by the Warranty with either new or used replacement parts, without charge. The original duration of the Warranty shall remain applicable to those parts not repaired or replaced. Any part repaired or replaced is warranted to conform to EZF's specifications and to be free from defects in materials or workmanship appearing within a period after repair or replacement equivalent to the warranty period originally applicable to the Product of which it is a part, subject to the other terms of the Warranty. The above remedies are the exclusive remedies of Customer and operator, and the sole responsibility of EZF, for breach of the Warranty.

(G) EZF's Warranty ceases to be effective if Customer fails to operate and use the Product sold hereunder in a safe and reasonable manner in accordance with EZF's written instructions.

(H) Customer shall not be entitled to any remedy under the Warranty with respect to:

- (i) Products or Services that have been subjected to any alteration, disassembly, tampering, modification, or repair without prior authorization by EZF.
- (ii) Products or Services subjected to experimental running or any type of operation or use other than that for which the Product or Services is designed;
- (iii) Products or Services from which EZF's or vendor's trademark or serial number has been altered, removed, or obliterated without EZF's written permission, excluding any alteration, removal, or obliteration directly caused by accident or mishap;
- (iv) Products or Services that have been in storage or immobilized for one (1) year or more after delivery.

(I) EZF MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE; AND THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE IS IN LIEU OF ANY SUCH WARRANTY AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF EZF.

(J) For purposes of the exclusive remedies set forth in the Warranty, and the limitations of liability set forth below in Section 13 of these Terms and Conditions into which it is incorporated, "EZF" shall be deemed to include EZF, its subsidiaries, and their affiliates, directors, officers, employees, agents, representatives, subcontractors, and suppliers of all of them.

(K) The Warranty is non-transferable and is applicable only to the original Customer.

(L) The Warranty shall not be extended, altered or varied except by written instrument executed by EZF.

(M) Any official action or legal proceeding for breach of the Warranty must be commenced within thirty (30) months after acceptance of the Product or Services or the claim is forever waived.

12. TRADEMARKS/COPYRIGHTS: EZF makes no warranty that the Product and Services are free from, and shall not be liable to Customer for, infringement of the intellectual rights (including patents, trademarks and copyrights) of others, and Customer agrees to assume all risks associated therewith. Customer agrees to hold EZF harmless against any claim for infringement arising out of compliance with Customer's drawings, specifications, requirements or instructions.

13. LIMITATIONS OF LIABILITY AND INDEMNITY:

(A) AS PROVIDED IN THE WARRANTY IN SECTION 11 ABOVE, EZF'S LIABILITY FOR BREACH OF WARRANTY SHALL BE LIMITED TO THE REMEDIES THEREIN PROVIDED. IN NO EVENT SHALL EZF BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM COST OF SUBSTITUTE PROCUREMENT, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF REVENUES, LOSS OF BUSINESS, OR FAILURE OR DELAY IN PERFORMANCE, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT OR ON ANY STRICT LIABILITY THEORY, EVEN

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IF EZF HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOR SHALL EZF BE RESPONSIBLE FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY. EZF SHALL HAVE NO LIABILITY IN EXCESS OF THE AMOUNT OF THE ORDER WHICH IS THE SUBJECT OF THE CLAIM.

(B) To the fullest extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless EZF and its affiliates and their respective officers, partners, directors, employees, agents, successors, and assigns ("EZF Parties") from and against any and all losses, claims, damages, liabilities, expenses (including, without limitation, fees and disbursements of legal counsel and expenses of litigation) or other obligations (collectively "Losses") and threatened Losses to the extent they arise from or in connection with the purchase of the Product or Services by Customer, including but not limited to any of the following: (i) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor or other person, and the damage, loss, or destruction of any real or tangible personal property; (ii) any action taken by or on behalf of Customer in the performance of the Order that causes EZF to be obligated to indemnify, defend, and/or hold harmless any third party; (iii) any claim, demand, charge, action, cause of action, or other proceeding resulting from an act or omission of Customer, its employees, agents, or subcontractors acting in its or their capacity as an employer or potential employer with respect to the claimant; and (iv) any claim by Customer or operator, whether based on warranty or other contract breach, negligence or other tort or on any strict liability theory, for matters disclaimed above. Customer shall fully indemnify and completely hold harmless the EZF Parties as provided above, whether or not negligence or other fault of any of the EZF Parties contributed to, or is claimed or alleged to have contributed to, the claim, action, damage, loss, cost, liability or expense. The only instance in which Customer shall not fully indemnify and completely hold harmless the EZF Parties as set forth above is where the claim is based solely upon the alleged fault of EZF and EZF's fault is adjudicated to be the sole cause of all of the Losses.

(C) EZF shall not be liable for failure to deliver, for delay in delivery, or for any losses or damage to Customer, or to the Product/Services occasioned by delays, in the performance of EZF's obligations, due to: (i) any cause beyond EZF reasonable control or the control of EZF's suppliers or subcontractors; (ii) an act of God, act or omission of Customer, act of civil or military authority, fire, terrorism, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation; or (iii) any other commercial impracticability.

(D) The conditions to performance specifically stated in this provision and elsewhere in the Order shall be the only conditions precedent or subsequent to an absolute duty of performance on the part of Customer and EZF. Any official action or legal proceeding by Customer in connection with the Order, other than provided for elsewhere in the Order, must be commenced within one (1) year from delivery. In no event of breach or repudiation of the Order by EZF shall EZF be liable for indirect, special, third party, incidental, or consequential damages, including without limitation lost profits, data, or goodwill, and Customer hereby agrees not to make any such claim on EZF. Customer agrees to defend, indemnify and hold harmless EZF from and against any claim, loss, liability, expense or damage (including liens or legal fees) incurred by EZF with respect to any of Customer's export or re-export activities contrary to Section 19 – Export & Import Controls.

14. TAXES: Sales and use taxes, payable by Customer, which are presently or may hereafter be imposed by any taxing authority, are not included in the sale price. Any direct or excise tax or import or customs exaction payable by EZF, which may hereafter be imposed by any taxing authority, wheresoever located, upon the manufacture, sale or delivery of Products covered by the Order, or any increase in rate of any such tax or import or customs exaction now in force, shall be added to the sales price. If such charge is not collected at the time of payment or sale price, Customer will hold EZF harmless.

15. CHANGES AND TERMINATION:

(A) EZF shall have the right, in its sole discretion, to terminate the Order if Customer: (i) is unable to pay its debts generally as and when they become due; (ii) is the subject of a legal process declaring it insolvent; (iii) ceases or threatens to cease carrying on its business; or (iv) commits a substantial breach of the Order which is incapable of remedy.

(B) Customer may make a written request for amendment, modification, or termination. If a request for amendment or modification is accepted by EZF, and any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order shall be modified in writing accordingly. Wherever the cost of property made obsolete as a result of the change is included in the price adjustment, Customer shall have the right to prescribe the manner of disposition of such property. If request for termination is accepted by EZF, equitable provision shall be made to EZF for a recoupment of all costs incurred under the Order and for reasonable profit based on time and costs expended. The Order shall continue in effect until such time as payment is received. A written request as specified herein shall give EZFs adequate reason to demand written assurance of Customer's ability and intent to carry out the Order.

16. ENTIRE AGREEMENT; SEVERABILITY: The Order, including these Terms and Conditions, contains the total agreement of the Parties, and all agreements entered into prior to or contemporaneously with the execution of this agreement are excluded whether oral or in writing, except that a contemporaneous writing, signed by both Parties referencing the Order, shall be considered part of the Order. If any provision of the Order shall

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be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of the Order, all of which shall remain in full force and effect.

17. DISPUTE RESOLUTION, GOVERNING LAW, AND FORUM:

(A) The Order shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. The Order shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

(B) In the event a dispute arises under or relates to the Order, the Parties shall diligently attempt to resolve the dispute within thirty (30) days from the date either Party gives written notice to the other of its intent to invoke this provision, during which period neither Party may commence legal action to assert its rights against the other. In the event the Parties do not resolve the dispute within the thirty (30) day period referenced above, either Party may institute legal action to pursue any right or remedy it may have against the other Party. Any legal action or proceeding with respect to the Order shall be brought and maintained in the courts of the State of Connecticut or of the United States of America for the District of Connecticut. By execution of the Order, Customer hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. No action in law or equity arising out of the Order may be brought by Customer more than one (1) years after the cause of action has first arisen.

(C) Customer further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding if such process shall be in writing and either shall be delivered in person or sent by registered or certified mail (return receipt requested), postage pre-paid, and addressed to Customer at the address of Customer stated in the Order. Nothing herein shall affect the right of EZF to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Customer in any other jurisdiction.

(D) EZF shall have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing the Order.

(E) The rights and obligations herein shall survive completion of the final payment under the Order.

18. CONFIDENTIALITY: The Parties agree that, in the course of performance of the Order, it may be necessary and desirable for them to exchange confidential information. For example, all updates, repairs, replacements, fixes, modifications, and other changes to the Product/Services shall be considered EZF's proprietary information, whether or not identified as confidential. To accomplish this confidentiality, the Parties agree as follows: any Party disclosing confidential information to the other Party shall identify such information as confidential when disclosing it. The receiving Party shall not disclose confidential information of the disclosing Party to any person outside its employ, except when authorized by the disclosing Party. Any Party receiving confidential information under this Section shall maintain such information in confidence in the same manner it protects its own confidential information and shall use it only for the performance of the Order, and for no other purpose.

19. EXPORT AND IMPORT CONTROLS: Customer acknowledges and agrees that the ultimate destination of the Product or Services is in the United States, unless otherwise stated in writing. Customer shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the Products or Services to any foreign person without complying with applicable export and import laws and regulations of Customer's country and of the United States, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Customer agrees to obtain and properly utilize U.S. Government export authorization prior to exporting or re-exporting the Products and Services, either in their original form or after being incorporated into other end-items.

20. NOTIFICATION: Customer agrees to notify EZF immediately if Customer is listed in any Denied Persons List, Entity List, or Specially Designated Nationals List, or if Customer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

21. LICENSE AND OWNERSHIP: To the extent that the Products or Services contain or are software, EZF hereby grants to Customer a non-exclusive, non-transferable, personal license to use the software and related documentation. Customer's use of the Products or Services conclusively evidences its acceptance of this license and the Order, including this Section 21. Title to the software shall at all times remain with EZF. Customer agrees that the software, all enhancements, related documentation, and derivative works are, and will remain the sole property of EZF and includes valuable trade secrets. Customer agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Customer agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation.

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22. ASSIGNMENT: Neither Party shall assign the Order without the prior written consent of the other Party, except that EZF may assign it to any of its affiliated companies.

23. RELATIONSHIP: Nothing in the Order shall be construed to place the Parties in the relationship of partners or joint ventures, and the Parties shall have no power to obligate or bind the other in any manner whatsoever.

24. HEADINGS: Any headings or paragraph titles are for the convenience of reference only and shall not define, limit, or extend the scope or intent of the Order or any provision thereof.

25. PROPRIETARY INFORMATION STATEMENT: The Order contains information proprietary to EZF. No part of the information may be reproduced or transmitted in any form without the prior written permission of EZF. The Order supersedes all previous quotations.

26. SURVIVAL: The provisions of the Order which, by their nature, would continue beyond the termination or expiration of the Order will survive the termination or expiration of the Order.