

KATO CABLE - INVOICE TERMS AND CONDITIONS

THE SALE OF PRODUCTS AND SERVICES ("PRODUCTS") BY KATO CABLE, LLC. AND ITS DIVISIONS AND SUBSIDIARIES ("KATO CABLE") ARE SUBJECT TO THESE TERMS AND CONDITIONS ("AGREEMENT") REGARDLESS OF OTHER OR ADDITIONAL TERMS OR CONDITIONS THAT CONFLICT OR CONTRADICT THIS AGREEMENT IN ANY PURCHASE ORDER, DOCUMENT, OR OTHER COMMUNICATION ("ORDER"), PREPRINTED TERMS AND CONDITIONS ON ANY CUSTOMER ("CUSTOMER") DOCUMENT (FOR EXAMPLE: PURCHASE ORDERS OR CONFIRMATIONS) AND/OR KATO CABLE FAILURE TO OBJECT TO CONFLICTING OR ADDITIONAL TERMS WILL NOT CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT.

1. ORDERS. All Orders are subject to acceptance by KATO CABLE. All orders are considered custom and therefore are non-cancelable and non-returnable. The Customer may not cancel or reschedule Orders without KATO CABLE consent.

2. EXCESS MATERIAL. Any excess material due to minimum buys, package quantity, order reductions, or order cancellations will be the sole responsibility of the Customer. Kato Cable will make every effort to use any excess material for other builds if requirements exist or to try to return material to the supplier. All applicable re-stocking fees will also be the responsibility of the customer. Customer agrees to pay for excess material upon receiving a list of said material along with its associated costs at net 10 days from invoice date.

3. PRICES. KATO CABLE quoted prices apply for 30 days or as otherwise stated in its quote. KATO CABLE may increase prices if KATO CABLE costs increase or other circumstances beyond KATO CABLE reasonable control. Prices are for Products only and do not include taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority. Customer is responsible for any additional fees and taxes.

4. TERMS OF PAYMENT. Payment of the total invoice amount, without offset or deduction, is due 30 days from the invoice date or per prior agreement. On any past due invoice, KATO CABLE may charge interest from the payment due date to the date of payment (at 1 ½ % per month), plus reasonable attorney fees and collection costs. KATO CABLE may change the terms of Customer's credit at any time. KATO CABLE may apply payments to any of Customer's accounts.

5. DELIVERY AND TITLE. Customer is responsible for all shipping costs and any applicable surcharges. Title and risk of loss pass to Customer upon delivery of the Products to the carrier. KATO CABLE delivery dates are estimates only and KATO CABLE is not liable for delays in delivery. KATO CABLE reserves the right to make partial shipments and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

6. ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS. Customer must notify KATO CABLE in writing of any damage, shortage, or other discrepancy to Products within 10 days after delivery. After the 10th day Customer is deemed to have accepted the Products and may not revoke acceptance. Customer cannot return Products without a return material authorization ("RMA") number. Returned Products must be in original manufacturer's shipping cartons or equivalent. Customer must return all Products, freight prepaid, as specified in the RMA At KATO CABLE discretion, KATO CABLE will return all Products not eligible for return to Customer freight collect, or hold Products for Customer's account at Customer's expense.

7. KATO CABLE LIMITED WARRANTY. KATO CABLE will transfer to Customer any Product warranties and indemnities authorized by the manufacturer of components, including any transferable warranties and indemnities for intellectual property infringement. KATO CABLE warrants the Products will conform to the manufacturer's specifications. Value-added work performed by KATO CABLE on Products will conform to Customer's written specifications accepted by KATO CABLE prior to commencing such work ("Customer's Specifications"). KATO CABLE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. KATO CABLE MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT. If Products do not meet manufacturer's specifications or if value-added work by KATO CABLE does not meet Customer's Specifications the Products will be, at KATO CABLE choice: (1) repaired, (2) replaced at no cost to Customer; or (3) refund Customer's purchase price. Customer must return Products to KATO CABLE, within 30 days from date of delivery, freight charges prepaid.

8. LIMITATION OF LIABILITY. KATO CABLE IS NOT LIABLE FOR AND CUSTOMER IS NOT ENTITLED TO ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; FOR EXAMPLE, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE, REWORK, MANUFACTURING EXPENSE, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS. CUSTOMER'S RECOVERY FROM KATO CABLE FOR ANY DIRECT DAMAGES WILL NOT EXCEED THE PRICE OF THE PRODUCT AT ISSUE. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD KATO CABLE HARMLESS FROM ANY CLAIMS BASED ON: (i) KATO CABLE COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (ii) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN KATO CABLE, OR (iii) USE IN COMBINATION WITH OTHER PRODUCTS.

9. FORCES BEYOND KATO CABLE CONTROL. KATO CABLE is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond its reasonable control, (for example: acts of God, acts or omissions of the Customer, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources).

10. USE OF PRODUCTS. Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Customer uses or sells the Products for use in any such applications, Customer acknowledges that such use or sale is at Customer's sole risk. Customer will indemnify, defend and hold KATO CABLE and the Product manufacturer harmless from and against any and all liabilities and costs arising out of or in connection with such use or sale.

11. EXPORT/IMPORT. Certain Products sold by KATO CABLE and other related technology and documentation are subject to export control laws, regulations and orders of the United States and the export or import control laws and regulations of other countries. Customer will not directly or indirectly export or divert any Products and other related technology and documentation to any third party or country where such export or transmission is restricted or prohibited. Customer agrees it is responsible to obtain any license to export, re-export, or import as may be required.

12. PRODUCT INFORMATION. Product information, such as, including information related to a Product's specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by KATO CABLE from its suppliers or other sources. Such information is provided by KATO CABLE on an "AS IS" basis, makes no representation as to the accuracy or completeness of the Product information, and DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. KATO CABLE recommends Customer validate any Product information before using or acting on such information. All Product information is subject to change without notice. KATO CABLE is not responsible for typographical or other errors or omissions in Product information.

13. ELECTRONIC ORDERS. In the event that any part of the purchase and sale of Products utilizes electronic data interchange, internal or third party portal, or any other electronic means ("Electronic Purchase Order"), this Agreement, or any other validly executed agreement between KATO CABLE and Customer, will continue to apply to the purchase and sale of Products between Customer and KATO CABLE.

- 14. GENERAL.**
- The laws of the State of Minnesota will exclusively govern any dispute between KATO CABLE and Customer. The United Nations Convention for the International Sale of Goods shall not apply.
 - Customer may not assign this Agreement without the prior written consent of KATO CABLE. KATO CABLE or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns.
 - This Agreement can only be modified in writing signed by authorized representatives of both KATO CABLE and Customer.
 - KATO CABLE and Customer are independent contractors and agree that this Agreement does not establish a joint venture or partnership.
 - Statements or advice (technical or otherwise) if given without charge, are an accommodation to Customer and KATO CABLE has no responsibility or liability for the content or use of such statements or advice.
 - KATO CABLE failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.
 - The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.
 - Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.
 - Customer and KATO CABLE will comply with applicable laws and regulations.