



Thank you for selecting Priority Wire & Cable, Inc. ("Priority Wire") as a supplier of cable and wire products. Priority Wire has been doing business since 1993, and we are extremely pleased to have the opportunity to demonstrate our commitment to your company and its cable and wire needs.

Unless otherwise specifically agreed in writing, all purchase orders submitted to Priority Wire shall be subject to the following terms and conditions:

1. **PAYMENT.** All amounts due for goods and services purchased from Priority Wire are payable at P.O. Box 398, North Little Rock, Arkansas 72115, no later than the due date specified on purchaser's invoice (normally 30 days following date of purchase). The goods and/or services purchased from Priority Wire are not payable in installments but are payable in full as stated herein. All late payments are subject to finance charges up to the maximum allowed by law. Special orders and non-stock items will require a deposit and/or payment in full prior to delivery. In the event its account becomes delinquent and is turned over to an attorney for collection, purchaser shall pay reasonable attorneys' fees plus all court costs and attendant collection costs.

2. **WARRANTY.** Priority Wire warrants that, unless otherwise agreed in writing and signed by Priority Wire and purchaser, all products sold to purchaser ("Products") will meet the express written specifications (if any) in the applicable purchase order and will be free from defects that adversely affect the performance of the Products. Purchaser acknowledges and agrees that the express limited warranties are the only representations, warranties (express or implied), or promises made by Priority Wire with respect to any Products that it supplies. Priority Wire will repair or replace defective Products for the length of time warranted by the manufacturer of the Products, but in no event for more than one year. Since the length of the warranty will vary from product to product, if purchaser wants confirmation of the warranty term then purchaser should request the length of the warranty from Priority Wire at the time of purchase and secure a response from Priority Wire in writing (as a verbal response will not be enforceable). This warranty is in lieu of all other warranties, express or implied, and of all obligations or liabilities on the part of Priority Wire for damages, including but not limited to consequential damages, arising out of, or in connection with, the use or performance of the Products. To the greatest extent permitted under applicable law, purchaser waives all, and agrees that it will not assert, seek, or recover any, special, indirect, consequential, exemplary, and/or punitive damages, including, without limitation, those relating to denial or modification of any order, delay in shipment, lost profits, loss of use, or other event. Priority Wire specifically disclaims all other express or implied warranties, including the warranties of infringement, merchantability, and fitness for a particular purpose, and/or arising from a course of dealing or usage. There are no warranties which extend beyond the description set forth herein. In no event shall the total liability of Priority Wire, whether in contract or in tort,

exceed the total contract purchase price of the Products. This warranty is limited to the cost of the Products and does not include the cost of any labor charges. Any unauthorized modification, any unauthorized, faulty or insufficient installation or maintenance, or any misuse or abuse of the Products, shall void each and every applicable warranty. Priority Wire shall have no responsibility or liability with respect to: 1) matters not reported in writing within the warranty period or 12 months of the date of shipment, whichever is sooner, 2) failure or damage due to modifications, misapplications, abuse, improper, faulty or insufficient installation, misuse, or abnormal conditions of use, 3) Products damaged in shipment or otherwise damaged through no fault of Priority Wire, 4) expenses incurred by purchaser for installation of Products prior to discovery of the alleged defect or expenses incurred in an attempt to correct the same, 5) expenses incurred by purchaser for removal of nonconforming products and the expense of installation of replacement products, 6) failure or damage which cannot conclusively be proven to have proximately and solely resulted from a defect in materials or workmanship.

3. CHOICE OF LAW AND FORUM. The purchase of Products from Priority Wire, and these terms and conditions, shall be governed by the laws of the State of Arkansas. Purchaser consents and agrees that Priority Wire may maintain any suit to collect any debt owed to Priority Wire in any court in Pulaski County, Arkansas, which has subject matter jurisdiction, and purchaser expressly consents and submits to the jurisdiction, and waives any objection to venue or personal jurisdiction, of any such court.

4. FORCE MAJEURE. Priority Wire shall not be liable for failure to perform, including but not limited to any failure to meet delivery terms, to the extent that it, or its subcontractors and suppliers, are prevented from performing any obligation or service hereunder, in whole or in part, if such failure is a result of causes beyond Priority Wire's reasonable control, including, without limitation: acts of God, acts of terrorism, strikes, lockouts, riots, acts of war, material shortages, supply chain shortages, communication line failures, power failures, epidemics, pandemics, quarantines, steps taken in compliance with governmental health and safety guidelines, or other circumstances beyond its reasonable control.

These terms and conditions shall govern each and every purchase order submitted to Priority Wire, notwithstanding any conflicting terms and conditions that are included in the purchase order. Any conflicting terms included in a purchase order submitted to Priority Wire are superseded by these terms and conditions and shall be null and void and of no effect as to purchases made from Priority Wire.

By submitting a purchase order to Priority Wire, you agree to the terms and conditions in effect at the time of the purchase order and that such terms and conditions shall govern the transaction. You further agree that any conflicting terms included in a purchase order shall be null and void as to purchases made from Priority Wire.