

PAYMENT

For purposes of payment, each shipment and invoice therefore shall be a separate sale. Payment is due and payable thirty (30) days after invoice date unless otherwise specified herein. A FINANCE CHARGE OF 1 1/2% PER MONTH WILL BE ADDED TO THE UNPAID BALANCE ON ALL ACCOUNTS NOT PAID IN FULL ON OR BEFORE THE DUE DATE. THE FINANCE CHARGE IS EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF 18%. Time is of the essence and, in addition to any other rights, Service Wire shall further have the right, at its option, to terminate this agreement without notice to Buyer if payment is not made on or before the due date, or if Buyer becomes insolvent, or if Buyer's ability to pay debts in the normal course of business otherwise becomes impaired.

QUANTITY VARIATION

On all orders, quantities are subject to a quantity variation of plus or minus ten percent (10%) unless otherwise specified or agreed upon.

RETURNED GOODS

No credit will be allowed for goods returned without Service Wire's prior authorization, nor will Service Wire accept responsibility for return shipping costs. All returned goods will be subject to a restocking charge. All claims for credit must be made within 7 days of receipt of goods. Merchandise cut to Buyer's measurements, or manufactured to Buyer's specifications, cannot be returned.

DELIVERY

Delivery or shipment dates specified are Service Wire's best estimates and will not bind Service Wire to ship or make deliveries on the date specified. Service Wire shall have no liability whatsoever for failure to meet delivery or shipment schedules.

Service Wire reserves the right to invoice buyer after having held finished manufacture product at our facility fifteen (15) days after scheduled shipping date. In addition after 15 days, storage charges will be charged to buyer.

Buyer's order is accepted subject to Service Wire being able to obtain the necessary raw materials and subject to government priorities and other government regulations that may be issued from time to time.

ACCEPTANCE

Buyer's assent to the terms and conditions hereof may be expressed either by written acceptance or by failure to object to the terms and conditions hereof within 10 days of its receipt by Buyer.

PRICE

Unless otherwise specified, prices are subject to change without notice. All shipments will be billed at prices in effect at date of shipment unless otherwise stated in writing.

TAXES

Any applicable Federal, State, and/or local taxes imposed by reason of this sale shall be for the account of the Buyer.

LIMITED WARRANTY

All Service Wire's products are carefully inspected, tested, and packaged before shipment, and are receipted for by carrier in first class condition. Should any goods or materials prove defective due to defects in manufacture within one year from invoice date, upon written notice to Service Wire, such material shall be replaced F.O.B. original destination point. This guarantee covers the cost of replacement of the product only and does not include the cost for installation, shipping, and handling. In no event will Service Wire be liable to the purchaser or the ultimate user of its product or any other party, for any damages, including but not limited to, loss of profits, loss of use, cost to repair, replacement of damaged goods or property; or any other incidental or consequential damages arising out of the use of the product, even if Service Wire, its agents or representatives, has been advised of the possibility of such damages.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES FOR LABOR CHARGES, OR MERCHANTABILITY, AND OF FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE VOIDED IF ANY WORK OR MODIFICATION IS PERFORMED ON THE CABLE WITHOUT FACTORY AUTHORIZATION.

This limited warranty represents the complete and exclusive agreement between Service Wire and Buyer concerning warranties of the product and supersedes any proposal or prior agreement, oral or written, and any communications between Service Wire and Buyer concerning the product.