



Wire & Cable | Tubing & Sleeving | Tools & Accessories
Complete Value-Added & Supply Chain Services

Serving the OEM, Aerospace & Electronic Manufacturing Markets

ANIXTER TERMS AND CONDITIONS OF PURCHASE

1. Acceptance of this order for the products and/or services described on the front hereof (collectively, the "Products" unless services are separately referred to) is subject to these terms and conditions, together with any additional or different terms mutually agreed to in writing by Buyer. Acceptance of this order by Seller will occur upon the happening of any of the following: (i) receipt by Buyer from Seller of written acceptance of this order or written notice that Seller will provide the Products; (ii) provision by Seller to Buyer of any Products; and (iii) any other conduct of Seller which recognizes the existence of a contract pertaining to the Products. If this order has been issued by Buyer in response to an offer and if any of the terms on this order are additional to or different from any terms of such offer, the issuance of this order by Buyer shall constitute an acceptance of such offer subject to the express condition that Seller assent to such additional and different terms. The terms and conditions herein supersede all prior written or oral statements between Buyer and Seller and constitute the entire and only agreement between them relating to the Products, and any prior course of dealing, usage of trade, or verbal agreement not reduced to a writing signed by Buyer shall not be binding on Buyer.
2. If the price is omitted on the front of this order, Seller's price shall be the lowest current net price quoted by Seller to any other customer for the same or commercially similar goods, but not higher than the price last quoted by Seller to Buyer.
3. Buyer shall not be liable for any tax unless the amount of such tax is separately stated in the invoice. Seller shall not add any taxes to the price of Products which Buyer is entitled to purchase on an exempt basis, provided that Buyer provides Seller with such exemption certificates or similar documents as required by law to effect exempt purchases. Seller will provide Buyer with such documentation as Buyer requires in order to claim tax credits, refunds, rebates or similar relief for taxes charged to Buyer.
4. Unless otherwise stated on the front of this order, price is FOB destination. Title to the Products and risk of loss pass to Buyer upon receipt. The Products are to be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet the carrier's requirements. No charges will be allowed for such packing or preparation unless otherwise stated on the front of this order.
5. Seller warrants that the Products will conform to the specifications, drawings, samples or other description furnished to Seller; will be of new manufacture and free from defects in material and workmanship; will be free and clear of all liens and encumbrances; and will comply with all other warranties implied in fact or by law. Such warranties shall run to Buyer and its customers and shall continue in full force and effect and Seller shall not be relieved of such warranties by Buyer's inspection of or payment for the Products. Seller will obtain and assign to Buyer or Buyer's customer the warranties provided by the manufacturers or suppliers of material or equipment incorporated into the Products, and will perform its responsibilities so that such warranties remain in full force and effect. Buyer and its customers may inspect the Products at Seller's plant on request.
6. Seller will defend, indemnify and hold harmless Buyer, its directors, affiliates, employees, and agents from and against any and all claims alleging (i) infringement or interference with any intellectual property or proprietary rights, including but not limited to, infringement of any United States Letter Patent, trademark, copyright, or service mark; or (ii) property damage, injuries or death to persons, or any other damage, loss cost or expense (including judgments paid and attorneys' fees and expenses reasonably incurred) arising out of the purchase, use or operation of any Products, except to the extent such a claim arises out of the negligence of Buyer or another indemnified party.
7. If the words "On Release" or other such words are inserted in the section "Date Required" on the front of this order, or if such section is left blank, then delivery under this order shall be made as specified in releases delivered by Buyer to Seller. Unless otherwise stated in such release or on the front of this order, the Products shall be delivered within 30 days from the date of delivery of such release. Seller agrees that all deliveries will be made within the schedule set out in this order or per releases as provided in this Section. Time is of the essence. Buyer may delay the delivery date for a reasonable period without additional charge.
8. Buyer may change this order. Any claim by Seller to an adjustment in the purchase price or delivery date(s) must be asserted by Seller in writing to Buyer within 10 days after Seller's receipt of Buyer's change order; otherwise Seller waives his right to such an adjustment. After receipt of Seller's claim for an adjustment, Buyer may cancel all or part of this order, without liability to Seller.
9. Buyer may cancel all or part of this contract with respect to Products not delivered. If Buyer cancels for convenience, Seller shall be entitled to actual costs reasonably incurred by Seller and properly allocable to the cancelled portion of the contract, but no more than the contract price for that portion of the contract that has been cancelled. If Seller fails to deliver at the time specified or



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otherwise breaches this contract, Buyer, in addition to any other remedies it may have under this contract or at law, may cancel all or part of this contract with respect to Products not delivered, and without liability for costs relating to the cancelled portion of the contract. In no event shall Buyer be liable for lost profits.

10. Seller, where applicable, agrees to be bound by the clause at 48 CFR 52.219-8 (Utilization of Small Business Concerns), and the equal opportunity clauses set out at 41 C.F.R. §60-1.4(a), 41 C.F.R. §60-250.5(a), and §60-741.5(a), as amended from time to time. Said clauses in their entirety are incorporated herein by reference. Seller further represents that it is in compliance with and will continue to comply with all applicable federal, state and local labor and equal employment opportunity laws, executive orders and regulations.
11. Seller will provide all test reports, drawings, start up service and other engineering service required by Buyer's customer, if Seller has been advised or is otherwise aware of such requirements. Certified test reports shall be maintained by Seller against Buyer's order number for a period of 5 years from date of shipment. Tests should be performed to the relevant governing specifications or variations as specified in our order.
12. Seller shall obtain and maintain, at its expense, a policy or policies of Product Liability Insurance, with Broad Form Vendor's Endorsement, with policy limits of not less than \$1,000,000 and such other policies of insurance as Buyer reasonably requests, naming Buyer as an additional insured, in such amounts and in such companies and containing such other provisions which shall be satisfactory to Buyer, covering Products sold to Buyer hereunder. All such policies shall provide that the coverage thereunder shall not be terminated without at least 30 days prior written notice to Buyer. Certificates of Insurance shall be provided to Buyer upon request.
13. Buyer's failure to enforce any right or remedy shall not be a waiver of such right or remedy or of Buyer's right thereafter to enforce every provision of this contract. Buyer's waiver of any breach shall not be a waiver of any other breach.
14. Seller shall not assign this contract or delegate its rights or obligations under this contract without Buyer's written consent.
15. Upon notice to Seller, Buyer may deduct damages for breach of warranty or of any other provision of the contract from amounts due Seller on any invoice, whether or not such invoice relates to the transaction occasioning the breach.
16. The formation and performance of this contract shall be governed by the internal laws (excluding conflict of law provisions) of State of Illinois.