1. ACCEPTANCE. These Terms and Conditions of Purchase and all documents referenced herein (collectively, the "Order") is an offer by Cable USA LLC ("Buyer") to purchase the goods ("Goods") and/or services ("Services") and together with the Goods, the "Deliverables") described in Buyer's purchase order from the person or entity to whom the purchase order is addressed ("Seller"). Acceptance of the Order is at Buyer's discretion. The terms and conditions contained herein shall govern the purchase of Deliverables by Buyer and supersede all prior and contemporaneous terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the provisions of the Order is hereby deemed material and objected to and rejected. No terms of any document or form submitted by Seller shall be effective to alter or add to the provisions contained in the Order. Unless otherwise stated herein, Seller's acknowledgment of the Order, shipment of Goods or commencement of any Services shall constitute acceptance by Seller.

2. PRICES. The prices are the lower of Seller's prevailing prices or as stated on the Order and are otherwise fixed, firm and not subject to increase. Unless otherwise expressly agreed by Buyer in writing, the price includes all taxes (sales, use, excise, privilege, ad valorem, and other taxes, duties, tariffs and assessments) applicable to the Goods and Services. Unless otherwise agreed by Buyer in writing, Buyer shall pay all properly invoiced amounts due to Seller within 90 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

3. DELIVERY. Time is of the essence. Unless otherwise agreed by Buyer in writing, all shipments are FOB Buyer's designated facility (Incotermos 2010) and title and risk of loss/damage shall pass to Buyer at such time and place. The Order must be shipped complete for delivery by the date requested. Seller shall deliver Goods in the quantities and on the date(s) specified in the Order. Buyer shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may, at Buyer's option, be returned at Seller's expense.

4. WARRANTY. Warranties that (i) all Deliverables are and will be (a) in full conformity with specifications, drawings, samples, quantities, delivery schedules, and descriptions furnished, or specified by Buyer; (b) free from defects in material, workmanship and design, (c) merchantable and fit and sufficient for the purposes intended; (d) free and clear of all liens, Claims, security interests or other encumbrances; (e) free of claims of infringement or misappropriation of any third party's intellectual property rights; and (f) produced or provided in compliance all applicable foreign, federal, provincial, state, and local laws and regulations as well as requirements and standards applicable to the Deliverables including without limitation REACH, RoHS and Prop 65 ("Laws"); and (ii) Seller shall (a) comply with all applicable Laws and Buyer's prime contract (if any); and (b) refrain from any acts or steps of any nature, legal, unethical, unethical, illegal, or otherwise, which shall cause Buyer or Buyer's insurer to be required to pay or assume any cost or expense related to the Goods or Services, including without limitation inspection, testing, delivery, acceptance, termination and payment and failure to inspect, test or discover any defect or other nonconformance. These warranties shall be in addition to all other warranties, express, implied or statutory. NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE OR LIMIT ANY RESPONSIBILITY OF SELLER'S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.

6. INSPECTION. All Deliverables are subject to inspection and testing by authorized representative(s) of Buyer and/or Buyer's customers at all reasonable times and places, including during production. Buyer reserves the right to reject or revoke acceptance, in whole or in part, of Goods which fail to meet any requirement of the Order, notwithstanding inspection, testing, delivery, acceptance and/or payment and such Goods may, at Buyer's option, be returned to Seller at Seller's cost or held for disposition at Seller's choice and expense.

7. INDEMNIFICATION. Seller, shall defend, indemnify and hold Buyer, its affiliates and their respective officers, directors, members, managers, shareholders, employees, customers, successors and assigns, harmless against any and all claims, demands, damages, losses, liabilities, lawsuits, disputes, suits and/or proceedings, claims, settlements, penalties, costs and expenses including without limitation all attorneys' fees and litigation costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, whether direct, indirect, incidental, consequential, or otherwise (collectively, "Claims") arising out of relating to (i) the Deliverables (including death, injury and property damage); (ii) actual or alleged act, omission, negligence or failure to comply with the Order or any other agreement hereunder; (iii) actual or alleged or infringement or misappropriation of any IP Right; (iv) loss or damage to Buyer's Property; and (v) Seller's breach of the Order. Seller shall not enter into any settlement without Buyer's prior written consent. This indemnification is in addition to the warranty obligations of Seller.

8. INTELLECTUAL PROPERTY. Seller represents and warrants that the manufacture, sale, performance and use of the Deliverables will not infringe any patent, copyright, trademark, trade secret, know how or other intellectual property or proprietary right ("IP Right"). If all or any portion of the Goods, Services or Deliverables infringe any infringement of any IP Right, Buyer shall at all times, and at its own expense, either procure for Buyer the right to continue using such Goods royalty-free or replace such Goods to Buyer's satisfaction with non-infringing goods of equal quality and performance.

9. INSURANCE. Seller shall obtain and at all times in which the Order is in effect and for no less than two (2) years thereafter, maintain at its cost insurance as designated by Buyer from time to time, but no less than insurance with insurers having a current A.M. Best rating of "A-" or better: (i) primary comprehensive or commercial general liability insurance with limits of at least $2 million per occurrence and the aggregate; and (ii) limits of liability for IP Rights of a $2 million products-completed operations aggregate and a $2 million general aggregate, including coverage for: (i) Products and Completed Operations liability; (ii) Blanket Contractual liability; and (iii) Cross Liability endorsement or Severability of Interest clause. Insurance required shall: (i) be endorsed to include insurance policies or any other written or oral agreements with directors, employees, representatives and agents as additional insureds; (ii) be endorsed to waive any rights of subrogation against Buyer; (iii) provide contractual liability coverage to Seller for its indemnity obligations; and (iv) be endorsed to provide that such insurance is primary to and non-contributory with any other insurance obtained by, or on behalf Buyer not in any case including any other insurance maintained by Buyer or Seller. Seller shall provide written notice to Buyer no less than 30 days prior to the effective date of cancellation or material reduction of any required insurance coverage. Prior to and at any time upon reasonable request, Seller shall provide certificates of insurance to Buyer along with other documentation as may be reasonably required by Buyer to evidence the insurance coverages required herein. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer.

10. CHANGES. No change to any Order is binding upon Buyer unless it is in a signed writing, and signed by an authorized representative of Buyer. Any alteration to the Order that results in a breach of the Order, notwithstanding inspection, testing, delivery, acceptance and/or performance of the Services or to otherwise perform hereunder if such failure or inability is due to causes beyond Buyer's control.

11. TERMINATION. Buyer may terminate any Order, in whole or in part, without liability to Buyer at any time, if: (i) Seller breaches the Order or fails to deliver the Goods or to perform the Services by the date specified in the Order; (ii) a) a recall is required to repair, replace or refund Buyer or Buyer's insurers as may be required in drawings, specifications, quantities, delivery schedules, and descriptions furnished by Seller to any other person or entity without Buyer's prior written consent. Seller shall require its insurer to waive any rights of subrogation against Buyer, or provide contractual liability coverage to Buyer for its indemnity obligations; and (iii) Buyer provides no less than seven (7) days' written notice to Seller. Buyer's rights and remedies are cumulative, not exclusive and in addition to its rights and remedies at law, in equity or otherwise. No termination shall affect any accrued rights or obligations of either party or any rights that have already accrued.

12. AUDIT. Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

14. PROPERTY. Title to and right of immediate possession of any property, including, without limitation, patterns, tools, jigs, dies, equipment and materials ("Buyer's Property") furnished or paid for by Buyer to provide Buyer with adequate insurance of its ability to perform within five days after Buyer's request therefor; or (v) Buyer provides no less than seven (7) days' written notice to Seller. Buyer's rights and remedies are cumulative, not exclusive and in addition to its rights and remedies at law, in equity or otherwise. No termination shall affect any accrued rights or obligations of either party or any rights that have already accrued.

15. AUDIT. Buyer and its designees shall have the right to audit and inspect Seller and Seller's suppliers records and facilities to determine Seller's and its supplier's compliance with the Order.

16. NOTICES. All notices to Buyer be given in writing and will be effective upon personal delivery, on the third day after mailing if sent by certified mail, postage prepaid, return receipt requested, or, if so required, at any time and place of delivery, and in each case if addressed as set forth in the Order or such other addresses a party may designate in writing from time to time.

17. INFORMATION. Buyer and its employees, documents, specifiers, comments and data ("Information") hereforeforth or hereafter furnished or disclosed by Buyer to Seller is and shall remain the confidential and proprietary information of Buyer and shall be maintained in strict confidence and only used for purposes of fulfilling an Order. Further, Seller shall not in any manner advertise or promote any Deliverables furnished or paid for by Buyer, except that Buyer may make Distribute Buyer's Property and acknowledges that its obligation to return Buyer's Property upon demand is unconditional.

18. INVOICES. The parties agree that for any transactions, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically, and any document created pursuant to an Order may be maintained as a facsimile copy in the permanent records of an Order. Neither party shall raise any objection to the authenticity of any Order nor any document created thereby, based on the use of a facsimile signature, electronic order or the use of an electronic copy.

19. MISCELLANEOUS. All waivers by Buyer shall be in writing. No delay or omission in the exercise of any right, power, or remedy of Buyer hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein. Seller shall not assign any Order or any monies due or to become due from Buyer without Buyer's prior written consent. The Order shall be construed in accordance with the laws of the state of Buyer's principal place of business or the state of Seller's incorporation, without regard to any rules on conflicts of laws. In
case any one or more provisions contained in an Order shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Provisions which by their nature should survive will remain in force after any termination or expiration. The section headings contained herein are not part of the Order and are included solely for the convenience of the parties. If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order.

20. **Buyer** requires products or services to be manufactured/supplied per the requirements of your registered/accredited quality management system, as applicable (e.g., ISO 9001, AS9100, ISO 17025).

21. **Buyer** requires our suppliers to inform us of any nonconforming product and, as applicable, to obtain **Buyer** approval prior to shipment.

22. We require you to inform **Buyer** of any changes in product or manufacturing process and, as applicable, to obtain **Buyer** approval prior to any such change.

23. **Buyer** requires our suppliers to pass down any and all applicable requirements from this Purchase Order to your suppliers, including critical quality characteristics.

24. When applicable, seller shall provide Certificates of Conformance and Analysis and Test Data Results for materials supplied to **Buyer**.

25. **Buyer** requires our suppliers to provide Test Specimens, as applicable.

26. As applicable, **Buyer** requires the retention of any Test Specimens, Test Data Results, and Certificates of Conformance and Analysis for a period not less than 7 years.

27. **Buyer** requires your company’s compliance with all applicable Product Stewardship Initiatives, such as RoHS, REACH, and The Dodd-Frank restrictions on the use of Materials sourced from Prohibited Regions (Conflict-free). As applicable, we require you to provide evidence of your company’s Environmental Initiatives, and Certificates of Conformance with Regulations and Restrictions.

28. **Buyer** requires that all of our suppliers conduct their business in compliance with all applicable laws governing trade, manufacturing, labor, environmental hazard controls, and all other known restrictions or initiatives enforced to ensure the ethical integrity of our supply chain.