



**CAPITAL
ELECTRIC WIRE &
CABLE COMPANY**

W231 N2840 Roundy Circle
Pewaukee, WI 53072
(800) 227-9473
(262) 650-1400
FAX: (262) 650-1410

TERMS AND CONDITIONS OF SALES

1. ACKNOWLEDGEMENT

Capital Electric Wire & Cable (herein referred to as "Capital") will issue an order acknowledgement either via fax or email upon acceptance and authorization of an order. The acknowledgement constitutes the entire agreement between Capital and the Buyer and will supersede any previous agreements. Prices stated on the order acknowledgement shall prevail in the event of a discrepancy between it and the Buyer's written order.

2. MINIMUM ORDER

The minimum order is \$25.00. Higher minimum orders may apply for non-stock or made-to-order products. Please contact your Capital sales office regarding the details of your order.

3. PRICES

All prices and charges are stated in the U.S. dollars unless otherwise noted. All shipments will be invoiced at the prices agreed to on the quotation and the order acknowledgement except for pre-negotiated adjustments either upward or downward due to the price of copper on the date of shipment.

4. TAXES

Buyer must furnish Capital with a tax exemption certificate that is acceptable to the appropriate taxing authority, either prior to, or along with a purchase order. If a tax exempt certificate has not been supplied, Wisconsin sales tax or governmental charges shall be collected by Capital and required to be paid by the Buyer. Customers outside Wisconsin are responsible for appropriate U.S. tax payment.

5. PAYMENT

Times and terms of payment are of the essence. Payment terms are Net 30 days from the invoice date, unless otherwise negotiated. Freight bills are Net 15 days. Upon any default by the Buyer or any assignment for the benefit of creditors or preceding in insolvency or bankruptcy or for a receiver by or against the Buyer, the Seller may at its option, terminate this order without notice, and such right to terminate shall continue un-waived by any failure of the Seller to exercise its right in any particular case. In case the Seller shall have doubt at any time as to the Buyer's financial responsibility, Seller may decline to make further deliveries except upon cash or satisfactory security.

6. TOLERANCES

Unless otherwise specifically noted, quantities are subject to normal shipping tolerances of **plus** or **minus** ten percent (10%) without effect on unit price, in accordance with industry practice.

No liability shall result from delay in performance or non-performance, cause by contingencies, happening, or causes beyond the control for the Seller, including, but not limited to fire, storm, power failure, labor trouble or shortage, war, act of Government, accidents, inability to obtain materials, equipment or transportation or act of God. Quantities of products affected by such circumstances may be eliminated without liability but the order shall otherwise remain unaffected.

All claims as to quantity of goods delivered must be made within 15 days from the date of delivery; failure to give such notice of claim within such 15 day period shall constitute a waiver by Buyer of all claims with respect to quantity of goods delivered.

All claims regarding freight damage **MUST** be noted on delivery documents.

TERMS AND CONDITIONS OF SALES -- continued

7. CANCELLATION

Orders cannot be cancelled without Capital's written consent and then may be subject to a payment of a reasonable cancellation charge. Non-stock and special made-to-order products identified as such on the order acknowledgement are non-cancelable by the Buyer.

8. WARRANTIES

The Seller warrants, in lieu of all other warranties, expressed or implied, that all goods furnished hereunder shall be of first class materials. If any goods supplied by Seller prove, on inspection, to be defective in material or workmanship, or fail to meet the specifications therefore, Seller's liability shall be limited to replacement of the same or refund to the Purchaser of the purchase price of the goods. Because of conditions over which the Seller has no control attending the customer's use of materials furnished hereunder, Seller's liability for damages hereunder shall in no case exceed the purchase price of the quantity consumed of the particular shipment with respect to which such damages may be claimed. Failure to give notice of any claim within 30 days from date of delivery constitutes a waiver by Buyer of all claims in respect to such goods.

9. RETURN POLICY

Upon authorization by Capital, a Return Material Authorization ("RMA") will be issued which authorizes the return of the material. Stock lengths shipped from the Company's inventory may be accepted for return provided the material is in its original box and is in resalable condition. Once the material is received, inspected, and otherwise determined to be in original resalable condition, a credit equal to the purchase price of the material less any restocking charge will be issued. The Purchaser shall be responsible for all outbound and inbound transportation charges, which may include a handling charge for material delivered via Capital truck. For material special ordered for a customer, the appropriate manufacturer's return policy shall apply. Additionally, if the manufacturer does authorize return of the material, a twenty percent (20%) surcharge may be applied over and above the manufacturer's restock charge to offset administrative expenses incurred by the Company. There will be no authorization issued for return of any **material cut** or **custom manufactured** to the customer's specifications.

Upon determination that *Capital has shipped* incorrect material, a RMA will be issued, which authorizes the return of the material for a full credit and the Company shall assume responsibility for reasonable outbound and inbound transportation charges incurred in the transaction. However, the installer has the obligation to ascertain the correctness of the material before any attempt is made to install it. Therefore, the Company will not accept the return of, nor issue an RMA or credit for, any material which bears any appearance of having been installed, totally or in part, nor will transportation expenses be allowed.

All requests for returns must be made within six months from the date of the original invoice. Absolutely **No** returns will be authorized beyond that time frame. The RMA issued for the return of the material must accompany the return or the RMA number referenced on the packing slip. All authorized returns must be affected within thirty (30) calendar days from the date of the issuance of the RMA.

10. ADDITIONAL CONDITIONS

This agreement is not assignable or transferable by Buyer in whole or in part, except with the written consent of Seller.

Upon request, the Seller will endeavor to furnish such technical advice as is has available in reference to use of its products by Buyer; it being expressly understood, however, that all such technical advice is given without charge and Seller assumes no obligation, or the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

This agreement constitutes the entire contract of sale and purchase of the goods named herein. No modification hereof shall be of any force or effect unless in writing signed by the party claimed to be bound thereby and no modification shall be effected by acknowledgement or acceptance of purchase order forms stipulating different conditions.

All returnable reels remain the property of the Seller. Buyer shall deposit value each reel as security for its return; such deposit to be paid without discount, when the invoice for contents is paid. Return of reels within one year from date of invoice and provided reels are in good condition, Seller shall credit the amount of such deposit to the party returning reels to Seller.

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