



# Terms and Conditions of Sale

## 1. ACCEPTANCE

This document is not an expression of acceptance or confirmation of any terms or conditions contained in Purchaser's request for quotation or similar document. Seller's offer set forth herein to supply products to Purchaser is conditioned upon Purchaser's assent to all of the terms and conditions contained herein. Purchaser's assent shall be deemed to have been given in any one or more of the following ways: (i) the submission by Purchaser of a purchase order with respect to any one or more of the products enumerated herein notwithstanding the inclusion of additional or inconsistent terms thereon all of which are hereby rejected; (ii) the submission by Purchaser to Seller of any instructions relating to the products; (iii) acceptance by Purchaser of the products; (iv) any other conduct by Purchaser consistent with the existence of an agreement whereby Seller is to supply products on the terms and conditions stated herein.

## 2. QUANTITIES

The prices, deliveries and reels listed in this quotation are based on the quantities indicated. If the quantities ordered, or released for production, or the number of reels required, differ from those listed, we reserve the right to revise our quotation accordingly.

## 3. LENGTHS

If lengths longer than those quoted, or exact lengths, with no tolerance are ordered, price revision may be required.

## 4. ACCEPTANCE PERIOD

Prices quoted herein unless otherwise specified must be accepted within 30 days. After 30 days, or in the event of a Declaration of War or a National Emergency, prices are immediately subject to renegotiation.

## 5. SALES AND SIMILAR TAXES

These prices do not include sales, use, excise or similar taxes, consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sales of the products hereunder shall be paid by the Purchaser.

## 6. FACTORY ACKNOWLEDGMENT

All orders are subject to written acceptance at our factory. Once an order is accepted by Seller, and in production, changes or cancellations may be subject to a charge for the work performed.

## 7. RISK OF LOSS

Products shipped at Purchaser's risk where terms are F.O.B. shipping point - not insured unless so ordered.

## 8. INSPECTION and SHIPPING RELEASE

(Except Paper Power Cable) If this quotation results in an order which is released by the Purchaser for processing, the Purchaser agrees to inspect and/or release the products for shipment within thirty (30) days after receipt of notification from Seller that processing of products has been completed. If the Purchaser does not release the products for shipment within said (30) thirty days, Seller reserves the right to invoice the Purchaser for the products. Seller further reserves the right to invoice the Purchaser and additional charge for storage at 1% of the selling price per month effective thirty (30) days after notifying the Purchaser that processing has been completed.

## 9. DELAY

Seller shall not be liable for any delay in performance or in the delivery or shipment of products hereunder or for any damages suffered by Purchaser by reason of such delay, when such delay is directly or indirectly, caused by or in any manner arises from fires, floods, accidents, riots, mobilizations, war, rebellions, revolutions, blockades, hostilities, governmental regulations, requirements, restrictions or interference, embargoes, strikes, lockouts, differences with workmen or other industrial disturbances, inadequate transportation facilities or other difficulties, shortages of labor, fuel, material supplies or power, or any other cause or causes (whether or not similar in nature to any of those herein before specified) beyond Seller's control. This order shall be deemed to be suspended so long as any such causes prevent or delay the execution. Seller agreeing to make and Purchaser to accept deliveries whenever such causes have been remedied. Seller's delivery date is its best estimate and Seller shall endeavor to deliver by such date, however, such date shall not limit or commit Seller to deliver by such date.

## 10. REELS

Non-returnable type reels are used whenever possible. When cable must be shipped on returnable type reels, they are not included in price of cable, but are charged separately and shall be paid at the amount charged, net thirty (30) days, without discount. If such reels are returned to the point of origin or other specified location in good condition, freight collect, a percentage of the deposit will be refunded according to the terms below:

Time from Date of Invoice	Percent of Refund
0 - 1 years	100%
1 - 2 years	75%
Over 2 years	Contact Okonite to arrange partial refund.

The toll free number to call for reel return instructions is (800) 631-7188. Any such reels requiring repairs will be accepted at the option of Seller, in which case a reasonable charge for repair will be deducted from the amount of the refund. No credit will be allowed for return of wood lagging.

## 11. WARRANTY AND LIMITATION OF LIABILITY

**(a) WARRANTIES:** Seller hereby extends the following warranties, subject in each case to the remedy and limitations set forth respectively in subparagraphs (b) and (c) below:

### (i) For Paper Power Cable Only

All of Seller's paper power cable is manufactured and tested in accordance with the A.E.I.C. Impregnated Paper Insulated Cable Specifications in effect at the date hereof.

Seller agrees to replace (supply new cable) for (1) any length of cable found defective in material or workmanship during the installation of the cable or (2) any length of cable failing during normal and proper use within one year of the date of placing in service which shows defects in materials or workmanship, provided in each case that immediate written notice of such failure is given to the manufacturer and that he is given all reasonable opportunity to inspect such failure.

The date of placing in service is to be interpreted as the date on which operating voltage was first applied, but in no case shall it be later than six months after the shipment of the cable from the factory or, if shipment is delayed at the request of the purchaser, not later than six months after completion and preparation for shipment.

### (ii) For Submarine Cable Only

Owing to the hazards attending the installation and operation of submarine cable. Seller's warranty shall terminate when the cable has successfully met the factory tests prescribed by the specifications under which the cable was manufactured.

### (iii) All Other Products

Seller warrants that any products of its own manufacture will be free from defect in materials or workmanship for a two year period commencing with the date of shipment to the Purchaser.

**(b) REMEDY:** Seller will replace any products of its own manufacture which fail to meet the applicable warranty set forth in subparagraphs (a) above. All products which have been replaced by Seller shall become the property of Seller and shall be made available by Purchaser at Purchaser's site.

**(c) LIMITATION OF LIABILITY:** Except as set forth in subparagraphs (a) and (b). NO OTHER WARRANTY OR REMEDY, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS) SHALL EXIST IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE OR USE OF ANY OF THE PRODUCTS DESCRIBED HEREIN. IN ADDITION, SELLER'S WARRANTY DOES NOT COVER AND SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO: (i) Matters not reported to Seller in writing within two years of the date of their shipment by Seller to Purchaser, (ii) Failure or damage due to misapplication, abuse, improper installation, corrosive matter or abnormal conditions of use, (iii) Products which have been altered in any way after leaving Seller's plant, (iv) The fitness of the products sold for the purpose or use intended by Purchaser, (v) Products damaged in shipment or otherwise damaged through no fault of Seller, (vi) 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, (vii) Expenses incurred by Purchaser for removal of non-conforming products and/or expenses for the installation of replacement products, (viii) Products which are not of Seller's manufacture but Seller will assign to Purchaser any warranties extended by the manufacturer in question, (ix) Commercial loss of any kind including loss of use of Purchaser's facility, interruption, loss of time, inconvenience, liabilities of Purchaser to its customers or other third parties and all other direct or indirect consequential damage, loss, cost or expense, (x) Products which Seller is not afforded a reasonable opportunity to inspect and test after Seller has received notice of alleged defects. (xi) Failure or damage which can not conclusively be proven to have proximately and solely resulted from defect in materials or workmanship.

## 12. RETURNS

No returns of products accepted unless previously authorized in writing.

## 13. DEFINITIONS

"Seller" shall refer to The Okonite Company; "Purchaser" shall refer to the person indicated on the face of this form in the space entitled "Quotation Prepared For".

## 14. UNPAID INVOICES

Seller may refuse to ship any products contemplated herein if Purchaser is delinquent in the payment of any invoices or other indebtedness owing to Seller. A service charge of 1 1/2% per month (18% per annum) will be imposed by Seller on all past due invoices.

## 15. ESCALATION

Prices quoted herein are those in effect today, and are predicated on immediate release for manufacture and shipment as soon as completed. Unless otherwise noted, these prices shall be adjusted only for changes in the price of metals (copper, steel, lead or aluminum), which may occur between the date of quotation and the dates shipments are made.

### Terms and Conditions of Sale

#### Cutting Charges

On requested lengths of stock cables deviating from our standard reel lengths, the following cutting charges apply on each cut length of 500' or less.

#### Net Per Cut and Not Per 1000 Feet

Cable Diameter	Cutting Charge
1.25" and smaller	\$25.00
1.26" to 2.5" inclusive	\$35.00
larger than 2.5"	\$40.00

Cutting charges apply in addition to paralleling when applicable.

#### Reel Charges

On requested lengths of stock cables of 500 feet or less, an additional reel charge applies. Contact your local Okonite Sales Representative to determine appropriate reel size and applicable charge. See Section 1: Sheet 5 for current reel prices.

#### Paralleling Charges

Where multiple lengths are required to be paralleled on reels the following net prices per reel apply:

**Paper Power Cable** — \$25.00 per reel of paralleled cable.

**All Other Products** — Net price per reel as shown in following table:

Size	2 Condr.	3 Condr.	4 Condr.
Up to No. 2 inclusive	\$58.00	\$73.00	\$94.00
#1 AWG through 250 MCM	\$61.00	\$79.00	\$118.00
350 MCM through 500 MCM	\$75.00	\$101.00	\$151.00
600 MCM through 1000 MCM	\$82.00	\$115.00	\$179.00

#### Pulling Eyes or Bolts

These are supplied attached to cable lengths at prices shown below. These materials become property of Purchaser.

#### All Rubber, Plastic and Paper Insulated Cables

Single Eyes — On Single cables or each conductor of a triplexed cable:

Size	Per Each
1/0 AWG through 4/0 AWG	\$130.00
250 MCM through 1000 MCM	\$210.00
Over 1000 MCM	\$310.00

Common Eyes — On 3 conductor or Triplexed Cables

Size	Per Each
#2 AWG through 4/0 AWG	\$280.00
250 MCM through 500 MCM	\$430.00
600 MCM through 1000 MCM	\$530.00

#### Wire Armored Cables (Vertical Riser, Submarine)

A Pulling Loop formed from the Armor Wires @ \$300.00 each net

\*\*Minimum order \$500.00