



**JUDD WIRE INC.**

124 Turnpike Rd.  
Turners Falls, MA 01376  
Toll Free: 1-800-JuddWire

## **Terms & Conditions of Purchase**

## JUDD WIRE, INC. TERMS AND CONDITIONS OF PURCHASE

### 1. ACCEPTANCE

This purchase order constitutes Buyer's offer to purchase the products ("Products") from Seller identified on the front of this order ("Seller"). Seller's acceptance of this order is limited to acceptance of the terms and conditions set forth herein. Seller shall be deemed to have accepted this order when Seller acknowledges this order in writing or begin performance of this order. Buyer hereby objects to and rejects any proposal by Seller for additional or different terms. If Seller proposes additional or different terms (or attempts to delete any terms and conditions in this order), Seller's proposal will be deemed a material alteration of Buyer's terms, and Buyer's terms will be deemed accepted by Seller without Seller's additional or different terms. If this order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms and conditions contained in this order. Additional or different terms or any attempt by Seller to vary in any degree any of the terms of this order shall be deemed material and are objected to and rejected.

### 2. PRICES

Buyer shall not be billed at prices higher than the price stated on the front of this order ("Price"). Unless otherwise specified, the Price includes all charges for packing, hauling, storage and transportation to point of delivery. Seller shall pay all delivery charges in excess of any delivery charge Buyer has agreed to pay. The Price includes all taxes except national, federal, state or local sales or use tax or similar taxes which Seller is required by law to collect from Buyer. Such taxes, if any, shall be separately stated in Seller's invoice and paid by Buyer unless an exemption is available. Seller agrees that it shall immediately notify Buyer of any price reduction/discount made to any other party with respect to the same or similar products subsequent to placement of this order but prior to payment, that such new price shall be applicable to this order.

### 3. TITLE AND RISK OF LOSS OR DAMAGE

Except as otherwise agreed upon by Buyer and Seller by the means of indicating trade terms on the front of this order or otherwise in writing, upon delivery of the Products, title and risk of loss or damage thereto shall pass to Buyer free and clear of all liens, claims, security interests or encumbrances, and no Products shall be subject to any agreement under which any lien, claim, security interest or encumbrance therein or thereon is retained by any third party.

### 4. DELIVERY AND PACKAGE

Time and quantity of delivery are essential on this order. Seller shall respect Buyer's delivery schedule, and meet the delivery date specified by Buyer on this order. The Products shall be delivered according to the incoterm or other delivery terms stated on the order. The Products shall be delivered completely on the date requested and shall not be delivered prior to or after such date without Buyer's prior approval. When more than one (1) shipment is made against this order, Seller shall indicate "Final Shipping" on shipping papers and invoice accompanying the last shipment in this order. Seller shall not ship excess quantities without Buyer's prior approval. Except as otherwise provided herein, Buyer shall not be obligated to accept untimely, excess or partial shipments and such shipments in whole or in part may, at Buyer's option, be returned to Seller, or held for disposal at Seller's expense and risk. Seller shall invoice all shipments in triplicate. The invoice shall describe the Products, state the order number and be attached to the original bill of lading or other shipping receipt. The packaging and packing of the Products delivered under this order shall be in accordance with Buyer's instructions and the appropriate international shipping standards and practices suitable for transport of the Products. Seller shall, upon becoming aware that Products will not be or have not been delivered as per the delivery date, immediately notify Buyer in writing together with (a) the reason for the delay and (b) a revised delivery date. Unless otherwise instructed by Buyer, Seller shall, at no additional cost to Buyer, take any appropriate measures to ensure that the delayed Products are delivered on the revised delivery date. Buyer shall be entitled to recover from Seller any damages, losses, expenses or cost incurred as a result of the late delivery. In the event that Buyer is required to pay its customer(s) damages for late delivery of Products and such late delivery is due to Seller's failure to deliver on time, Seller agrees to pay Buyer, as direct damages sustained by Buyer as a result of such delay, an amount equal to the amount paid or payable by Buyer to such customer(s).

### 5. CANCELLATION AND RESCHEDULING

Before Seller begins work on this order, Buyer may cancel this order in whole or in part by giving written notice to Seller. No liability shall arise in this instance. After Seller begins work on this order, if Buyer cancels this order in whole or in part without any justification, full and complete settlement of all claims of Seller with respect to this order shall be made as follows: Buyer shall pay Seller an amount equal to reasonable costs and expenses for materials, which are used solely for the production of the Products, incurred by Seller to fulfill this order, provided that (i) Seller shall make commercially reasonable efforts to cancel orders for materials and/or return materials to its supplier(s) if such action is likely to minimize compensation payable hereunder by Buyer to Seller; (ii) Seller shall make commercially reasonable efforts to sell the Products to any third party(ies) or otherwise dispose of the Products in the most beneficial manner as long as such sale or disposition is not inconsistent with any other obligations hereunder (i.e. obligations under Section 17 and Section 18, etc.); and (iii) Seller shall furnish to Buyer the reasonable documentation detailing its costs and expenses and other particulars regarding such materials in the format reasonably requested by Buyer. Such amount shall not, in any circumstances, exceed the Price of the applicable Products. Buyer may, without any liability to Seller, reschedule the delivery date of the Products specified in this order whether this order has been accepted by Seller or not, by written notice to Seller prior to such delivery date.

### 6. INSPECTION OF PRODUCTS

Buyer has the right to inspect the Products to the extent practicable at all times and places. The time and place for inspection shall be reasonably decided by Buyer. Seller agrees to permit access to Seller's facilities at all reasonable times for inspection of the Products by Buyer's agents or employees and shall provide all tools, facilities and assistance reasonably necessary for such inspection at no additional cost to Buyer. In the event that Buyer finds any Products or parts thereof defective in any manner, Seller shall, at Buyer's discretion, repair or replace such Products or parts by Buyer's designated date at no additional cost to

Buyer. In such case, Buyer may withhold the payment for such Products or parts, without accruing of any interest, until Seller remedies the defect. Notwithstanding the foregoing, Buyer may, at its discretion and at Seller's expense, by itself or by having any third party, prepare replacements or repair such Products. It is expressly agreed that inspections and/or payments shall not constitute final acceptance. If the Products delivered do not meet the specifications or otherwise do not conform to the requirements of this order, Buyer shall have the right to reject such Products. The Products which have been delivered and rejected in whole or in part may, at Buyer's option, be returned to Seller or held for disposition at Seller's expense and risk. In order to avoid any doubts, no inspection by Buyer shall reduce Seller's responsibility hereunder.

### 7. PAYMENT TERMS

Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these terms and conditions. Unless stated otherwise on the front of the purchase order, Buyer shall pay all properly invoiced amounts due to Seller within sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. 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.

### 8. WARRANTIES AND REMEDIES

Seller warrants that all the Products shall be free of any claim of any nature by any third party and that Seller is able to and shall convey clear title thereto to Buyer. Seller warrants that, for the same period as that of warranties provided by Buyer to its customers as for Buyer's products incorporating the Products, all the Products shall conform to applicable specifications, instructions, drawings, data and samples, shall be merchantable, shall be free from any defects in design, materials or workmanship and shall be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of the Products shall not constitute a waiver of any breach of warranty. Seller shall, at Buyer's option and at no cost to Buyer, (a) repair, (b) replace, (c) refund to Buyer the purchase price of, or (d) allow Buyer to reject the payment of the purchase price of, the Products not meeting the warranties. In the event that the Products are repaired or replaced in accordance with this Section, the entire warranty period stated in this Section shall be restarted, as of the date the newly repaired or replaced Product is delivered to Buyer. If any Products, in whole or in part, furnished hereunder contain one or more third party manufacturer's warranties, Seller hereby assigns such warranties to Buyer and Buyer's customers. Buyer may pass through any and all of the agreements, covenants, representations and warranties made by Seller in this order to Buyer's customers as well as any claims arising out of or related to the inaccuracy or breach of any such agreements, covenants, representations and warranties. Buyer's customers are intended third party beneficiaries of the agreements, covenants, representations and warranties made by Seller in this order. Buyer can exercise any remedies available hereunder or at law or in equity without precluding or prejudicing the same or any other rights or remedies.

### 9. INTELLECTUAL PROPERTY RIGHTS

In consideration of obtaining this order, Seller grants to Buyer a royalty-free, worldwide, perpetual, indivisible and non-exclusive license necessary to use the Products and sell the products produced by using, installing, incorporating or operating such Products. In the event Seller makes any invention, development or improvement ("Invention") as a result of use of any technical information, including the specifications or drawings of the Products, disclosed by Buyer hereunder, Seller shall promptly inform Buyer of the details of the Inventions. Buyer and Seller shall discuss and determine the ownership and the treatment of the Inventions. If, as a result of discussion pursuant to this Section, Seller solely owns the Invention, Seller shall grant to Buyer a royalty-free, worldwide, perpetual, indivisible and non-exclusive license to use such Invention and patents, copyrights, trade secrets, trademarks or other intellectual property rights ("Intellectual Property Rights") resulting from the Invention for the purpose of using the Products and selling the products produced by using, installing, incorporating or operating such Products. Seller shall warrant that the Products are free from infringement or violation of any Intellectual Property Rights of any third party. If a third party claims or appears likely to claim the Products infringe or violate any Intellectual Property Rights, Seller shall immediately notify Buyer in writing.

### 10. INDEMNIFICATION

Seller shall indemnify and hold harmless Buyer, its affiliates and their directors, officers, employees, successors, assigns and customers which purchase the Products directly or indirectly from Buyer, from and against any and all losses, damages, liabilities, costs, fees (including attorney and other professional fees), claims and demands, including, but not limited to, those regarding (i) personal injury, death or damage to property and (ii) infringement or violation of any Intellectual Property Rights of any third party, arising out of this order or any breach of this order, or in connection with the Products. Seller shall, when notified of such claims and demands, defend any action or claim at its own expense.

### 11. MATERIAL SUPPLY

Buyer may supply to Seller materials and equipment necessary for Seller to manufacture the Products with or without charge ("Supplied Material") or lease the same to Seller ("Leased Material"). When the Supplied Material or Leased Material are supplied to Seller, Seller shall promptly conduct an incoming inspection. If any defect, excess or deficiency is found, Seller shall immediately inform Buyer of the problem. Buyer shall identify the problem details and shall supply replacements, correct excess or deficiency, or take other necessary measures. Seller shall, with reasonable care, keep and maintain the Supplied Material and Leased Material and shall clarify when and how much of the Supplied Material and Leased Material are received and consumed by Seller. Upon the request of Buyer, Seller shall report to Buyer the status of the Supplied Material and Leased Material.

### 12. HANDLING OF SUPPLIED MATERIAL AND LEASED MATERIAL

Seller shall not transfer, misuse, pledge, or use Supplied Material and Leased

Material for any other purposes than manufacturing the Products for Buyer without the prior written consent of Buyer. Title of Supplied Material that is supplied to Seller for free and title of Supplied Material that is supplied to Seller for value but has not yet been paid shall belong to Buyer. Title of the Leased Material shall belong to Buyer at all times. If Supplied Material whose title belongs to Buyer or Leased Material is or is likely to be subject to seizure, provisional seizure, or provisional disposition by third parties, Seller shall claim and verify to such third party that the title of such material belongs to Buyer and shall immediately inform Buyer so as to follow its instructions. If the Supplied Material or Leased Material is lost or broken on or after supply to Seller, Seller shall be liable for any damage regardless of the reasons and shall procure replacements at its cost or shall reimburse the amount demanded by Buyer as compensation. Where the Leased Material is no longer needed by Seller, if Buyer requests Seller to return the Leased Material or if Supplied Material supplied for free is not fully consumed, Seller shall promptly return to Buyer the Leased Material and the unconsumed Supplied Material to Buyer at Seller's cost.

### **13. QUALITY CONTROL**

In performing this order, Seller shall comply with Buyer's Supplier Requirements Manual. Upon the request of Buyer, Seller shall, without delay, disclose to Buyer any information on raw materials, quality of raw materials, production equipment, processes, conditions, and other matters as long as the information is related to the quality or performance of the Products. Seller shall not make any revision of the Products or specifications or documentation thereof provided under this order or change its production methods or conditions (which includes, but is not limited to, process change, sourcing changes, design changes, component stepping changes, geographical relocation of manufacturing site, drawing changes or process step discontinuance) after the issuance of this order without the prior written consent of Buyer. Seller shall inform Buyer in writing of all such planned changes. If Seller makes any such above changes without Buyer's prior written consent, Seller shall be responsible for any damages and loss caused by the failure of such Products used by Buyer. At any time, Buyer may request any alteration or modification of the specifications of the Products, unless such alteration or modification would have any serious impact on delivery, installation, performance or price of the Products. Seller shall not refuse such request from Buyer without reasonable cause and shall make its best efforts to meet such request. If Seller changes the existing manufacturing process of the Products, Buyer may request Seller to submit applicable samples. Upon the request of Buyer, Seller shall promptly submit the samples. In case that Buyer makes such request, Seller shall not start manufacturing the corresponding Products or deliver the Products unless and until the samples have passed Buyer's inspection. Upon Buyer's request, Seller shall, free of any additional charges, provide Buyer with technical advice and assistance reasonably necessary to complete assembly and installation of the Products by Buyer. Further, upon Buyer's request, Seller shall, free of any additional charges, provide Buyer with technical training to the representatives of Buyer at Seller's or Buyer's facility in respect of the operation and maintenance of the Products, provided that all expenses of traveling, living and insurance for such representatives shall be borne and paid by Buyer. If Seller becomes aware of any information that a quality problem regarding the Products exists or may exist, Seller shall immediately notify Buyer of such quality problem. Seller shall promptly investigate the cause of such quality problem, take any corrective action and report such cause and corrective action to Buyer in writing. Buyer shall be entitled to conduct an audit at Seller's facilities with, not less than, five (5) days prior notice to Seller; provided, however, that in case of emergency, including quality problem of the Products, upon Buyer's request, Seller shall accept such Buyer's audit without such notice.

### **14. DISCONTINUANCE**

In the event Seller intends to discontinue manufacturing the Products, Seller shall give Buyer at least twelve (12) months prior written notice. In case that Seller discontinues manufacturing the Products pursuant to the above or this order is terminated due to Seller's breach, upon request of Buyer, Seller shall (a) immediately transfer or lease to Buyer with undelivered Products (including work in progress), any materials, drawings, components, tools and equipment required for manufacturing the Products and (b) grant a license to manufacture the Products to Buyer or other third party designated by Buyer. The terms and conditions of such license shall be agreed by Buyer and Seller separately.

### **15. SPARE PARTS, REPLACEMENT PARTS AND REPAIR SERVICE**

Seller shall maintain and make available any spare parts and replacement parts of the Products and offer repair service of the Products. Upon Buyer's request, Seller shall supply the spare parts and replacement parts or repair the Products at the applicable prices. Payment terms and other terms in respect thereof shall be agreed upon through the consultation between the parties.

### **16. SUBCONTRACT**

Seller shall not subcontract the performance of this order or any of its obligations herein without Buyer's prior written consent. In case that Seller subcontracts such performance in whole or in part, Seller shall cause such subcontractor to comply with all obligations herein and shall be jointly and severally responsible for such subcontractor's breach hereof.

### **17. CONFIDENTIALITY AND USE OF INFORMATION**

Seller shall keep confidential all information, drawings, specifications or data furnished by Buyer, including information disclosed in tangible or intangible form by Buyer during Seller's employees' visit to Buyer's facilities, or prepared by Seller specifically in connection with the performance of this order, and shall not divulge or use such information, drawings, specifications or data for the benefit of any other party. Except as required for the efficient performance of this order, Seller shall not make copies or permit copies to be made without the prior written consent of Buyer. Seller shall not use, either directly or indirectly, any such information, drawings, specifications or data for any purpose other than to perform this order without obtaining Buyer's prior written consent. Buyer may, without Seller's prior consent, disclose information regarding the purchase of the Products under this order, including, but not limited to, product name, part number, quantity, price, quality and Seller's identity ("**Purchase Information**") to its affiliated entities which directly or indirectly control, are controlled by, or are under common control with Buyer (each an "**Affiliate**"); provided that Buyer shall ensure that such Affiliates will hold Purchase Information in confidence and will not disclose Purchase Information to any non-Affiliate third party without Seller's prior written consent.

### **18. ADVERTISEMENTS AND IDENTIFICATION**

Seller shall not in any manner advertise or publish the fact that it has furnished, or contracted to furnish, Buyer the Products without prior written consent of Buyer. Seller shall not disclose any details in connection with this order to any party except as may be otherwise provided. Seller shall make no use of any identification of Buyer or its affiliates in Seller's advertising or promotional efforts in reference to activities undertaken by Seller under this order without Buyer's prior written consent. The term "identification" includes, but is not limited to, any trade name, trademark, service mark, insignia, symbol or any simulation thereof. Seller agrees to remove any such identification prior to sale, use or disposition of the Products rejected, not purchased or returned by Buyer, and shall indemnify Buyer and its affiliates against any claim arising out of Seller's failure to do so.

### **19. TERMINATION**

Either party may terminate this order by giving the other party a written notice without prejudice to any rights or remedies in the event that: (i) the other party commits any material breach and does not rectify such breach within thirty (30) business days from receipt of the written notice of such breach; or (ii) the other party becomes insolvent or makes an assignment for the benefit of creditors, or voluntarily or otherwise enters into liquidation or bankruptcy, or has a receiver or administrator appointed to administer its property or affairs. If any event set forth in the above has occurred on Seller and it is continuing, Buyer may declare, by written notice to Seller, any and all indebtedness and obligations of Seller to Buyer shall immediately be due and payable. Within five (5) business days after the termination of this order, or upon written request of Buyer, Seller shall return to Buyer or destroy, all confidential information furnished by Buyer in connection with the performance of this order, including all copies thereof.

### **20. SURVIVAL OF OBLIGATIONS**

Seller's obligations under this order which by nature shall continue beyond termination or cancellation of this order shall survive the termination or cancellation.

### **21. FORCE MAJEURE**

Neither party shall be liable for defaults or delays due to Acts of God, acts or demands of any government or any governmental agency, strikes, fires, floods, accidents, terrorism or other unforeseeable causes beyond its control and not due to its fault, intent or negligence. Each party shall notify the other in writing of the cause of such default or delay within five (5) business days after the beginning thereof. Buyer reserves the right, by written notice to Seller, to cancel this order, without any liability to Seller, in the event of the continuation of such a cause for thirty (30) business days or more.

### **22. INSURANCE**

Seller shall, at its expense, maintain liability insurance with a reputable insurance company, which shall provide adequate coverage for commercial general liability, for product liability and for intellectual property infringement based on the manufacturing and sales of the Products. If requested by Buyer, Seller will furnish certificates of insurance from its insurance carriers evidencing compliance with the foregoing obligation. Seller's insurance shall be primary and noncontributory to Buyer's insurance. Buyer's insurance shall be excess and noncontributory for claims and losses arising out of the performance of the order.

### **23. COMPLIANCE WITH LAWS**

In performing this order, Seller shall comply with all applicable domestic and foreign laws, rules, regulations and authority requirements ("**Laws**"), including but not limited to, (i) competition and bribery-related laws, rules, regulations and authority requirements and (ii) U.S. and non-U.S. sanctions and export control laws, rules and regulations, specifically including but not limited to, the International Traffic in Arms Regulations ("**ITAR**"), 22 C.F.R. 120 et seq., the Export Administration Regulations ("**EAR**"), 15 C.F.R. 730-774, the Export Control Reform Act, the Foreign Assets Control Regulations, 31 C.F.R. 500-598, and the Uyghur Forced Labor Prevention Act. Seller also agrees to comply with all of the requirements of the Sumitomo Electric Group Supplier Code of Conduct (the "**Code of Conduct**"), which is available at <https://www.juddwire.com>. The Code of Conduct is an integral part of these terms and conditions. Material noncompliance with the Code of Conduct constitutes a breach or default by Supplier under these terms and conditions. Upon request of Buyer, Seller shall cooperate with Buyer's inspection which is conducted to ascertain compliance by Seller with the Laws and the Code of Conduct.

### **24. ASSIGNMENT**

Neither this order nor any of the rights or interests by Seller hereunder or thereunder may be assigned, transferred, or conveyed by Seller without Buyer's prior written consent. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any Affiliate or to any person or entity acquiring all or substantially all of Buyer's assets.

### **25. SEVERABILITY**

If any provision of this order is held invalid or unenforceable, the remaining provisions shall not be affected thereby, and the parties shall in good faith attempt to amend this order to eliminate such invalidity or unenforceability and to give substantial effect to the provision that was declared invalid or unenforceable.

### **26. WAIVER**

No failure or delay of one party to require performance by the other of any provision of this order shall in any way adversely affect the former's right to require full performance of such provision thereafter. No waiver by one party of a breach of any provision of this order shall be taken to be a waiver by the party of any succeeding breach of such provision.

### **27. RELATIONSHIP OF THE PARTIES**

The relationship between the parties is that of independent contractors. Nothing contained in the order or these terms and conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**28. NO THIRD-PARTY BENEFICIARIES**

The order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the order or these terms and conditions.

**29. HEADINGS**

The headings contained herein are for convenience of reference only and are not intended to have any substantive significance in interpreting this order.

**30. APPLICABLE LAW AND ARBITRATION**

The validity, interpretation and performance of the terms and conditions of this order shall be governed by the laws of the State of Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods does not

apply. The Parties hereby submit to the exclusive jurisdiction in the state and federal courts in Suffolk County, Massachusetts.

**31. ENTIRE AGREEMENT AND MODIFICATION**

This order, together with other documents expressly referred herein, constitutes the entire agreement between the parties and may not be changed or modified except by an instrument signed by duly authorized representatives of the parties. Any representation, promise or condition not contained herein shall not be binding upon either party.

**32. MISCELLANEOUS PROVISIONS**

Words in the singular herein shall mean and include the plural, or the reciprocal, as the context may require. In the event that provisions on the front page of this order differ from provisions otherwise contained herein, the provisions set forth on the front page of this order shall prevail.

