

IWGHPC TERMS AND CONDITIONS  
(Effective Dec 1, 2009)

The terms and conditions, to which the foregoing sale, as set forth on the front of this invoice ("Invoice"), is subject to, are set forth below. IWG High Performance Conductors, Inc. expressly conditions the sale upon Buyer's assenting to, these terms and conditions. By accepting delivery of the products described on the front of this Invoice (the "Products"), Buyer expressly assents to the terms and conditions contained herein. Seller objects to, and shall not be bound by, buyer's purchase order, confirmation forms or other documents that attempt to impose upon seller any terms or conditions at variance with seller's terms and conditions herein set forth. For administrative convenience, orders for shipments may be placed by Buyer on its ordinary purchase order forms, and such orders may be acknowledged by Seller on its acknowledgment forms, but the terms and conditions stated in such forms of Buyer or Seller shall have no effect to the extent that they are inconsistent with any of the terms, conditions or provisions of this Invoice. Notwithstanding the foregoing, however, in the event Buyer and Seller also execute Seller's separate form of sales contract ("Sales Contract"), and any provisions contained herein are inconsistent with the terms and conditions of the Sales Contract, the provisions of the Sales Contract shall prevail.

**ACCEPTANCE.** No contract of sale of the Products manufactured by Seller is made until Buyer's order has been accepted in writing at Seller's office in Inman, South Carolina or Trenton, Georgia.

**Price.**

**Prices Subject to Change.** Seller's prices are subject to change without notice. All shipments to Buyer will be billed at Seller's prices, including quantity extras and any commodity adjustment adders, in effect on the dates on which shipments are made.

**Other Changes Prohibited.** Buyer shall have no option to change any quantity, size or specification, etc., of any Products subject to this Invoice without the prior written agreement of Seller. Seller reserves the right to ship and invoice 10% more or less of the quantity ordered.

**Discounts.** Any discounts offered are subject to change without notice.

**Quotations.** All quotations, unless otherwise expressly stated, are for immediate acceptance only.

**Taxes.** Selling prices for the Products transmitted herewith exclude all Federal, state and municipal excise, occupational processing, transaction privilege (sales), use and similar taxes. Such taxes shall be added to the Invoice as a separate line item, or be separately invoiced, and in any event shall be paid by Buyer. Buyer shall forward a properly executed Certificate of Exemption prior to shipment.

**Buyer's Credit.** Seller reserves the right to do any one or more of the following, whenever warranted based on the financial condition of Buyer, at Seller's sole discretion: alter or suspend credit; modify the credit terms provided herein; or cancel this Invoice. In any such case, in addition to any other remedies herein or by law provided, cash payments or satisfactory security from Buyer may be required by Seller before shipment, or Seller at its sole discretion may accelerate the due date of payment by Buyer under any contract or order with Seller. Seller reserves the right to retain possession of the Products and the right to stop Products in transit and to demand payment before delivery. Failure to pay Invoices when due (according to the terms on the face of the Invoice) shall cause all subsequent invoices to be immediately due and payable in full, irrespective of their terms. Acceptance by Seller of any partial payment shall not waive any rights of Seller. Seller may decline to make delivery on any order except cash orders paid in full in advance. Interest will be charged on the unpaid balance of past due accounts at the rate of two percent (2%) per month, or at the highest rate legally permitted if less than two percent per month.

**SHIPPING AND DELIVERY.**

**Shipping Date.** The shipping date is Seller's best estimate of the date shipment will be made, but it will not bind Seller to ship or make deliveries by that date.

**Seller's Obligations.** Seller's obligations hereunder are subject to IWGHPC's production schedule, government priorities, and government regulations that may be issued from time to time.

**Risk of Loss - Title.** Shipment shall be FOB shipping point. Title to and risk of loss of all goods shall pass to Buyer upon delivery, FOB, Seller's factory (unless a different FOB point is otherwise agreed and accepted) to any agent of Buyer, including a common carrier or warehouse.

**Method of Shipment.** Shipments to Buyer are governed under the following data subject to change without notice:

**Silver/Nickel and Tin Products:** All shipments over 1,000 lbs. are FOB, Inman, SC shipping point freight prepaid. All shipments less than 1,000 lbs. will be freight collect. Seller reserves the right to control the routing

on all shipments. When other than Seller's regular method of shipment is used, any excess cost over the lowest published rate shall be charged to Buyer. Excess transportation charges assessed by transportation companies, covering shipments requiring special equipment for handling or transporting, will be charged to Buyer.

### **PRODUCTS: INSPECTION.**

Tolerances. Unless otherwise stated, the Products furnished shall be subject to Seller's standard tolerances and variations.

Conductor Construction. Unless prohibited by notification from Buyer, stranded concentric conductor core members may be either silver solder brazed or butt welded as one unit. These joints are produced in such a manner that the diameter, configuration, conductor resistance, flexibility and mechanical strength are not affected substantially.

Silver solder brazes and butt welds are made on individual wires within the finished conductor may be closer than one foot due to equipment limitations.

Inspection. Inspection, if any, and final acceptance by Buyer, shall be made at the appropriate facility prior to shipment. Any failure of Buyer to inspect the Products at the facility shall relieve Seller of any liability for any and all defects.

Test Certification. Certification of compliance (C/C) or test reports can be supplied upon request. Any additional requirements will need to be reviewed. Applicable charges may apply.

**NO WARRANTY.** SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PRODUCTS SOLD HEREUNDER. However, should any Product prove to be defective or not as ordered, Seller will upon notice from Buyer within three (3) months after date of shipment, either replace it FOB the original point of delivery, or refund the purchase price, at Seller's option, and Seller shall have the right to require Buyer to return the defective Product to the appropriate facility unless such return is impracticable. **Unauthorized returns (those where a Return Material Authorization number has not been issued by the Seller) are strictly forbidden and will not be accepted by the Seller.** The remedies provided herein are Buyer's sole and exclusive remedies. Further, the parties expressly agree that Seller SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT, WARRANTY, ANY TORT CLAIMS, OR ARISING UNDER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER; AND SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR CONTINGENT DAMAGES WHATSOEVER. Without limiting the generality of the foregoing, Seller specifically disclaims any liability for penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or equipment, cost of capital, facilities or services, down time, shut-down or slow-down costs or for any other kinds or types of economic loss.

Returnable Packages. Title to returnable reels, spools, pallets, skids and cases (hereafter referred to collectively as "Spools") shall at all times remain with the Seller. Whenever Buyer shall have possession thereof, Buyer is to be deemed an insurer thereof. **Returnable Spools should be returned Freight Charge Collect to the point of origin in lots of 500 lbs. or more. For lots less than 500 lbs., returns are to be prepaid by Buyer.** SELLER RESERVES THE RIGHT TO CAUSE FORFEITURE OF BUYER'S DEPOSITS FOR ANY SPOOLS THEREOF THAT HAVE NOT BEEN RETURNED TO POINT OF ORIGIN WITHIN ONE YEAR FROM DATE OF SHIPMENT OR ARE RECEIVED IN DAMAGED CONDITION.

Subsequent Buyers. Buyer shall transmit copies of this Invoice to all subsequent buyers of the Products.

No Authorization to Make Warranties. No employee of Seller, other than an executive officer duly authorized by Seller's Board of Directors, is authorized to make any warranties, promises or representations as to any Product, and none made by any person other than a duly authorized executive officer of Seller shall be binding upon Seller.

### **FORCE MAJEURE.**

Seller. The occurrence of a contingency, the non-occurrence of which was a basic assumption upon which the sale and this Invoice were made (including, without limitation, any act of God, or of a belligerent power, war, riot, strike, slow-down, lockout, explosion, fire, flood, storm, accident to or breakdown or failure or other outage of plant equipment or machinery, shortage of labor, fuel, power, equipment, materials or supplies, delay in scheduled start-up of a facility, insufficient transportation facilities or delay in transportation of product, equipment, material or supplies, irrespective of whether it is foreseen, foreseeable or anticipated), or compliance in good faith with any applicable foreign or domestic governmental request or regulation or order whether or not it later proves to be invalid (including, without limitation, any governmental request or regulation or order limiting

production or relating to the environment, health or safety, or any governmental allocation, interference with, embargo or take-over of product or facilities, whether or not any of such matters are now in effect or foreseen, foreseeable or anticipated), that affects any of the facilities of Seller or of any other copper producing company from which Seller receives copper or other commodities, or that otherwise affects Seller's ability to perform under this Invoice as contemplated, by rendering Seller's performance either impracticable or materially more burdensome, shall excuse a delay in the promised delivery, and any non-delivery, in whole or in part, shall give to Seller and Buyer the rights and obligations set forth in Sections 2-615 and 2-616 of the Uniform Commercial Code as in effect at the time in the State of South Carolina. In addition, if good faith compliance with any applicable foreign or domestic governmental request or regulation or order, whether or not it later proves to be invalid, restricts Seller's ability to modify at its discretion its price in effect on the date of shipment for its Products, Seller shall not be obligated to make shipments hereunder during the period in which its ability is so restricted. Seller shall give Buyer reasonable notice of any election not to make shipments for this reason.

**PATENT INDEMNIFICATION OF SELLER.** Buyer shall indemnify Seller for any costs, expenses (including attorneys' fees) and liability as a result of any patent infringement claims arising out of Buyer's use, consumption or resale of the Products.

**GENERAL PROVISIONS.**

No Assignment. This Invoice shall not be assignable by Buyer, nor shall it inure to the benefit of any successor in interest of Buyer.

Entire Agreement. This Invoice, together with the Sales Contract and Credit Agreement, if any, constitutes the entire agreement of the parties with respect to the sale of the Products noted in this Invoice, and it supersedes all prior oral or written agreements between the parties. No amendment or modification of this Invoice shall be binding on either party unless it is in writing and signed by both parties.

Arbitration. Any dispute or claim arising out of or in connection with this Invoice, or any breach thereof, shall be resolved by arbitration in South Carolina in accordance with the Rules of the American Arbitration Association. The award rendered by the arbitrator shall be binding on the parties and enforceable in any court of competent jurisdiction in the State of South Carolina.

Due Authority. Buyer warrants that it has full right, power and authority to enter into the agreement described in this Invoice.

Governing Law. This Invoice shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of laws provisions.

Headings. The headings used herein are for convenience only and are not intended to define, limit or describe the scope or intent of any provision here in.

Severability. If any provision contained herein for any reason is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.

Clerical Errors. Stenographic and clerical errors are subject to correction.