

Conditions of Purchase

1. **Entire Agreement Acceptance.** This Purchase Order, including these Conditions of Purchase (collectively "Order") is an offer by Cerro Wire LLC ("Buyer") and supersedes all other agreements, oral or written, and all other communications between Buyer and the person or entity to whom this Order is addressed ("Seller") suggesting additional or different terms, and represents the final and complete understanding of the parties. This Order expressly limits acceptance to these terms, and any proposal for the addition of different terms or any attempt by Seller to vary in any degree any of the terms hereof is hereby deemed material and objected to and rejected. No terms of any document or forms submitted by Seller shall be effective to alter or add to the terms and conditions contained in this Order. Unless otherwise stated herein, Seller's acknowledgement of this Order or commencement of any work or performance of any Services hereunder shall constitute acceptance by Seller of this Order and all of its terms and conditions.
2. **Prices.** (a) All prices are firm and include all costs and expenses; and (b) payment terms are net 45 and discounts shall be taken from the later of the date of the receipt of a complete and accurate invoice or Buyer's acceptance of the Goods or Services. No invoices may be rendered by Seller until after the Goods have been shipped or the Services rendered. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.
3. **Favored Nations.** If, during its performance hereunder, Seller sells to any other customer goods of the same or similar type and quantity purchased hereunder on more favorable terms or conditions, including price, Seller shall advise Buyer, and Buyer shall have the right, at its option, to have such more favorable terms or conditions applied to this Order and Orders thereafter.
4. **Delivery.** Time is of the essence with respect to this Order. If the delivery of goods ("Goods") or providing of services ("Services") purchased hereunder is not completed at the specified time, Buyer may, in addition to any other rights or remedies it may have, terminate this Order, without liability, as to Goods not yet shipped or Services not provided and purchase substitute items or services and charge Seller for any extra costs. If, in order to comply with delivery date specified on the front hereof, Seller must ship by a more expensive way than specified herein, Seller shall pay any increased costs. If type of carrier is not specified, route by lowest cost transportation. Seller shall assume and pay for any loss or damage to the Goods from any cause whatsoever until the Goods are delivered to Buyer at the Buyer's designated delivery location. Title passes to Buyer upon delivery of the Goods at Buyer's designated delivery location.
5. **Warranties.** Seller warrants and covenants that the Goods and/or Services purchased hereunder will be (a) in compliance with and meet all requirements and standards of all applicable federal, state and local laws and regulations and applicable standards (collectively, "Laws"), including, without limitation, the requirements of the Occupational Safety and Health Act of 1970, the Toxic Substances Control Act, the Federal Food, Drug and Cosmetic Act as amended, and all standards and regulations issued thereunder; (b) in full conformity with the specifications, drawings, descriptions and/or samples furnished or specified by Buyer; (c) free from defects in material, workmanship and design and that all Services are performed in a timely, competent and workmanlike manner, (d) of good merchantable quality and fit and sufficient for the purposes intended; (e) free and clear of all liens, security interests or other encumbrances; and (f) free of claims of infringement or misappropriation of any third party's intellectual property and proprietary rights. Seller covenants and agrees that (i) Seller will immediately notify Buyer's Purchasing & QA departments in the event that a nonconformity or potential non-conformity exists in any Goods or Services; (ii) for a minimum period of ten (10) years from the date of final manufacture or as stated otherwise in the Order, Seller shall maintain inspection and test records to serve as evidence of conformance with specified requirements and the Order. Such records shall be legible and traceable to the Goods involved; (iii) Seller shall comply with all applicable Laws including, without limitation, applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act as amended, and regulations and orders of the U.S. Department of Labor issued under Section 14 thereof, and with the Equal Opportunity clause of Section 202 of Title VII of the Civil Rights Act of 1964 and Executive Order 11246 dated September 24, 1965, including all implementing rules and regulations; and (iv) all flow-downs through Buyer shall be flowed down to Seller and shall become part of this Order. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. All warranties and the provisions of this Order shall survive any inspection, testing, delivery, acceptance or payment or failure to inspect, test or discover any defect or other nonconformance shall relieve Seller of any of its obligations under the Order or impair any rights or remedies of Buyer. **NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SELLER'S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.** With respect to Goods or Services that are resold or otherwise transferred to a third party, directly or indirectly by Buyer, such third party shall have the full benefit of all warranties and indemnities from Seller and its suppliers, whether hereunder or otherwise, and Seller agrees to execute any assignments of such warranties and indemnities to such third parties.
6. **Recall.** In the event that Buyer determines, in Buyer's sole discretion, that any defect, nonconformance or deficiency in any of the Goods requires a field campaign, recall or similar action ("Recall"), to repair, replace or remediate any Goods or any of Buyer's products in which goods are incorporated, Seller shall be liable to Buyer and its customers for all costs and expenses with regard to the foregoing including, without limitation, attorneys' fees and litigation costs.
7. **Inspections.** All Goods and Services are subject to inspection by an authorized representative of Buyer at all times and places, including during production. No Goods or Services shall be considered accepted prior to inspection and written acceptance by Buyer. Buyer reserves the right to reject or to revoke acceptance of Goods or Services which fail to meet any requirement of this Order, notwithstanding any payment or any prior inspection or test.
8. **Indemnification.** Seller shall indemnify, hold harmless and defend Buyer, its affiliates and their respective customers, successors and assigns, against all lawsuits, damages, losses, expenses, claims, liabilities, judgments, fines, liens, settlements or penalties, including all attorney's fees and litigation costs, whether direct or indirect, incidental, consequential, or otherwise (collectively, "Claims and Losses") for: (i) personal injury, property damage, or other damage, arising out of, relating to, or in connection with, the use, possession, consumption, manufacture, fabrication, or sale, of the Goods or Services, (ii) claims arising from, relating to, or in connection with, Seller's actual or alleged negligence, act or omission or failure to comply with all the terms of this Order or any other agreement between Buyer and Seller, (iii) any Recall, (iv) Claims and Losses arising out of, or in connection with the performance of work on Buyer's premises and in connection therewith, Seller waives any defense or claim arising by operation of any exclusive remedy provision of any state workers' compensation laws or equivalent federal legislation, and (v) claims that the use or possession of the Goods actually or allegedly infringes or misappropriates any intellectual property or proprietary right, and (iv) Seller's breach of this Order or any of the warranties expressed herein or any warranties implied by law. Seller shall not enter into any settlement without Buyer's prior written consent. This indemnification is in addition to the warranty obligations of Seller.
9. **Intellectual Property.** Seller warrants that the manufacture, sale and use of the Goods and provision of Services will not infringe any patent, copyright, trademark, trade secret or any other intellectual property or proprietary right. In addition to Buyer's other rights and remedies, if all or any portion of the Goods or Services are held to constitute an infringement of a patent and/or their use is enjoined for any reason, at Buyer's election, Seller shall promptly, and at its own expense, either procure for Buyer the right to continue using such Goods royalty-free or replace such Goods or Services to Buyer's satisfaction with non-infringing Goods or Services of equal or greater quality, specifications and performance. Seller shall not enter into any settlement without Buyer's prior written consent.
10. **Insurance.** Seller shall maintain no less than the following insurance coverages (i) Workers' Compensation with Statutory Limits for the state(s) in which this Purchase Order is to be performed (Seller may not "opt out" of carrying or "non-subscribe" to workers' compensation insurance coverage) and Employer's Liability insurance with limits of not less than \$1 million each accident / \$1 million disease – each employee / \$1 million disease – policy limit; (ii) Comprehensive or Commercial General Liability (including Premises / Operations, Products / Completed Operations, Personal Injury, Independent Contractors, Blanket Contractual Liability and a cross liability or severability clause with limits of not less than \$3 million combined single limit per occurrence and annual aggregate) ("CCGL Coverage"); (iii) Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits of not less than \$3 million combined single limit per accident; and, (iv) such other liability insurance as may be required by Buyer or the Purchase Order. Any excess or umbrella liability coverage shall follow form or otherwise be at least as broad as the required underlying primary coverages. Coverages shall be purchased from companies possessing a current policy holders rating of "A-" (Excellent) or better and a financial category no lower than "IX" from A.M. Best. The insurance shall be primary to and non-contributory with any self-insurance or policies carried by Buyer. Seller shall name Buyer as additional insured on the required CCGL Coverage using an ISO Additional Insured – Designated Person or Organization endorsement form CG 20 26 07 04, or the equivalent, Automobile Liability and Umbrella Liability policies. Seller and its insurer(s) shall grant waivers of subrogation on behalf of Buyer. Seller shall furnish to Buyer (A) certificates of insurance evidencing the required coverages prior hereto, upon request and at or before policy renewal or replacement; (2) copies of the additional insured, primary and non-contributory, waiver of subrogation endorsements; (3) other documentation as may be required by Buyer to demonstrate the insurance coverages required herein; and (4) 30 days' prior written notice of termination or material reduction in the amount or scope of the required coverages. Seller's purchase of insurance coverage and the furnishing of certificates of insurance shall not release Seller of its obligations or liability under this Purchase Order. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any Goods and shall not be required to make further payments except for conforming Goods delivered prior to cancellation.
11. **Tooling.** Any tooling, tools, jigs, dies, patterns, etc. (collectively, "Tooling") provided by or paid for by Buyer shall be and remain the sole property of Buyer.

Seller shall be responsible for maintenance of the Tooling while in its possession and shall return Tooling to Buyer immediately upon demand. Seller waives any lien rights or other rights to retain Tooling and acknowledges that its obligation to return Tooling upon demand is unconditional.

12. Changes. Buyer shall have the right at any time to make changes in drawings, specifications, materials, packaging, time and place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for the performance, an equitable adjustment shall be made therein, and this Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this section.
13. Set-Off. Without prejudice to any other right or remedy it may have, Buyer has the right to set off against any amounts due Seller hereunder any amounts owed to Buyer by Seller arising from any other transaction.
14. Force Majeure. Buyer shall not be liable for failure to take delivery of Goods or to allow performance of the Services if such failure or inability is due to causes beyond Buyer's reasonable control.
15. Termination for Cause.
 - a) Buyer may terminate this Order without liability, in whole or in part, at any time, if (i) Seller fails to deliver the Goods or to perform the Services covered hereby at the time specified on the front hereof or any extension thereof authorized by Buyer in writing, (ii) a petition initiating a proceeding under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller, (iii) Seller executes an assignment for benefit of creditors, (iv) a receiver is appointed for Seller or any substantial part of its assets, or (v) Buyer shall have any reasonable ground for insecurity with respect to Seller's ability to perform and Seller is unable to provide Buyer with adequate assurance of its ability to perform within ten days after written request therefore by Buyer.
 - b) Buyer's right to terminate this Order is not an exclusive remedy. Buyer shall be entitled to all other rights and remedies it may have either at law or in equity. No termination of this Order shall affect any accrued rights or obligations of either party as of the effective date of such termination.
16. Termination for Buyer's Convenience. Buyer may terminate this Order, in whole or part, at its convenience at any time by written notice to Seller. In such event, Seller may claim only properly documented out-of-pocket costs for work already performed. For specially prepared products which are unique to Buyer's order, any partially completed work or raw materials whose full costs are included in the cancellation charges shall be identified in writing and held by Seller for disposition in accordance with Buyer's written instructions. At all times, Buyer's rights and remedies are cumulative, non-exclusive and in addition to its rights and remedies at law, in equity or otherwise.
17. Confidential Information. All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) can be proven by competent evidence was known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.
18. Audit. Buyer shall have the right to audit and inspect Seller and Seller's suppliers to determine Seller's and its supplier's compliance with the Order.
19. Waiver. Failure of Buyer at any time to require Seller's performance of any obligation under this Order shall not affect Buyer's right to require performance of that obligation. Any waiver by Buyer of any breach of any provision hereof or obligation of Seller must be in writing and shall not be construed as a waiver of any continuing or succeeding breach of such provision or obligation, and waiver or modification of this provision itself, or a waiver or modification of any right under this Order.
20. Assignment. Seller shall not assign this Order or any monies due or to become due hereunder, without Buyer's prior written consent, and any attempted assignment without Buyer's prior written consent shall constitute a material breach of this Order.
21. Applicable Law and Venue. This Order, the purchase of Goods or Services by Buyer from Seller and all other aspects of the relationship between Seller and Buyer, shall be construed and governed according to the laws of the State of Alabama. Seller agrees that any litigation relating to this order, or which otherwise arises directly or indirectly out of or in connection with the purchase of Goods or

Services by Buyer from Seller, or our of or in connection with any transaction of any nature between Buyer and Seller, shall only be commenced in the State of Alabama; either in state court or, if jurisdiction exists, in the federal district court of Alabama. Seller hereby consents to personal jurisdiction in the State of Alabama.

22. Notices. Any and all notices or other communications required or desired to be given in connection with this Order will be given in writing and will be deemed effective upon personal delivery, on the third day after mailing if sent by certified mail, postage prepaid, return receipt requested, or one business day after deposit if sent by a nationally recognized courier service which maintains evidence of the time, place and receipt 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), plus Seller shall dispatch a copy to the General Counsel, The Marmon Group LLC, 181 West Madison Street, 26th Floor, Chicago, Illinois 60602.
23. Buyer Information. BUYER MAKES NO WARRANTY WITH RESPECT TO INFORMATION PROVIDED BY BUYER TO SELLER OR WITH RESPECT TO THE ACCURACY OR COMPLETENESS THEREOF. BUYER IS PROVIDING ANY INFORMATION ON AN "AS IS" BASIS. ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO ANY INFORMATION PROVIDED BY BUYER, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Seller acknowledges and agrees that any sales forecasts, quantity purchase estimates or similar projections received from Buyer are not purchase commitments of Buyer, but rather represent estimates for planning purposes only. Buyer shall have no obligation to purchase or otherwise compensate Seller for any of Seller's finished products, or unfinished raw materials, not covered by an Order issued by Buyer.
24. Mill Test Reports. If required by the Order, Certification and/or mill test reports shall be forwarded immediately with shipment and delivery shall not be completed unless certification and/or reports have been received.
25. Miscellaneous. 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 this Order and are included solely for the convenience of the parties. This 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 this Order. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.