

TERMS AND CONDITIONS OF SALE

A. APPLICABLE TERMS AND CONDITIONS

1. The following Terms and Conditions of Sale are applicable to all sales made by AXON' CABLE (hereinafter referred to as AXON') and the acceptance of any order is expressly conditioned upon purchaser's consent to the Terms and Conditions of Sale set forth in this Agreement.
2. All sales are subject to written confirmation by AXON'. Receipt by purchaser of AXON's acknowledgement of an order without prompt written objection thereto shall constitute acceptance by purchaser of these terms.
3. Terms and Conditions stated by purchaser shall not be binding on AXON' unless such forms and conditions are expressly accepted in writing by AXON'.
4. Purchaser must respond to AXON's notice of acknowledgement within five (5) days of receipt of such acknowledgement or purchaser will waive his right to cancel the order, and will be deemed to have accepted all the terms stated herein.

B. OFFER AND ORDER ACCEPTANCE

1. No binding agreement for sale shall arise until a written acknowledgement from AXON', accepting purchaser's order, is sent by AXON' to purchaser.
2. There may be a difference of approximately 10% between the quantity ordered and the quantity delivered without giving rise to a right in purchaser to decline delivery.
3. Except with agreement to the contrary, batches delivered will not include lengths of less than 10 meters (33 feet).

C. CHANGES

1. Should purchaser wish to make changes within the general scope of this order, purchaser shall do so within five (5) days of receipt of acknowledgement of order from AXON'. Any change of purchaser's order after such time period will only be allowed upon express written approval by AXON'. If any such change causes an increase or decrease in the cost of, or the time required for performance of this purchase order or any other order affected by such change, an equitable adjustment in the price, the delivery schedule or both shall be made and such order shall be modified accordingly.

D. PRICES AND TERMS OF PAYMENT

1. Except with written agreement to the contrary, AXON' goods are invoiced according to the price list applicable upon delivery. Even if fixed prices have been given, an increase in the price of raw materials will give AXON' the right to a final price adjustment.
2. Unless otherwise specified, the prices and the terms of the sale are "F.O.B. ORIGIN" according to Incoterm's definition.
3. Payments are made in U.S. currency. Except upon written agreement to the contrary, the payment of the goods will take place thirty (30) days after the delivery.
4. In the event any payments are not made in a timely manner, AXON' may take any combination of the following actions:
 - i. declare purchaser's performance in breach and terminate any other order for default;
 - ii. withhold future shipments until delinquent payments are made;
 - iii. deliver future shipments under any order on a C.O.D. basis or Cash in Advance basis, even after the delinquency is cured;
 - iv. charge interest on the delinquency at a rate of 2% per month or the maximum rate permitted by law;Furthermore, AXON' shall have the right to retake the products immediately, unless other written arrangements have been made concerning payment. Purchaser agrees to make all products available, shipping ready, for AXON' within five (5) days of receiving notice from AXON' of its intention to retake the products.

E. ATTORNEY FEES AND SUITCOSTS

1. Should AXON' have to initiate legal action to collect any monies owed arising out of this agreement, and if AXON' prevails in whole or in part, purchaser agrees to pay all costs of collection, including, but not limited to attorney fees, witness fees, and court costs, travel and lodging, etc.

F. DELIVERY

1. Delivery dates indicated by AXON' are for information only and thus not binding upon AXON'. However, AXON' agrees to do its utmost to maintain them in every possible way. If products are not shipped by AXON' within six (6) months of the date agreed to by the parties, purchaser shall have the right to cancel the specific shipment, except in circumstances beyond the control of AXON'. Under no circumstances shall purchaser be entitled to any damages for AXON's failure to ship on time.
2. Should the purchaser not take delivery of the goods within eight (8) days following the date on which the goods were placed at its disposal, the cost of storage will be charged to the purchaser, from the day the products were placed on purchaser's disposal. If not picked up by purchaser within twenty (20) days, AXON' will be free to resell the products and invoice purchaser for any losses incurred in the sale, sales costs and storage.

G. PASSING OF RISK

1. The risks occurring after delivery F.O.B. plant are to be borne by the purchaser. Purchaser will engage to sign all necessary insurance with a recognized solvent company to guarantee the delivered goods against all risks, including, but not limited to, theft, fire, damage loss, etc.

H. CANCELLATION

1. In the event of cancellation of this order by purchaser, and except in the case of delivery delays beyond 6 months as detailed above in section (F), purchaser shall be liable for reasonable cancellation costs which shall not exceed the contract price for the item(s) cancelled.
2. AXON' may cancel any contract if purchaser is in default of the payment of any obligations pursuant to this agreement or if, in the sole judgment of AXON', purchaser's financial condition and responsibility has become materially impaired. In addition, AXON' shall have the right to recover damages for nonperformance, and any unpaid installments due on account of this agreement shall become immediately due and payable. Each party may cancel the agreement and be released from its obligation to discharge its part of the agreement, if either party is prevented or encumbered unreasonably by conditions beyond the parties' control and that occur after the agreement became binding upon the parties, such as labor disputes, fires, wars, mobilization or unforeseen similar acts by the military authorities, requisition, arrests, currency restrictions, insurrection and riots, shortages of means of transportation or raw materials or components, general shortages of goods, destruction of large quantities of products, restrictions in the use of power, extensive damage to or destruction of machinery or other important equipment for production as well as stocks of raw material or components, and defects in or delay of deliveries from sub suppliers. Notice in writing of such encumbrances upon one party must be given to the other party in good faith and promptly.

I. COMPLAINTS

1. Unless AXON' receives a written complaint with full particulars from purchaser regarding any defective products or other complaints within five (5) business days from the date the products arrive at the destination indicated on the Bill of Lading, the products shall be deemed to have been delivered in good condition and that the delivery is acceptable.
2. Complaints shall be reviewed by AXON' within three (3) working days. AXON' will have sole discretion in determining whether a complaint is valid and steps to be taken.

J. WARRANTY

1. AXON' warrants, unless indicated to the contrary, that the material covered by this agreement is produced according to usual practices, customs, standards, specifications and tolerances of trade and/or manufacturer prevailing in the country of origin at the time of manufacture. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. Products showing only minor defects, not affecting the workmanship, shall be accepted by purchaser and shall not give rise to any claim against AXON', all claims of damages of any kind during delivery are barred unless reported in writing by purchaser to AXON', with full disclosure of particulars within five (5) days after arrival of goods at the destination indicated on the Bill of Lading.

Where a defect is discovered within twelve (12) months of delivery and the defective goods were delivered and properly reported to AXON', AXON' shall be free to either repair the defective goods, or to deliver satisfactory replacements in return for the defective goods by purchaser in accordance with Section (D)(4). AXON' Will not repair or replace defective products where the defect is the result of use or handling of the product in a manner, circumstances, or for purposes other than those that have been approved or instructed by AXON'.

K. PRESUMPTION

1. AXON' goods are sold under the presumption of full payment by the purchaser pursuant to the terms of this agreement.

L. SECURITY INTEREST

1. In order to protect and secure payment of all debts due and owing from purchaser, purchaser hereby grants to AXON' a security interest in all of purchaser's inventory of products. In connection therewith, purchaser shall take such steps and execute and deliver such financing statements and other papers as AXON' may from time to time request.

M. GOVERNING LAW

1. The construction, interpretation and performance of this agreement and all transactions under such agreements shall be governed by the law of the State of Illinois.

N. ARBITRATION

1. Any controversy or claim between AXON' and purchaser or any controversy or claim otherwise arising out of or relating to any agreement subject to these Terms, shall be settled by Arbitration in Chicago, Illinois according to the rules of the American Arbitration Association.

O. ENTIRE AGREEMENT

1. These Terms constitute the sole terms and conditions of the agreement between AXON' and purchaser. No other terms, conditions or understanding, whether oral or written, shall be binding upon AXON', unless hereafter made in writing and signed by AXON's authorized representative and, in the case of printed matter, also initialed by such representative next to such printed term or condition.