

Terms and Conditions of Sale — International

RESCO Electric Inc., 2431 w Washington Blvd. Los Angeles, Ca, 90018 TEL: +1(323) 735-5958, FAX: +1(323)735-7279

ACCEPTANCE/GOVERNING TERMS: These Terms and Conditions of Sale ("Terms") shall apply to all sales of products by RESCO Electric Inc. (RESCO). Unless otherwise specifically agreed in writing by an authorized representative of RESCO, any different or additional terms and conditions proposed by any customer in a purchase order, response to a quotation, or other proposal, are hereby rejected by RESCO and shall not be incorporated into any agreement for sale of RESCO products. Customer's assent to these Terms shall be conclusively presumed from customer's ordering products quoted by RESCO, customer's failure to object in writing to these Terms, and/or customer's acceptance of all or part of any products ordered. If RESCO is found to have acknowledged customer's order or proposal, and such acknowledgment constitutes an acceptance of an offer, such acceptance is expressly made conditional on customer's assent solely to these Terms which shall form part of the acknowledgment, and acceptance by customer of any products shall be deemed to constitute such assent. If any quotation or other document of RESCO is deemed to constitute an offer to customer, customer's acceptance of such offer is limited to these Terms. All orders and shipments are subject to the approval of RESCO's Credit Department.

TERMS PAYMENT: For international orders, terms of payment may be as per the following: Cash in advance via wire transfer with 50% at the time of order acceptance and the balance due at order dispatch; or an Irrevocable Letter of Credit at sight confirmed by a U.S. bank; or other term of payment agreed upon in writing approved and signed by RESCO's Credit Department.

DELIVERY/TRADE: Unless otherwise noted, sales of RESCO products will be *Free Carrier (FCA) shipping point* or at such other point as RESCO may determine. All risk of loss or damage to goods shall pass to the customer as per *INCOTERMS 2000*. Title passes outside the USA or country of dispatch.

DATE OF SHIPMENT: Shipping dates are approximate and are based on conditions existing at the time of RESCO's receipt of customer's firm order and full information. RESCO will in good faith endeavor to ship by the estimated shipping date but it shall not be responsible for any delay or any damage arising therefrom.

PACKING: An extra charge may be made for export packing. Some products are shipped palletized for the purchaser's convenience. Where it is impractical for the purchaser to handle heavy pallets, the purchaser should specify "No Pallet" on the order.

MERCHANDISE AND CLAIMS: Claims for defective material, shortages, delays, failures in shipment or delivery, for any other cause shall be deemed waived and released by customer or consignee unless made IN WRITING WITHIN 30 DAYS AFTER ARRIVAL OF THE PRODUCTS. Proof of Delivery will not be supplied by RESCO after 90 days from the original shipment date.

RETURNED MERCHANDISE: No merchandise may be returned by customer without prior written authorization in the form of a Return Materials Authorization (RMA) which has been issued by RESCO expressly for the merchandise to be returned. This RMA will be issued at the sole discretion of RESCO. RMAs are valid for 30 days from date of issue. Except with respect to defective items, returned merchandise must be in re-saleable condition and in its original sealed cartons. No non-stocking special products, custom-made or made-to-order products, or outdated, obsolete or modified versions of cataloged factory stocking items may be returned by the customer. Products older than 12 months may not be returned regardless of condition. Except for products that are defective in workmanship or materials, all returns will be subject to a minimum 35% handling and factory inspection charge, and a deduction will be made for the freight expense of the original shipment. Merchandise accepted for return must be shipped *CPT* (Carriage Paid To) *the factory* or other destination specified by RESCO. Properly formatted catalog or item numbers are required in any request to return merchandise. If invoice numbers are not provided, RESCO will price the material based on the lowest price paid by the distributor in the last 12 months.

ORDER CANCELLATION: Orders for stocking items may be canceled prior to shipping without charge. Orders for Make to Order (MTO) product may be canceled before the product is manufactured without charge except that RESCO must be reimbursed for special materials purchased which cannot be returned to the supplier. Orders for MTO product that have been manufactured and/or shipped cannot be canceled and return of MTO material is not allowed. All order cancellations must be in writing. All costs for warehousing and freight on orders canceled after shipment and/or refused at destination will be charged to the customer.

PRICING: Prices are subject to change without notice. Unless otherwise noted, prices are in US Dollars, are exclusive of sales, use, excise or similar taxes, and are *Free Carrier (FCA) shipping point* in accordance with *INCOTERMS 2000* of the International Chamber of Commerce, unless a different term is stated on the quotation and accepted by the customer.

TAXES: The purchaser shall pay when due all sales, use, gross receipts, excise, import duty, tariff and other taxes (together with interest and penalties, if any, thereon) now or hereafter imposed by any governmental agency upon RESCO, the purchaser, the products or the use thereof.

SPECIFICATIONS: RESCO in no way, express or implied, accepts responsibility for voltage determination. RESCO shall not be responsible for quotations of prices or specifications concerning non-catalogued products unless RESCO confirms this to the customer in writing. Catalogued items are those listed in RESCO's current Buyer's Guide. Dimensions of fixtures are subject to change without notice. Unless specifically agreed by RESCO in writing, we do not warrant compliance of our products with individual project specifications.

CONDITIONS OF SALE WARRANTY AND OBLIGATIONS: THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. RESCO warrants to resale customers only that RESCO's products are free from defects in materials and workmanship. The obligation of RESCO under this warranty is expressly limited to repair or replacement without charge, at the sole option of RESCO, of defective products, within a period of one year from the date of shipment of products, and only after Cooper has issued a Return Materials Authorization to customer for the products. This warranty does not apply to RESCO products which have been altered or repaired or which have been subjected to neglect, abuse, misuse or accident (including shipping damages). RESCO's warranty does not apply to any of these items, nor does it apply to any other component part or accessory manufactured by another manufacturer. The manufacturer of the components makes any warranty regarding such components, and customer shall direct all claims to the component manufacturer. This warranty specifically excludes pole failure as the result of a third-party act or omission, misuse, unanticipated uses, fatigue failure or similar phenomena resulting from induced vibration, harmonic oscillation or resonance associated with movement of air currents around the product.

LIMITATION OF LIABILITY: IN NO EVENT SHALL RESCO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, OR IN TORT INCLUDING NEGLIGENCE), NOR FOR LOST PROFITS; NOR SHALL THE LIABILITY OF RESCO FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THESE TERMS OR THE MANUFACTURE, SALE, DELIVERY, USE, MAINTENANCE, REPAIR OR MODIFICATION OF THE PRODUCTS, OR SUPPLY OF ANY REPLACEMENT PARTS THEREFORE, EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY LIABILITY FOR DEFAULT UNDER OR IN CONNECTION WITH THE PRODUCTS, PARTS, OR SERVICES DELIVERED HEREUNDER, WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY, OR OTHERWISE. NO LABOR CHARGES WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL OF RESCO. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

FORCE MAJEURE: RESCO shall not be liable for any delay or failure to perform its obligations, resulting directly or indirectly from or contributed to by any acts of God, acts of customer or purchaser, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel, or supplies, or other circumstances beyond RESCO's reasonable control.

CONSTRUCTION OF AGREEMENTS: These terms and conditions and all agreements between RESCO and the customer shall be governed by and construed in accordance with the *United Nations Convention on Contracts for the International Sale of Goods (CISG)*.

SEVERABILITY: If any provision or provisions of these Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.