2980 NE 207th Street, PH | Aventura FL 33180
Phone: 800.298.3500 | Fax: 954.455.9886

CLASSIC WIRE AND CABLE S T A N D A R D TERMS AND CONDITIONS OF SALES
REVISION DATE October 1, 2026

PRICE: Except as otherwise provided herein, prices are firm, according to Seller's acceptance of Buyer's purchase order. Payments shall be Net 30 from date of invoice.

TARIFF PRICE ADJUSTMENT. Buyer understands that in order for Seller to acquire or manufacture and deliver to Buyer the ordered goods and products (collectively, the "Products"), Seller may procure and import materials or Products into the United States. Notwithstanding anything in these terms to the contrary, all prices in the Seller's Sales Order Acknowledgement include only those government-imposed duties, levies, and taxes on imported goods, including but not limited to customs duties, import duties, excise duties, and any additional charges or fees related to the importation of goods into a country, which may affect the pricing of the Products as specified in these Standard Terms & Conditions imposed at the time of issuance (collectively, "Tariffs"). Buyer acknowledges and agrees it shall be solely responsible for paying Seller and/or reimbursing Seller at the published rates, as applicable, for any and all Tariffs, including those Tariffs imposed after the issuance of a Sales Order Acknowledgement. Seller, in its sole discretion, may charge Buyer a Tariff Price Adjustment Fee, subject to reconciliation.

FORCE MAJEURE: In the event that Seller is unable to perform any of its obligations under these Standard Terms & Conditions due to circumstances beyond the reasonable control of Seller, including but not limited to acts of God, war, terrorism, natural disasters, governmental actions, changes in law or regulations, strikes, lockouts, or other labor disputes, Seller shall not be liable for any delay or failure in performance. Seller shall notify Buyer of the occurrence of any such event and its expected duration. During the period of such force majeure, the obligations of Seller shall be suspended, and Seller shall have the right to extend the delivery schedule or, at its option, to cancel any pending orders without liability. Any such suspension or cancellation shall not constitute a breach of these Standard Terms & Conditions.

CANCELLATION: Cancellation after acceptance of an order cannot be made by Buyer without Seller's written consent and on such conditions as will indemnify Seller against loss for commitments made and work already complete and/or in process as specifically detailed in the Seller's Sales Order Acknowledgement.

SPECIAL ORDERS: When Special Make Orders are accepted, the entire order must be taken. Special Make Orders cannot be cancelled or modified once accepted and the Products cannot be returned.

TOLERANCES: Non-Stock & Special Make Products are subject to the following tolerances: Total product -0 and Reel lengths -0+5%, or as specified. Exact reels lengths may incur additional charges.

DELIVERY: Any shipment schedule is approximate. Seller shall not be liable for any delay in delivery or failure to deliver caused in whole or in part by any reason beyond Seller's control. If Seller has specifically agreed upon delivery dates, Seller will be liable for any related damages to the extent the delay was the result of an event within Seller's control, and is expressly limited to a maximum of 1 percent of the contract price per week buyer for the delayed Products, not to exceed 10 percent of the contract price.

INSPECTION AND ACCEPTANCE: Buyer agrees to inspect Products for defects and for conformity and agrees to check material against shipping papers upon unloading at destination. All claims for shortages or

defective Products must be made by Buyer in writing within seven (7) days of receipt of shipment, or as expressly identified on the customer purchase order and confirmed by the Seller's Sales Order Acknowledgement. If Buyer fails to notify Seller within this period, the Products shall be deemed accepted by Buyer, and any claims for defects or non-conformities shall be waived. This provision does not affect any warranty rights Buyer may have concerning latent defects that are not discoverable upon reasonable inspection within the inspection period.

RETURNS: Returned Products must be full reels or cartons, undamaged and in the original unopened package. Credit will be given for returned Products only for full reels of undamaged wire if still in the original package. No Product may be returned without the written authority of Seller and receipt of Seller's RMA number. No Product may be returned after the expiration of fifteen (15) days following the date of shipment. Returns may be subject to a Restocking Fee, or as set forth on the Sales Order Acknowledgement. NON-STOCK & SPECIAL MAKE Products will not be considered for return and is not subject to the previous stated return conditions.

TAXES: Liability for all taxes and Tariff imposed by any government authority with respect to the Products herein ordered shall be assumed and paid by Buyer.

MODIFICATIONS: These Standard Terms & Conditions, together with Seller's specific conditions contained in Seller's Sales Order Acknowledgement, constitute the entire agreement between Buyer and Seller, and supersede, in their entirety, any different or conflicting terms and conditions proposed by Buyer and any other oral or written communications. Any modification of these Standard Terms & Conditions shall not be binding on Seller unless signed on behalf of Seller by a representative authorized to do so, regardless of whether Seller has commenced manufacture or shipping of any Products ordered hereunder or whether Seller has accepted payments therefor.

WARRANTY: All Products ordered will be supplied in accordance with the description on the face of the Sales Order Acknowledgement and in accordance with applicable specifications and design standards and the cut sheet specifications, and will be substantially free from defects in material and workmanship. The Seller's liability in respect to any defect in or failure of the Products supplied, as well as any loss, injury, or damage attributable thereto, is limited to the replacement or repair of defects which, under proper use and handling, have been proven to the Seller's satisfaction to arise solely from faulty design, materials, or workmanship, within a period of one (1) year from the date of shipment from the factory. Further, the Seller must be notified in writing of the said defect or failure within a period of one (1) year from such date of shipment. Buyer shall permit a representative of Seller a reasonable opportunity to inspect the Product and the operating conditions in connection with any breach of warranty claim. The replacement of such Products does not include expenses incurred in the installation or use thereof. No Product shall be returned to the Seller for credit or replacement before the Seller has officially advised of this transaction.

WARRANTY LIMITATIONS: This warranty does not cover the repair or replacement of any cable which fails as a result of damage in transit, misuse, neglect, accident, Acts of God, abuse, improper handling, improper storage, excessive stress, faulty or improper or unauthorized installation or repair, negligent maintenance or failure to comply with the written instructions for installation, use or maintenance.

EXCLUSION OF OTHER WARRANTIES: THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR

CLASSIC WIRE & CABLE

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IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITATION OF LIABILITY AND LIMITATION OF ACTIONS: In no event shall either party be liable for any indirect, incidental, special, punitive or consequential loss, damage, or expense (which shall be deemed to include without limitation: any loss of profit or revenue, loss of goodwill, loss claimed by Buyers customers or any end-user's, or loss of business opportunity) of any nature or kind, however arising, whether in contract, in tort or otherwise, even if that party is deemed to be aware of the possibility of such damages. Excluding third party indemnification claims, Seller's maximum liability for any claim, loss or damage shall not exceed one million dollars ($1,000,000), even if the Buyer or end-user has claims or is subject to claims in excess of this limitation. Any legal proceeding related to this warranty must be filed within (1) year after the cause of action arises.

SOLE AND EXCLUSIVE REMEDY: This document sets forth the Seller's sole and exclusive warranty obligation to the Buyer and the Buyer's sole and exclusive remedy in the event of defective Products.

CHOICE OF LAW: The laws of the State of Florida, without giving effect to its conflicts of law principles, govern all maters arising out of or relating to these Standard Terms & Conditions and all the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

INSURANCE: Seller shall provide and maintain liability and property damage insurance so as to provide protection and indemnification against any and all such claims or suits in connection with the Products and/or services which is the subject of these Standard Terms & Conditions. Seller shall furnish to Buyer certificates issued by insurance companies acceptable to Buyer showing policies carried and the limits of coverage as follows: a. Workers' Compensation Insurance for Seller's employees to the extent of statutory limits and Occupational Disease and Employer's Liability Insurance for not less than $1,000,000 each accident; b. Commercial General Liability Insurance, including but not limited to Products and Completed Operations and Blanket Contractual Liability, as applicable to Seller's obligations under these Standard Terms & Conditions with limits not less than $2,000,000 per occurrence and $2,000,000 general aggregate. Coverage must be on an occurrence form. Limits may be satisfied with a combination of primary and excess coverage; c. Automobile Liability Insurance for all owned, non-owned and hired automobiles with limits not less than $1,000,000 combined single limit; and d. Excess/Umbrella Insurance in the amount of $5,000,000. Buyer shall be named as Additional Insured on all policies of insurance required in subsections 'b' through 'd', and a waiver of subrogation in favor of Buyer shall be provided.

INDEMNITY. Each party shall defend, indemnify and hold harmless the other party, its officers, directors, agents, employees, contractors, and assigns from and against any third party claims, damages and losses related to these Standard Terms & Conditions or the Products, including, without limitation, reasonable attorneys' fees and costs, except to the extent such claims, damages and losses are attributable to the negligence or willful misconduct of the indemnified party. Each party's obligations under this paragraph shall extend to the acts and omissions of its employees, contractors, subcontractors, and agents.

CONFIDENTIALITY: Each party agrees to maintain the confidentiality of all proprietary or non-public information received from the other party in connection with these Standard Terms & Conditions (the "Confidential Information"). Confidential Information shall include, without limitation, any trade secrets,

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business plans, technical specifications, pricing, and customer information. Each party agrees not to disclose any Confidential Information to any third party without the prior written consent of the disclosing party, except as required by law or as necessary to perform its obligations under these Standard Terms & Conditions. Each party shall take all reasonable precautions to protect the confidentiality of the Confidential Information with the same degree of care it uses to protect its own confidential information. The obligations of confidentiality shall survive the termination or expiration of these Standard Terms & Conditions for a period of three (3) years.

[Signature Page Follows]

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CLASSIC WIRE AND CABLE

TERMS AND CONDITIONS OF SALES
REVISION DATE 2026-01-21

Approved and Accepted By:

_____(customer name) corporation or limited liability company incorporated or formed under the laws of the (city, state, country) having an office at (full address, and phone number)

By :_____Title : _____

Date :_____

Approved and Accepted By:
Classic Wire and Cable

By :_____Title : _____

Date :_____

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CWC WARRANTY CERTIFICATE

Classic Wire and Cable ("CWC") warrants solely to the Purchaser that any brand wire and cable sourced by CWC, or brand CWC cable ("Product") that is supplied to the Purchaser will be free from defects in material and workmanship provided the wire and cable is, employed under conditions contemplated and covered by the design specifications, and provided further that the Product is handled, installed, spliced, terminated, maintained and operated in accordance with industry accepted standards and procedures.

If a Product fails electrically or exhibits physical damage while in service during the warranty period (1 year – see below), the Purchaser shall notify CWC in writing within five (5) days of the discovery of such failure, and shall permit a representative of CWC a reasonable opportunity to inspect the Product and the operating conditions. If it is mutually determined by CWC and the Purchaser that the failure is a result of defective material or workmanship, CWC's sole responsibility under this Warranty shall be to repair or replace the defective Product, the choice of which will be at CWC's discretion. If CWC chooses to replace the defective Product, the new Product will be delivered free of charge to the delivery point called for in the original order. The defective Product replaced under warranty will be returned to CWC to be dispositioned as CWC sees fit. CWC will not be responsible for any damage or failure caused by the Purchaser or any third party, including without limitation, acts of God.

CWC will not be responsible for any defects or repairs to, or replacement of, adjacent or connected equipment to which the Product may supply electrical power or from which it may take electrical power, or with which it may, in any manner, be associated unless solely caused by CWC's cable. CWC will not be responsible for any incidental or consequential damages whatsoever, either direct or indirect, resulting from a failure of the Product.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY PERIOD: 1 year from the date that the Product is delivered by CWC to the Purchaser. Revised: 21 January 2026