I. Selling Entities. Belden Inc., a Delaware corporation, is the worldwide parent company and is the predominant selling entity for Belden sales made in the United States. Hirschmann, Lumberg Automation, MoToFino Security and West Penn Wire are unincorporated divisions of Belden Inc. PPC Broadband, Inc., a Delaware corporation, PPC Broadband Inc., a New York limited liability company, an English company, GarrettCom, Inc., a California corporation and Belden Grass Valley Industria E Comercio E Services Ltda., a Brazilian company, are direct or indirect, wholly-owned subsidiaries of Belden Inc. that may act as the selling entity for certain products. Whenever entity is the selling entity for a particular transaction is referred to herein as “Company”.

II. Agreement.

2.1 The following terms and conditions of sale, together with the terms and conditions of any written agreement signed by an authorized representative of the Company and of the ordering entity or person ("Buyer") covering the subject matter hereof (collectively this “Agreement”), shall apply to sales resulting from Company’s acceptance of Buyer’s order for the products, goods, articles, materials, supplies, components, drawings, data or other property described herein (the “Products”). Offers to purchase can be accepted only by an authorized representative of Company and offers to purchase are not effective or binding until approved in writing by such authorized representative. Any different or additional terms and conditions proposed by Buyer in its purchase order or otherwise are hereby rejected by Company (except those which cannot be lawfully excluded) and shall not be incorporated into this Agreement. Buyer’s assent to the terms and conditions of sale set forth herein shall be conclusively presumed from Buyer’s failure to object thereto in writing as well as from Buyer’s acceptance of all or part of the Products.

2.2 Where this Agreement is found to be an acknowledgement, if such acknowledgement constitutes an acceptance of an offer, such acceptance is expressly made conditional upon Buyer’s assent solely to the terms and conditions hereof; and acceptance of any part of the Products delivered by Company shall be deemed to constitute such assent by Buyer. If this Agreement constitutes an offer, Buyer’s acceptance of such offer is expressly limited solely to the terms and conditions hereof.

III. Orders

3.1 Any quotation issued by the Company is not an offer to sell the goods or provide the services which are the subject of that quotation. Any quotation issued by the Company may be withdrawn by the Company at anytime on notice.

3.2 Each order placed by the Buyer shall be an offer by the Buyer to purchase the relevant goods or services subject to these terms and conditions hereof. No order will be deemed accepted by the Company unless and until the Company issues a written acceptance of order or delivers the goods which are the subject of the Buyer’s order.

IV. Prices

4.1 Prices are as established by Company from time to time, with shipments to be billed at such prices as in effect on the date of shipment. Such prices are in U.S. dollars unless otherwise stated, and are subject to any price adjustment necessitated by Company’s compliance with any act of government, laws or regulations. Any tax, duty, tariff or other governmental charge upon the sale, production, sale, shipment or use of the Products which Company pays or collects from Buyer shall be paid by Buyer to Company unless Buyer has furnished Company with a tax exemption certificate acceptable to the appropriate taxing authority. Except to the extent that Buyer is eligible for freight allowances in accordance with policies established by Company in its discretion, any payment by Buyer of freight charges shall be for the account of Buyer and shall be paid by Buyer with and in addition to the purchase price.

V. Payment

5.1 Payment for the Products shall be in accordance to payment terms as Company may establish in its discretion. Company may in its discretion make available to Buyer prompt payment discounts. Any prompt payment discounts shall be allowed on the purchase price of any Products that breach the foregoing warranty for the following time periods starting from the date of shipment of the Products to Buyer: for Belden and West Penn Wire and other Products, ten (10) years (except that IBM cables are warranted for a period of 15 years); UTP cables have a limited lifetime warranty to the original end user); and for fiber optic cables, connectivity Products, cord set products, patch cord products, active systems hardware Products and all other Products (including Mohawk Products), one (1) year; and such obligation shall be Company’s exclusive obligation and the full extent of its liability, and Buyer’s exclusive remedy, for breach of warranty. Company makes no warranty with respect to any software or firmware that are a part of the Products, and Company makes no warranty with respect to Products that are manufactured by and carry the brand of a third party that is not an affiliate of Belden Inc.

Upon discovery of an alleged defect, Buyer shall notify Company in writing within ten (10) days of such discovery of such claim or warranty defect. Buyer shall have a right to: return the Products to Company at Company’s expense or accept a replacement of such Products. This warranty excludes labor costs associated with the replacement of defective Products.

6.1 Acceptance shall occur, if not before, when Buyer fails to reject in writing within ten (10) days after delivery of the Products to Buyer. Buyer may rightfully reject only where a reasonable inspection shows that the Products fail to substantially conform to the applicable Product specifications. Rejection shall not affect transfer of title and risk of loss under Section 2.1. Buyer waives any right to revoke acceptance, it being the intent of the parties that Buyer’s remedies for any noncomformity detected after acceptance be limited to those expressly provided herein for breach of warranty. Company may in its discretion ship either in lots or in a single shipment.

VII. Date of Shipment

Shipping dates are approximate and are based upon conditions existing upon Company’s receipt of Buyer’s order. Company will, in good faith, endeavor to ship by the estimated shipping date but shall incur no liability for any delay or any damage arising therefrom.

VIII. Cancellation of Order by Buyer

Orders shall not be subject to cancellation or modification by Buyer either in whole or in part without Company’s written consent and then may be subject to payment terms or freight charges and costs. Except as otherwise provided herein, no amount which may be due (or which the Buyer may allege is due) from Company any amount which may be due (or which the Buyer may allege is due) from Company shall be subject to cancellation or modification by Buyer under any circumstances.

IX. Force Majeure

Company shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, embargoes, governmental actions, fires, accidents, floods, epidemics, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond the reasonable control of Company.

X. Limited Product Warranty

10.1 THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Company warrants to Buyer that the Products are, at the time of delivery to Buyer, free of material and workmanship defects, provided that no warranty is made with respect to (a) any Product which has, in Company’s judgment, been subject to negligence, misuse, abuse, accident or improper storage, (b) any Product which has not, in Company’s judgment, been installed, operated or maintained in accordance with normal practice and in conformity with recommendations and published specifications of Company or (c) any Products which have been used for any other purposes other than that for which the Products were designed regardless of whether or not the Buyer advised the Company of its intent to use those Products for other purposes. Repairs to, alteration of, or work done on the Products without Company’s prior written authorization shall void Company’s warranty on the Products.

10.2 At its option, Company shall repair, replace the Products or refund the purchase price of any Products that breach the foregoing warranty for the following time periods starting from the date of shipment of the Products to Buyer: for Belden and West Penn Wire and other Products, ten (10) years (except that IBM cables are warranted for a period of 15 years); UTP cables have a limited lifetime warranty to the original end user); and for fiber optic cables, connectivity Products, cord set products, patch cord products, active systems hardware Products and all other Products (including Mohawk Products), one (1) year; and such obligation shall be Company’s exclusive obligation and the full extent of its liability, and Buyer’s exclusive remedy, for breach of warranty. Company makes no warranty with respect to any software or firmware that are a part of the Products, and Company makes no warranty with respect to Products that are manufactured by and carry the brand of a third party that is not an affiliate of Belden Inc.

Terms and Conditions continue on reverse side.
After acceptance, the Products may not be returned to Company except to the extent expressly provided herein upon a breach of warranty.

XI. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE (REGARDLESS OF THE FORM OF ACTION OR CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BY WHOMSOEVER INCURRED OF WHATEVER NATURE, INCLUDING DAMAGES FOR LOST PROFITS, REVENUES OR THE LIKE, EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EXCEPT FOR COMPANY’S PATENT INFRINGEMENT INDUSTRY OBLIGATIONS UNDER SECTION 12.2 BELOW, IN NO EVENT SHALL COMPANY’S TOTAL LIABILITY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO SUCH CLAIMS OR DAMAGES. THIS SECTION XI SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

XII. Special Products; Patent Indemnity.

12.1 “Special Products” are those Products manufactured or furnished by Company in accordance with drawings, samples, or manufacturing specifications designated by Buyer or its customers. Company reserves the right to ship and/or bill 10% more or less than the exact quantity of Special Products ordered by Buyer. All Special Products must be shipped to Buyer within thirty (30) days of manufacture; after thirty (30) days, Company may invoke a storage charge of 1% per month (12% per annum) of the purchase price. Company may retain any special molds, dies or fixtures utilized in manufacturing Special Products. Buyer shall defend, indemnify and hold harmless Company and its affiliates from and against any and all claims and demands arising out of or resulting in any property damage or any injury to or illness of death of any person (including loss of income, profits, sales or “down time”) arising from or related to the Products, including such claims and demands brought by any employee, agent or subcontractor of Buyer for Buyer’s failure to comply with Company’s published instructions and specifications concerning the operation, use and maintenance of the Products, except any claim, demand, liability, damage or expense proven to be the result of the negligence of Company and not contributed to by the negligence of Buyer, its agents, employees, officers or others.

XVII. Compliance with Laws.

17.1 Buyer will comply with all applicable laws and regulations of the United States, England, Brazil, Mexico and all other jurisdictions governing the marketing, sale, export and distribution of the Products, including, but not limited to, the U.S. export control laws, the Export Administration Regulations (the “EAR”) and the Foreign Corrupt Practices Act of 1977 (the “F CPA”), and the UK Bribery Act. Diversion via export or re-export contrary to U.S. law is prohibited.

17.2 The Company and Buyer agree that no provision of a statute, regulation, rule or other legislation of any country or state other than Delaware shall be implied into this contract, and that any rights, obligations or remedies arising from such a provision are excluded.

17.3 Buyer has not paid, offered to pay, agreed to pay, or authorized or caused to be paid, directly or indirectly, any money or anything of value to any foreign official (as defined in the FCPA) to induce such official to use their influence to obtain an improper business advantage in connection with the purchase and resale of the Products, nor will Buyer do so at any time in the future.

XVIII. General.

18.1 Products (other than Special Products) ordered must be in standard packaging. Minimum acceptable order is US$200.00 or local currency equivalent as agreed by Company. Notwithstanding the foregoing, the minimum acceptable order for PPC’s MiniFlex products is US$800, €700, or £500, as appropriate based on the billing currency.

18.2 All clerical, stenographic, and typing errors are subject to correction.

18.3 This Agreement is not assignable by Buyer without the prior written consent of Company. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent shall be void.

18.4 If any provision or provisions of this Agreement, or parts thereof, 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.

18.5 References in this Agreement to “including” shall be deemed to mean “including without limitation”; references in this Agreement to “in Company’s/its sole discretion” shall be deemed to mean “in Company’s/its sole discretion”; and references in this Agreement to a “claim” or “claims” shall be deemed to mean such a claim or claims whether or not in the form of a lawsuit. The captions in this Agreement are for ease of reference only and shall not in any way affect the meaning or interpretation of this Agreement.

18.6 Buyer acknowledges that Buyer has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Buyer agrees further that this Agreement is the entire agreement between Company and Buyer concerning the subject matter hereof, and any proposals, negotiations or representations made prior to or contemporaneously with this Agreement, whether verbal or written, are excluded. Any amendment or modification of this Agreement must be in writing clearly identifying itself as an amendment to this Agreement and signed by Company’s authorized representative.

18.7 The official language of this Agreement shall be English, except where applicable law requires otherwise.

SPECIAL PROVISIONS: The following additional provisions will apply only to sales of the applicable indicated brand Products. In the event of an express conflict between a Special Provision and any of the Terms and Conditions in Sections I-XVIII above, the Special Provision will prevail, and all other Terms and Conditions in Sections I-XVIII above shall apply in full.

A. Warranty for Hirschmann INET Products.

Hirschmann warrants that all Hirschmann INET Products will be free from defect in workmanship or material, under normal use and service, for a five year period from the date of purchase/shipment (proved with invoice/sales slip). If a Product does not operate as warranted during the applicable warranty period, Hirschmann shall, at its option and expense, repair the defective Product or deliver an equivalent Product to replace the defective item. Replacement Products may be new or reconditioned. All Products that are deemed defective and replaced will become property of Hirschmann. Any replaced Product or part has the original remaining warranty period or at least 12 months from the date of repair or replacement. See the Hirschmann RMA policy for additional information on returns.

B. Warranty Period for GarrettCom Products.

The warranty period for the Magnum 10-series products is five (5) years. The warranty period for the other Magnum, Dymec and Defender products is three (3) years.

C. Belden Cable Management (Racks and Enclosures).

Belden cable management products carry a one-year warranty. Components not manufactured by Belden such as air conditioners, fan assemblies and blower units will not be warranted by Belden and will carry the warranty provided by their manufacturer. Because of their size and weight, these products are
subject to varying shipping and freight terms. The Cable Management Shipping Policy is incorporated by this reference and available upon request.

D. Warranty for Hirschmann MCS Products. Hirschmann warrants that all Hirschmann MCS Products will be free from defect in workmanship or material, under normal use and service, for a one year period from the date of delivery or installation (if installation is performed by Hirschmann). If a Product does not operate as warranted during the applicable warranty period, Hirschmann shall, at its option and expense, repair the defective Product or deliver an equivalent Product to replace the defective item. Replacement Products may be new or reconditioned. All Products that are deemed defective and replaced will become property of Hirschmann. Warranty excludes glass Products and Products that are consumed in their normal operation. See the Hirschmann RMA policy for additional information on returns and non-warranty repairs. Purchases of software are subject to additional terms contained in the Hirschmann Software Agreement.

E. Warranty for PPC Broadband Products. PPC warrants that all PPC Products will be free from material defects in workmanship or materials under normal use and service, for a one year period from the date of delivery. This warranty is void if: (i) the Products have been subjected to neglect, accident, or incorrect or improper use, maintenance, repair or storage; (ii) the Products have been altered without PPC’s prior written consent; or (iii) spare or replacement parts not furnished or approved by PPC in writing have been used in or on the Products. Warranty claims hereunder must be made promptly and in writing; must recite the nature and details of the claim, the date on which the cause of the claim was first observed and the model number of the Product concerned; and must be received by PPC on or before the expiration of the Warranty Period. If Buyer makes a warranty claim during the Warranty Period, PPC shall supply repair or replacement parts for the defective Products or components thereof to Buyer free of charge. Buyer must allow the Company on request access to the Products in question if required by the Company in order to inspect them and establish the cause of the defect complained of. An extended warranty for certain PPC products may be available upon request and subsequent agreement between Buyer and Company.