



STANDARD TERMS AND CONDITIONS

1. CONTRACT FORMATION: These Terms and Conditions ("Terms") govern this Sales Order and any agreement, order, sale or lease is expressly limited to and made conditional upon these Terms becoming a part of the agreement between Dura-Line Corporation ("Seller") and Buyer.

2. ACCEPTANCE: This transaction is expressly limited to and made conditional upon the Terms on the face and reverse side hereof. Any of Buyer's terms in addition to or different from those contained herein, whether contained on a request for quotation, purchase order, acknowledgement or other document, are hereby objected to and shall be of no effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. No waiver or alteration of terms shall be binding unless in writing, signed by an executive officer of Seller. Acceptance of this contract is expressly limited to the exact terms contained in the offer and any attempt to alter or omit any such terms shall be deemed a rejection and counteroffer.

3. PRICE: All prices are F.O.B. Seller's plant unless otherwise specifically set forth on the face of this Sales Order. Prices stated are subject to change without notice in the event of (i) alterations in specifications, quantities, designs, or delivery schedules; (ii) increases in the cost of fuel, power, material, supplies, or labor, and/or (iii) foreign or domestic legislation enacted by any level of government, including tax legislation, which increases the cost of producing, leasing, or selling the Goods. No discount will be permitted unless specifically set forth on the face of this Sales Order. Prices set forth in any proposal sent to Buyer shall be firm for thirty (30) days following the date of such proposal unless otherwise set forth in any proposal. Payment terms of sale are net thirty (30) days unless Seller agrees otherwise in writing. In the event payment is not made within terms, Buyer shall be charged a late payment fee of one and one-half (1.5%) percent per month for each month in which payment is delayed, or the maximum lawful rate, whichever is lower, until payment is made in full. Until the purchase price and any late fees have been paid in full, Seller retains a security interest in the goods sold, consigned or leased ("Goods") and in all proceeds of said Goods. Buyer hereby irrevocably authorizes Seller to execute and file UCC financing statements in support of a purchase money security interest. All orders are subject to the approval by Seller at its offices in Knoxville, Tennessee.

4. DISPUTES: All disputes hereunder shall be made, in writing to the following: Dura-Line Attention: Controller, 11400 Parkside Drive Suite 300, Knoxville, TN 37934. Payments which are intended by Buyer to represent "payment in full" for the Goods sold, and which are less than the amount shown on Seller's invoice as being due, shall be sent to the above address. If said "payment in full" check is not made to the above address then, pursuant to Tennessee Code Ann. Section 47-3-11 the acceptance of said check will not act as a discharge of the remaining balance due under this Seller's invoice.

5. Dura-Line warrants that the following goods manufactured will be free from defects in material and workmanship for the following periods:

1. Conduit, CIC and pipe products for one year following the date of original shipment.
2. Placing equipment and accessories for 90 days following the date of original shipment.
3. With respect to lubricants, chemicals, pull tapes and specialty products, Dura-Line warrants only that such goods will conform to Dura-Line's standards as specified.

If any products are found by Dura-Line to be defective, such products, at Dura-Line's option, will be replaced or repaired at Dura-Line's cost. The Purchaser's sole remedy for a defective product, and for any and all claims arising out of the purchase and use of the product, shall be limited to the repair and replacement of the product at Dura-Line's cost.

The foregoing warranties are in lieu of all other warranties, expressed or implied, including those of merchantability or fitness for any purpose.

Goods which may be sold by Dura-Line but which are not manufactured by Dura-Line are not warranted by Dura-Line, but are sold only with the warranties, if any, of the manufacturers thereof.



STANDARD TERMS AND CONDITIONS

This warranty does not cover labor or other costs or expenses to remove or install any defective, repaired or replaced product. Warranty does not apply to any product which has been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation or modification.

6. LIMITATION OF LIABILITY: SELLER'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR STRICT LIABILITY) FOR ITS GOODS SHALL BE LIMITED TO REPAIRING OR REPLACING PARTS FOUND BY SELLER TO BE DEFECTIVE OR AT SELLER'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS OR PARTS THEREOF. AT SELLER'S REQUEST, BUYER WILL SEND, AT BUYER'S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE PARTS TO THE PLANT OF SELLER WHICH MANUFACTURED THEM FOR INSPECTION AND WARRANTY ADJUSTMENT.

7. DISCLAIMER OF CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE AND SALE OR LEASING OF SELLER'S GOODS, INCLUDING WITHOUT LIMITATION BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HERewith. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE WITHOUT LIMITATION LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH TO ANY PERSON, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS)). BUYER SHALL INDEMNIFY SELLER AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY SELLER ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY.

8. ACCEPTANCE AND TRANSPORTATION: Upon Buyer's receipt of shipment, Buyer shall immediately inspect the Goods. Unless Buyer provides Seller with written notice of any claim for shortages of or defects in the Goods within forty-eight (48) hours after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. In absence of shipping and packing instructions, Seller shall use its own discretion in choice of carrier and method of packing. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer and any insurance so requested shall be at Buyer's expenses and valuation.

9. TITLE AND RISK OF LOSS: Title to any Goods sold and risk of loss of such Goods passes to Buyer upon delivery by Seller to carrier, and any claims for losses or damage shall be made by Buyer directly with carrier.

10. CREDIT TERMS: All orders and shipments shall at all times be subject to the credit approval of the Seller. Seller reserves the right of declining to make shipment whenever, for any reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for breach or nonperformance of contract, in whole or in part.

11. TAXES: Unless otherwise specifically provided on the face hereof; the price for the Goods purchased is net and does not include sales, use, excise or similar taxes, whether federal, state or local. The amount of any such taxes applicable to the Goods shall be paid by Buyer in the same manner and with the same effect as if originally included in the purchase.

12. PACKAGING: Prices stated are based on Seller's standard packaging. Special customer packaging will be furnished only when specified and so stated herein, and the cost thereof shall be borne by Buyer.

13. DELIVERY AND DELAYS: Unless expressly specified to the contrary, Goods in stock will be shipped promptly, and Goods not in stock will be shipped as soon as commercially reasonable. However, all shipping dates are approximate, and are based upon current availability of material, present production schedules, and prompt receipt of all necessary information. Seller will not be liable for any damage, loss, fault, or expenses arising out of delays in shipment or other nonperformance, of this agreement caused by or imposed by (a) strikes, fires, disasters, acts of terrorists, riots, acts of God, (b) acts of Buyer, (c) shortages of labor, fuel, power, materials, supplies, transportation, or manufacturing facilities



STANDARD TERMS AND CONDITIONS

(d) government action; (e) subcontractor delay, or (f) any other cause or condition beyond Seller's reasonable control. In the event of any such delay or nonperformance, Seller may, at its option, and without liability, cancel all or any portion of this agreement and/or extend any date upon which any performance hereunder is due. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise. Orders will be considered complete upon shipment of a reasonable quantity over or under the amount specified in the Sales Order when it is impracticable to produce the exact quantity ordered.

14. TERMINATION, CANCELLATION, CHANGES, AND RETURNED MATERIAL: Orders cannot be terminated, modified, shipment deferred or returned after acceptance of Buyer's order by Seller, except with Seller's written consent and subject to a minimum \$25.00 or 25% restocking charge, whichever is greater. Goods shipped to Buyer approved for return must be shipped freight prepaid. Buyer shall indemnify Seller against liability and expense incurred and commitments made by Seller and shall provide for profit on work in process and contract value of products or parts completed and ready for shipment.

15. PATENTS: The purchase of the Goods shall not entitle Buyer to employ the Goods with any patented process owned by Seller or others. Seller makes no warranty that the Goods or method or process of using them, are free of the claim of any third party by way of patent infringement or the like. Buyer, by its acceptance of the goods or equipment agrees that there is no indemnification by the Seller of any claims of patent infringement, regardless of any rights under the Uniform Commercial Code or other similar regulations, and any such rights are hereby waived. Seller has no obligation to defend or pay damages, settlements, attorneys' fees or any other ancillary damages from such a claim of patent infringement brought against Buyer. Buyer shall hold Seller harmless from, and release and not make claim or suit against Seller because of, any suits, claims, losses, or other liability made against, or suffered by, Buyer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right at common law, or claim of unfair trade or unfair competition, resulting from, or occasioned by, Buyer's use, possession, sale, or delivery of the Goods sold to Buyer by Seller. Buyer agrees to defend and indemnify Seller against any claims or liabilities for, or by reason of the infringement of any United States Patent arising from the manufacture of any of the Goods in accordance with specifications furnished by Buyer or from the sale thereof.

16. GENERAL CONDITIONS: No agent, salesman or other party is authorized to bind Seller by any agreement, warranty, statement, promise or understanding not herein expressed. The sale of Goods pursuant to this contract, shall be governed by the internal laws of the State of Tennessee without regard to conflict principles. In addition to the rights and remedies conferred upon Seller by law, Seller shall not be required to proceed with the performance of any order or contract, if Buyer is in default in the performance of any order or contract with Seller and in case of doubt as to Buyer's financial responsibility, shipments under this order may be suspended or sent sight draft with bill of lading attached by Seller. Any clerical errors are subject to correction. No delay or omission by Seller in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy and shall not be constituted as a bar to or a waiver of any such right or remedy on any future occasion. Any provision hereof prohibited by law shall be ineffective to the extent of such prohibition and without invalidating the remaining provision hereof.

17. ARBITRATION: Any dispute arising between Buyer and Seller based upon this agreement or the Goods purchased pursuant hereto will be heard in the Chancery Court for Knox County, Tennessee by a Chancellor sitting without a jury and the award of the Chancellor shall be final and binding upon the parties.

18. ENTIRE CONTRACT: The Terms set forth herein and on the face side hereof constitute the entire agreement between Buyer and Seller on these issues. Any representations, promises, warranties or statements by any agent or employee of Seller that differ in any way from these Terms shall be given no effect or force.