
1- ACCEPTANCE

This order (the “order” is an offer to the Seller which, unless otherwise revoked by Terminal & Cable, will become a binding contract on the terms and conditions contain herein when accepted by the seller. The seller shall be deemed to have accepted this Order by a written expression of acceptance and by shipment of all or any portion of the goods and/or performance of the services (collectively referred to as “GOODS”) covered by this order. Acceptance is expressly limited to the terms and conditions of this Order and in event shall this Order, or the purchase of any Goods hereunder, be subject to any of the terms and conditions contained in Seller's acceptance or Seller's quote, whether by written acceptance or otherwise, and no such terms and conditions shall become a part of this contract. The terms and conditions herein constitute a complete and exclusive statement of such terms and prior agreement, or oral agreement shall in any way modify the terms and conditions hereof. Notwithstanding the foregoing, if Terminal & Cable and Seller have entered into a written purchase agreement, the terms and conditions of that agreement shall govern.

2- SOFTWARE

If the Goods under this order include software, Supplier hereby grants Terminal & Cable a fully paid, worldwide, perpetual, royalty-free incense to use, display, and copy the software. Supplier agrees that any pre-printed, shrink-wrap, click-wrap terms or other licensing terms shall not be applicable and that only the terms of this Order shall apply. Seller warrants that the software is fit for its intended purpose, is free of all items, claims, encumbrances, and other restrictions, and does not infringe the intellectual rights of any person.

3- INSPECTION AND NONCONFORMING GOODS

All goods shall be received to Terminal & Cable 's inspection and acceptance or rejection within a reasonable time (but not less than 30 days) after receipt at Terminal & Cable’s premises, but failure to inspect and accept or reject Goods shall not relieve Seller from and risk, with Terminal & Cable charging to Seller all expenses related to the rejected Goods. In the event that Terminal & Cable shall notify Seller of defective Goods or if such goods fail to conform to any warranty hereunder, Seller shall at Terminal & Cable’s election: (i) repair or replace defective or nonconforming Goods by delivering and installing such replacements or (ii) give Terminal & Cable full credit or, if requested, a full cash refund plus shipping costs incurred by Terminal & Cable.

4- WARRANTY

The seller expressly warrants that (a) all Goods, raw materials, and components will conform to the applicable drawings specifications, samples, user manuals, technical manuals, data sheets or other description given, and that the Goods delivered hereunder will be of good quality, material and workmanship, merchantable and, unless otherwise specified on the face of this order, free from defects in design and workmanship for a period of 24 months from the date of delivery, and (b) all Goods shall be furnished and produced in compliance with all applicable federal, state and local laws, orders and regulations.

5- INVOICES

Invoices must itemize applicable transportation charges and taxes, if any, as separate items and comply with all requirements established by the applicable tax laws and regulations in the US or Canada.

6- PAYMENT

Seller shall invoice Terminal & Cable for payment within 90 calendar days of delivery of Goods and must reference this Order. Terminal & Cable reserves the right to return all incorrect invoices. Unless

otherwise specified on the face of this Order, Terminal & Cable shall pay the invoiced amount for all correct invoices that are paid within 30 days after receipt. Payment of the purchase prices shall not constitute or deemed acceptance of the Goods by Vole Terminal & Cable.

7- DELIVERY

Delivery of the goods shall be pursuant to the schedule, via the carrier and to the place specified in this Order or Terminal & Cable routing table, as provided to seller by Terminal & Cable. If no delivery schedule or method of shipment is specified, the Order shall be filled promptly and delivery will be made by the most expeditious form of land transportation, using the least expensive carrier. Where a delivery schedule is specified, time is of the essence and if Goods are not timely delivered, Terminal & Cable may reject such Goods and cancel this Order. The acceptance of later or defective deliveries shall not be deemed a waiver by Terminal & Cable of its right to cancel this order or to refuse to accept further deliveries. If Seller cannot comply with Volex's delivery schedule, Terminal & Cable may require expedited delivery at the expense of seller. Goods shipped to Terminal & Cable in advance of schedule may be returned to seller at seller's expense or may be held by Terminal & Cable with payment therefore deferred until after the scheduled date of delivery.

8- DEFAULT

Terminal & Cable may provide written notice of default to Seller to terminate all or any part of this Order in any one of the following circumstances: (i) if seller fails to perform any of its obligations under this order within the time specified herein or any extension thereof, or (ii) if Seller fails to upon such terms as it shall deem appropriate, supplies or services similar to those so terminated in which case Seller shall continue performance of this Order to the extent not terminated and shall indemnify Terminal & Cable for any excess cost for such similar supplies or services. In the event Seller anticipates difficulty in meeting any of the requirements of this Order, Seller shall promptly notify Terminal & Cable in writing. The rights and remedies of Terminal & Cable provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

9- PACKING, SHIPPING AND RISK OF LOSS

All Goods shall be packed and packaged in accordance with the instructions or specifications described in this order, or referred to in drawings or specifications for the Goods hereunder. In the absence of any such instructions of specifications on packing or packaging, Seller shall comply with best commercial practice for domestic or international shipments adequate for safe arrival of the Goods at the designated destination. A packing list showing the purchase order number, item number and description of contents must be included in each package. Seller assumes all risk of loss until receipt of the Goods by Terminal & Cable. Title to the Goods shall pass to Terminal & Cable upon acceptance of the Goods at the designated destination.

10- WARRANTY AGAINST INFRINGEMENT

Seller warrants that the sale or use of Goods covered by this Order, either alone, or in combination with other materials, will not infringe or contribute to the infringement of any world-wide patents, trademarks, copyrights or other intellectual property rights of any third party ("IP") and the Seller covenants to defend every suit which shall be brought against Terminal & Cable or any other party selling or using Terminal & Cable's products for any alleged infringements of any such IP, by reasons of the sale or use of said materials, or in combination with other materials and to pay all expense and attorney's fees which shall

be incurred in and about defending every such suit and all costs, damages and profits recoverable in every such suit.

11- CHANGES

Terminal & Cable may at any times make changes within the general scope of this order, in any one or more of the following : (i) drawings, designs or specifications where the Goods to be furnished are to be specially manufactured for Terminal & Cable in accordance therewith; (ii) method of shipment or packing; (iii) place of delivery; (iv) the Goods, including the quantity thereof, to be furnished by Seller. If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable, pro rate adjustment shall be made in the contract price or performance schedule or both.

12- CONFIDENTIAL INFORMATION

Unless Terminal & Cable and Seller enter into a separate agreement regarding the confidentiality of information exchanged, Seller agrees not to disclose to any person outside of its employ and for a period of 5 years from the receipt thereof, nor to use for any purpose other than to fulfill its obligations under this Order any confidential information, whether inadvertently furnished to Seller or otherwise. For the purpose hereof, “confidential information” shall mean any information which is not otherwise publicly available and which is received by Seller from Terminal & Cable in connection with this Order. Upon termination of this Order, Seller agrees to return to Terminal & Cable, all drawings, blueprints, descriptions and other material received from Terminal & Cable and all materials containing said information, all of which Seller acknowledges are property of Terminal & Cable. Seller agrees that any unauthorized use, disclosure or misappropriation of the confidential information to any person other than as specified herein shall constitute a breach of this Order, and Terminal & Cable shall be entitled to recover (i) monetary and other damages, expenses, costs incurred as a result of the disclosure of the confidential information, (ii) if permitted by law, in the case of a threatened or continuing breach, temporary and permanent injunctive relief without proving or showing any actual damage sustained. Seller agrees that the unauthorized use, disclosure or misappropriation of the confidential information may cause irreparable and invaluable damages and harm to Volex as owner of the confidential information.

13- TRADEMARKS

If the Goods specified within this Order bear any Terminal & Cable trademarks or other, identifying marks they shall not bear any trademark or other designation of Seller (or other maker of the Goods) and Goods bearing Terminal & Cable’s trademarks or identifying marks shall not be sold or otherwise disposed of to anyone other than Terminal & Cable without the written consent of Terminal & Cable. Unless otherwise agreed in writing; any and all drawings and blueprints, dies, patterns, tools, etc., used in connection with this Order shall be owned by Terminal & Cable and shall, upon completion of deliveries hereunder or upon termination of the agreement pursuant to which this Order is issued, be delivered to Terminal & Cable. Unless authorized by Terminal & Cable in writing the names (trade or otherwise) of Terminal & Cable, Terminal & Cable’s customers, other subsidiaries or affiliates, are not to be used in the Seller's advertising.

14- COMPLIANCE WITH LAW/APPLICABLE LAW

Seller agrees to comply with the applicable provisions of any federal, state or local law or ordinance all lawful Orders, rules and regulations issued thereunder, and any provisions, representations or agreements, or contractual clauses required thereby, to be included or incorporated by reference or operation of the law in the contract resulting from acceptance of this Order and in connection with such laws, ordinances and

orders. This Order shall be governed by and construed under the laws of, Canada. No or revision of this Order shall have any force or effect unless the same is put in writing and executed by the parties hereto.

15- COMPLIANCE WITH LAW/APPLICABLE LAW

Seller agrees to comply with the applicable provisions of any federal, state or local law or ordinance all lawful Orders, rules and regulations issued thereunder, and any provisions, representations or agreements, or contractual clauses required thereby, to be included or incorporated by reference or operation of the law in the contract resulting from acceptance of this Order and in connection with such laws, ordinances and orders. This Order shall be governed by and construed under the laws of, Canada. No or revision of this Order shall have any force or effect unless the same is put in writing and executed by the parties hereto.

16- FORCE MAJEURE

No liability shall result to either party from delay in performance or non-performance arising from any cause or causes reasonably beyond the control of such party: acts of God; fire; flood; war; accident; or compliance with any law, regulations, order, direction, or request made by governmental authority or person purporting to act therefor. No withstanding the foregoing, the event of a force majeure event that precludes Seller from performing hereunder for more than 30 calendar days, Terminal & Cable may terminate this Order without cause and cancel all outstanding purchase orders without penalty or further obligation.

17- ASSIGNMENT

Seller shall not delegate or assign any duties, claims, rights or obligations under this Order without Terminal & Cable 's prior written consent. Any such delegation or assignment attempted without the previous written consent of Terminal & Cable shall affect, at the option of the Terminal & Cable, a cancellation of all of Terminal & Cable's obligations hereunder.

18- SEVERABILITY AND MODIFICATION

If any term or conditions hereof or the application thereof to any person or circumstance shall at any time or to any extent, be invalid or unenforceable, the reminder of this Order and application of such terms or conditions to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law. This contract can be modified or rescinded only by a writing signed by both of the seller and Terminal & Cable.

19- NO WAIVER – REMEDIES

Failure on the part of Terminal & Cable to exercise, and delay in exercising any right, power, or remedy under this Order, shall not be considered as a waiver thereof; nor shall any single or partial exercise of any right under this Order preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

20- HEADINGS

Headings contained in this Order are included for convenience of reference only and shall not affect the construction, sense of any remedies provided by law.

NOTICES

The parties agree that all notices and other communications required or desired to be given pursuant to this order will be given in writing and will be deemed duly given upon personal delivery, or on the third day after

mailing if sent by registered or certified mail, postage prepaid, return receipt requested or on the third day after mailing if sent by a nationally recognized overnight delivery service which maintain records of the time, place and recipient of delivery, or upon receipt of a confirmed transmission if sent by telecopy or facsimile transmission , and in such as if addressed to the party as indicated on the face of this Order.

Change Control History

Revision	Date	Change
00	2024/02/28	Creation
01	2025/10/23	Logo change