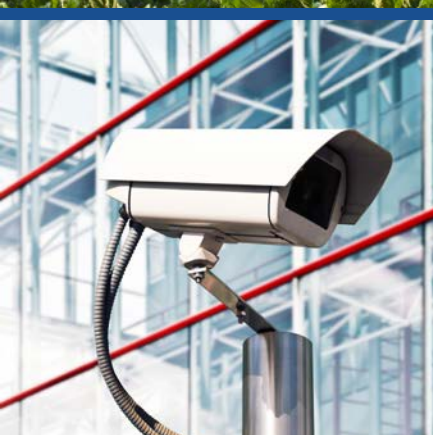


TERMS & CONDITIONS



The Terms and Conditions of contained herein are the exclusive terms and conditions for the sale of products and components (“materials”) from Integra Enclosures, Ltd. (“Integra”) to you, its Customer. Customer agrees that the terms and conditions stated herein and, to the extent not stated herein but contained on any Integra invoice, constitute the final, complete, exclusive expression of the agreement between Integra and Customer. In the event that any Customer form, purchase order or any other document submitted by Customer contains terms and conditions in addition to or different from the terms and conditions herein or from any Integra invoice, Customer agrees, by so submitting its purchase order or order form, by receiving an order acknowledgment or by accepting material produced by Integra, that such new or additional terms are rejected and that the language of the Integra terms and conditions control. Any and all new or additional terms contained on any Customer document (whether provided to Integra prior or subsequent to the delivery of these Terms and Conditions) are hereby expressly and completely rejected. Acceptance of Customer’s order for material from Integra is expressly limited to these terms and conditions.

1. Orders become effective only when accepted and approved by Integra. Integra’s acceptance is expressly made conditional on the Customer’s assent to the terms and conditions contained herein and to the terms and conditions of any proposal issued by Integra to the Customer, and Integra agrees to furnish the material covered by the order only upon such terms and conditions. Any of the terms or provisions of the Customer’s order that are inconsistent with the terms and provisions contained herein are not agreed to by Integra, shall not be binding on Integra, and shall not be considered applicable to the sale or shipment of the materials ordered.
2. There shall be a minimum order amount of \$50.00 exclusive of freight.
3. Orders, shipments, and terms of payment are subject to the approval of Integra’s Credit Department. Invoices shall be rendered when the materials are shipped. Terms of payment are net 30 days unless otherwise agreed by Integra. Interest may be charged on overdue accounts at the rate of 1.5% per month. Accounts that exceed 60 days may be placed on C.O.D. status at the discretion of Integra. Integra reserves the right to refrain from performing any work on any of Customer’s orders should any of Customer’s account(s) or jobs with Integra be or become past due. Payments shall be made to Integra Enclosures, P. O. Box 1870, Mentor, Ohio 44061-1870.
4. By submitting an order or taking receipt of Integra materials, Customer consents to the exclusive jurisdiction of the state and federal courts located in the State of Ohio. This agreement shall be construed under the laws of the State of Ohio. Customer shall be deemed to have accepted the materials shipped by Integra within thirty (30) days after delivery to the customer. After acceptance, Customer shall not be entitled to reject the materials that are not in accordance with these terms and conditions.
5. Materials are sold FOB Integra plant, and title shall pass upon delivery to the carrier. Integra is not responsible for any loss or damage incurred in transit and any claim must be made by the Customer. Integra shall assist in the filing of any claim, at the request of the Customer.
6. Shipment dates are given based on current inventories and production plans. However, Integra shall not be responsible for any partial or total failure to deliver or for any delay incurred caused by accidents, delays in transportation, fires, explosions, floods, earthquakes, or other acts of nature, riots, strikes, or other causes beyond Integra’s reasonable control.
7. Orders for non-standard materials, such as modified products, are not cancelable and not returnable without Integra’s prior consent. Should consent be given, Integra reserves the right to recover all direct costs incurred as a result of the cancellation.
8. Returns of compliant materials may be made at the customer’s request, but only upon the approval of Integra. Materials must be in re-sellable condition and in their original packaging. Returns not accompanied by a new order of greater or equal value shall be subject to a restocking fee of 25 percent of the original sale price.
9. INTEGRAL WARRANTS THAT THE MATERIALS SOLD TO THE CUSTOMER ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AT THE TIME OF SHIPMENT. THE CUSTOMER SHALL NOTIFY INTEGRA IN WRITING WITHIN 30 DAYS OF RECEIPT FOR ANY CLAIMED DEFECTS OR NON-CONFORMING MATERIALS. NO MATERIALS CAN BE RETURNED WITHOUT THE PRIOR CONSENT OF INTEGRA, AND IF APPROVED SHALL BE RETURNED TO INTEGRA FREIGHT PREPAID. INTEGRAL’S LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE LIMITED TO EITHER REPLACEMENT OF THE MATERIALS OR, AT INTEGRAL’S SOLE OPTION, THE REFUND OF THE PURCHASE PRICE. INTEGRAL SHALL NOT BE HELD LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY BREACH OF THIS WARRANTY. THIS EXCLUSION APPLIES WHETHER SUCH DAMAGES WERE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY. FURTHER, INTEGRAL SHALL NOT BE LIABLE FOR LOSSES, DELAYS, LABOR COSTS, OR ANY OTHER COST OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF MATERIALS. INTEGRAL’S LIABILITY IS EXPRESSLY LIMITED TO THE REPLACEMENT OR REPAIR OF DEFECTIVE GOODS, OR THE TOTAL VALUE OF SUCH GOODS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ORAL INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING OR TRADE.
10. Should any provision of these terms be held unenforceable or unlawful, it the provision in question shall be modified so as to eliminate the unenforceable element and, as so modified, shall be binding on the parties.
11. Any assistance, suggestions, or technical advice given Customer by Integra or any agent thereof, concerning dimensions, handling, installation, testing, storage, use or placement in service of any material is an accommodation for which Integra shall have no liability unless expressly provided by Integra in writing and signed by an officer of the company.
12. The Terms, plus any contained on Integra’s order acknowledgement, are the complete agreement of the parties regarding the content contained herein, and may not be modified except in writing by both parties. No employee, agent, or representative of Integra has the authority or power to add, waive, or amend these Terms unless first authorized in writing by an officer of Integra. Waiver by Integra of any breach shall not thereafter be deemed a waiver of a subsequent breach of the same of any other provision hereof.