

General Terms and Conditions of Sale

August 20, 2010

1. **General:** These General Terms and Conditions of Sale exclusively will govern the sale by Seller of Products furnished to Purchaser hereunder whether such sale is effected by paper-based transactions or via facsimile or other forms of electronic data interchange ("EDI") or electronic commerce. Purchaser's receipt or acceptance of delivery of any of the Products ordered or purchased hereunder will constitute its acceptance of delivery of any of the Products. No addition to or modification of any of the Terms and Conditions of Sale as they appear herein shall be binding upon Seller unless signed in writing by a duly authorized representative at Seller in Richmond, Virginia. Seller reserves the right to change these terms and conditions at any time without notice.
2. **Orders:** All orders are subject to acceptance by Seller. Orders are entered as received and any errors are subject to payment by purchaser.
 - a. Minimum order size is \$200 per single purchase order or order release received. Additions or cancellations on the order after acceptance by Seller may be subject to certain restrictions and cancellation charges.
 - b. Discount: in order to receive your full discount, the order quantity must be in multiples of the standard discount quantity (pack size) as listed in the current Seller price list; otherwise the discount may change.
 - c. Special Pricing Contract (SPC) control numbers must be clearly referenced on the purchase order to receive the agreed price. Orders processed without control or quote number will be priced at list. No credit will be issued based on a SPC after the order has been accepted.
 - d. All SPC orders and releases must be placed in multiples of full Standard Discount Quantity as listed on the CD Price List and must meet the minimum order or release size specified. Otherwise, the SPC orders may be declined or automatically rolled up to the required minimum levels or pack multiples by Seller.
3. **Payment Terms:** Payment is due within 30 calendar days from the date of the invoice. Debit memos or credit requests may not be deducted from the outstanding payable balance prior to Seller granting final credit. In the event of referral to an attorney or agency for collection, in addition to any legal fees for collection there will be a collection fee of 10% of the overdue amount plus interest charges of up to 1.5 % per month where permitted by local law.
4. **Prices:** Prices are subject to change without prior notification and are in effect at the time of order, excluding scheduled order releases that will be at prices in effect at time of order entry. Calculated net prices will be rounded up to the nearest penny per selling unit at the time of invoicing.
5. **Shipment:** Unless otherwise directed by Purchaser, Seller will select the method of shipment within the United States. In the absence of specific instructions from the Purchaser, the merchandise transported within the United States will be subject to standard insurance provided by the carrier, if any.
6. **Freight Charges: (Ground Shipments and Air Shipments).** All orders are shipped FOB shipping point unless otherwise agreed to by Purchaser and Seller. The agreed delivery terms will define shipping costs, risk of loss and title transfer, except that title to all intellectual property rights associated with the Products remains with Seller (or its suppliers and licensors), and such Products are made available or licensed only for use by the Purchaser pursuant to this agreement or other Seller license agreement
 - a. **Shipments to Alternate Locations.** Shipments to alternate locations may incur a shipping fee of \$25 or 5% of the net order value per address, whichever is larger, regardless of the method of shipment. All applicable freight charges and the drop ship fees are payable by the Purchaser.
7. **Delivery Dates:** Delivery dates expressed upon acceptance of purchase order are approximate and subject to change. Product availability is subject to prior sale. Availability and delivery quoted or implied by Seller is not guaranteed.
8. **Customer Changes:** All customer changes or delays are subject to equitable adjustments to price, schedule, and impacted terms or conditions, to be agreed by Weidmüller.
9. **Order Cancellation:** Cancellations are subject to Seller's acceptance and assessment of the following cancellation fees:
 - a. 20% cancellation fee for 'R20' coded returnable items, 50% cancellation fee for 'R50' coded returnable items.
 - b. NR coded and custom items are not cancellable.
 - c. Seller reserves the right to decline any cancellation request based on the actual circumstances or to assess additional charges for cancellation based on cost incurred, such as cost of PCB's, engineering, freight charges and production time.
10. **Expedites:** There may be additional charges assessed for expedite requests.
11. **Claims:** Shipments and products are deemed accepted by the purchaser unless the purchaser notifies Seller within 10 business days of delivery of any product shortages, damage, defect, or erroneous charges. Claims for damaged freight must be filed with Seller or with the carrier within 10 days of receipt.
12. **Returned Goods:** No returns will be accepted without prior authorization by Seller. The purchaser is responsible for looking up or inquiring about any fees, restocking charges, or restrictions associated with the merchandise return prior to placing an order with Seller.
 - a. A restocking charge of 20% for 'R20' coded products and 50% for 'R50' coded products on the net amount will apply to all returned material. 'NR' parts are not returnable.
 - b. All material returned to Seller must be marked with a Returned Material Authorization (RMA) number obtained from Seller. No returned material will be accepted without the RMA number clearly visible on each carton. Any items and/or quantities returned outside the RMA will be returned to the Purchaser at the Purchaser's expense. Goods being returned must be received at Seller within 30 days, the RMA number will be void after 30 days.
 - c. All returned material must have been purchased from Seller U.S.A. within the past 12 months, returned in original packaging and in standard discount quantities as specified in the CD price list, and in resalable condition, subject to inspection and acceptance by Seller. Custom-made, specially designed, obsolete products, and those designated as non-returnable (NR) in the CD price list are not returnable for credit.
 - d. All returned material is to be shipped freight prepaid. No "freight collect" shipments will be accepted.
 - e. The credit amount will be calculated on a last invoice basis. The original purchase order number must be provided by the purchaser with all returns. If no original purchase order number is provided, credit will be limited to 40% of the CD list price.
 - f. All products returned for repair under warranty will be repaired or replaced at no charge for parts and labor.
 - g. Claims for non-conforming products must be made by the purchaser within 30 days after receipt of product. An RMA is required, restocking fees will be waived for return of non-conforming material. No credit or free of charge replacement is implied or guaranteed until the non-conforming product is received and evaluated by Seller.
 - h. Credit for returnable electronic interface modules will be given only if the seal on the original packaging is intact.
 - i. Any returns not conforming to these guidelines are subject to Seller's acceptance and may be declined or subject to additional charges. Other restrictions may apply based on the specific circumstances and quantities.
 - j.
13. **Limited Warranty (Not applicable to third-party branded products):** Seller warrants to the purchaser that the products purchased will be of merchantable quality and free from defects in material and workmanship and will be the kind and quality designated or so specified in the contract. This warranty shall apply only to defects appearing within one year from the date of the Seller invoice. Seller will not be liable for any modification to its products by the purchaser. Satisfaction of this warranty will be limited to (a) the replacement of the product by Seller, or (b) repair or modification of the product by Seller, or (c) issuance of credit for the non-conforming products delivered if Seller's examination of the product discloses that the non-conformance was not due to misuse, improper installation, improper operation, improper maintenance, alteration, modification, accident, or unusual degradation of the equipment or parts due to physical environments in excess of the limits. There are no warranties that extend beyond this provision. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED, OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS.** The purchaser acknowledges that Seller is not relying on the seller's skill or judgment to select or furnish goods suitable for any particular purpose. This warranty extends only to the purchasers from Seller or its authorized distributor.
14. **Third-Party Branded Products.** SELLER MAKES NO REPRESENTATIONS AND DISCLAIMS ALL WARRANTIES OR INTELLECTUAL PROPERTY INDEMNIFICATION OF ANY KIND, EXPRESS OR IMPLIED, RELATIVE TO ANY THIRD-PARTY BRANDED PRODUCT WHICH MAY BE SOLD BY SELLER HEREUNDER. The only warranty and intellectual property indemnification associated with such products will be that provided directly by the original manufacturer.
15. **Taxes:** The purchaser shall pay all sales, use, excise, or similar taxes charged to Seller arising out of the sales.
16. **Export:** Items purchased for export outside of the United States or its possessions are covered by different conditions and are available upon request. In the event that U. S. or local law requires export authorization for the export or re-export of commodities, technology or software, no delivery can be made until such export authorization is obtained, both under U. S. and local laws (as applicable). These commodities, technology or software are subject to the United States Export Administration Regulations. Diversion contrary to U. S. law and other relevant export controls is prohibited. They may not be shipped to Cuba, Iran, Sudan, Syria or any other country where shipment is prohibited; or to end-use (r) involved in chemical, biological, nuclear, or missile weapons activity. The Seller will not comply with boycott related requests except to the extent permitted by U. S. law.

17. Governing Law: The sale and purchase of products from Seller including terms and conditions thereof shall be governed by the law of the Commonwealth of Virginia.
18. Limitation Of Liability: IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE PRODUCTS GIVING RISE TO THE CLAIM OR LIABILITY. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER'S VENDORS, APPOINTED DISTRIBUTORS AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.