



## TERMS AND CONDITIONS OF SALE (REV. JANUARY 2026)

Any quotation or proposal, contract, or acceptance of order issued by Post Glover Resistors Inc. (the “Company”) in relation to the sale or supply of Products (defined below) of any description shall, unless otherwise specifically agreed in writing by an authorized officer or agent of the Company, be subject exclusively to the Terms and Conditions as stated herein. **ANY ATTEMPTED PLACEMENT OF AN ORDER CONTAINING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS HEREIN IS NOT BINDING UNLESS SIGNED BY AN AUTHORIZED OFFICER OR AGENT OF THE COMPANY IN WRITING AND ALL SUCH INCONSISTENT OR ADDITIONAL TERMS ARE HEREBY REJECTED BY AND SHALL NOT BE BINDING ON THE COMPANY.**

1. **CONDITIONS:** As used in these Terms and Conditions, the terms “Product” and “Products” shall mean only those items described on the attached quotation, proposal, acceptance of order or other document issued by the Company (collectively the “Quote”). These Terms and Conditions, subject to and together with any specific terms set out or specified in the Quote, shall constitute the entire contract (the “Agreement”) between the Company and the party requesting a Quote for Product(s) (the “Purchaser”) and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Acceptance by Purchaser of any Quote shall be limited to the terms of the Company's Quote including these Terms and Conditions. If these Terms and Conditions are submitted in response to or in acceptance of an order from a Purchaser, the Company's acceptance is conditional on Purchaser's assent to the exclusive application of these Terms and Conditions. These Terms and Conditions shall override and supersede any previous or contemporaneous agreement or arrangement between the Company and the Purchaser in relation to the subject matter of the Quote, and in particular shall override and exclude any terms or conditions at any time supplied by Purchaser. The Company expressly limits and makes expressly conditional any acceptance by Purchaser, regardless of its form or substance, of any Quote to these Terms and Conditions. Reference to any form or communication of Purchaser, including but not limited to the Company noting Purchaser's Purchase Order number in the Quote or on the front side hereof, or the commencement of work by the Company in respect of or the fulfillment by the Company of any order submitted by Purchaser shall not be deemed to be an acceptance of any terms and conditions of Purchaser, and any different or additional terms or conditions in any proposal, acknowledgment form or any other document of Purchaser are hereby rejected by the Company and superseded in their entirety by the Company's Quote, including these Terms and Conditions. No variation of these Terms and Conditions shall be effective or binding upon the Company unless in writing and signed by an authorized officer or agent of the Company.
2. **QUOTATIONS AND ORDERS:**
  - a) Subject to Paragraph 1, if the Company has issued a written quotation or proposal, an Agreement only shall come into existence if the Company receives an order that complies with and accepts these Terms and Conditions within the period stated in the quotation or proposal.
  - b) In cases other than those in which the Company issues a quotation or proposal, an Agreement only will come into existence when the Company mails or otherwise transmits its written acceptance of order at which time the Purchaser shall be deemed to have assented to these Terms and Conditions as provided in Paragraph 1, above.
  - c) Any quotation or proposal made by the Company is subject to satisfactory trade and credit references and shall remain open for acceptance for thirty (30) days after the date thereof unless otherwise stated in that quotation or proposal, after which time it shall be null and void and incapable of acceptance by Purchaser. The Company may revoke any quotation or proposal at any time prior to acceptance by providing written notice to Purchaser. Any quotation is subject to revision for errors and omissions.
  - d) The placement of all orders must be accompanied by sufficient information to enable the Company upon acceptance to proceed forthwith to produce the Product(s).
  - e) The Company will not in any event be obliged to execute any order received other than in writing.

### **3. LIMITED WARRANTY, POST GLOVER RESISTORS' PRODUCTS:**

- a) The Company warrants title to the Product(s) and, except as noted below with respect to items not bearing the Post Glover Resistors brand, also warrants the Product(s) on date of shipment to Purchaser, to be of the kind and quality described, merchantable, and free of material defects in workmanship and material.
- b) THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE PRODUCT(S) AND NO OTHER WARRANTY IS GIVEN THAT EXTENDS BEYOND THE DESCRIPTION ON THE FACE OF THE COMPANY'S QUOTATION OR ACCEPTANCE FORM.
- c) This warranty shall remain in effect for a period of one (1) year from date of initial operation of the Product(s) or eighteen (18) months from date of shipment, whichever is earlier. Purchaser must provide written notice to the Company of the date of initial operation within thirty (30) days of such date, and failure to provide such notice shall result in the warranty period being calculated solely from the date of shipment.
- d) At its option, the Company will either repair or replace at no charge any Product(s) that proves to be defective under Paragraph 3(a) within the warranty period set forth in Paragraph 3(c). This limited warranty shall apply only if (i) the Product(s) is used and maintained by Purchaser as directed by all applicable documentation; (ii) Purchaser has paid Company all sums due under the Agreement; (iii) Purchaser promptly notifies the Company in writing of the claim and is able to reproduce it; (iv) the Product(s) has not in any way been modified; (v) the claim is unrelated to normal wear and tear or to any Product(s) normally consumed in operation or that has a normal life inherently shorter than the applicable warranty period; (vi) the claim is unrelated to the failure by Purchaser to follow the most current instructions issued by the Company or the applicable manufacturer; (vii) the claim is unrelated to the negligence, accident or act of Purchaser or any third party; (viii) Purchaser provides the Company reasonable access to the Product(s); (ix) there has been no operation of the Product(s) under conditions more severe than those for which the Product(s) was designed; (x) the claim is unrelated to force majeure; (xi) the claim is unrelated to any causes other than materially defective materials or workmanship; or (xii) the claim is unrelated to operator error or to any software, firmware, peripheral or communication device. In the event that any warranty claim reported by Purchaser falls within any of the foregoing exceptions, Purchaser shall pay the Company for its services, repair and parts at rates and charges then in effect and reimburse the Company for any and all costs, including labor costs. To receive warranty service, defective Product(s) must be delivered to the Company before the end of the warranty period, insurance and shipping charges prepaid by Purchaser. The Company must receive written notice of the defect and Purchaser's intent to make a warranty claim at least fifteen (15) days before the end of the warranty period. Product(s) must be packaged securely using the original packing materials and insured for full value. The Company assumes no liability for any loss or damage during shipment. Product(s) documentation, manuals, accessories, etc. must be received from Purchaser before in-warranty service can be performed. Purchaser's sole and exclusive remedy hereunder shall be either the repair or replacement of the defective Product(s), at the Company's option. The repair or replacement of Product(s) shall not extend the warranty. All returned Product(s) must be accompanied by a certificate stating that they are clean and free from contamination.
- e) If the Company chooses to repair any Product(s), at its option, the Company may choose to allow Purchaser to repair or aid in the repair of the Product(s) at the Purchaser's site. Any approval for repair by Purchaser, Purchaser's employees, or Purchaser's contractors must be given in writing by an authorized officer or agent of the Company. The Company is in no way responsible, whether approval is received in writing or not, for work performed by Purchaser, Purchaser's employees, or Purchaser's contractors and this work may void warranty if performed in a manner inconsistent with specific instructions given by the Company. At

no time shall the Company be responsible for costs associated with work performed by Purchaser, Purchaser's employees, or Purchaser's contractors or other suppliers unless the scope and cost are agreed to in writing by an authorized officer or agent of the Company prior to work commencing.

- f) The foregoing shall be Purchaser's sole and exclusive remedy. Except as warranted in Paragraph 3(a), **THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT(S), AND THE PRODUCTS ARE SOLD TO PURCHASER UNDER THE AGREEMENT "AS IS" AND "WITH ALL FAULTS," AND NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO MERCHANTABILITY, HIDDEN DEFECTS, FITNESS FOR PARTICULAR PURPOSE, COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, NONINFRINGEMENT OR OTHERWISE IS GIVEN BY THE COMPANY TO PURCHASER OR ANY OTHER PARTY. THE COMPANY SHALL NOT UNDER ANY CIRCUMSTANCE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, DIRECT, INDIRECT, SPECIAL, ORDINARY, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFIT OR USE OR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE), ARISING OUT, RELATING TO OR IN CONNECTION WITH THE PRODUCT(S) OR THE AGREEMENT. UNDER NO CIRCUMSTANCES SHALL THE COMPANY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY CLAIMS HEREUNDER), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY PURCHASER TO THE COMPANY FOR THE SPECIFIC PRODUCT(S) GIVING RISE TO THE CLAIM (DETERMINED AS OF THE DATE THE CLAIM ACCRUES).** Likewise, the Company shall not, under any circumstances, be liable in whole or in part for the fault, negligence, or wrongful acts of Purchaser or Purchaser's employees, or Purchaser's contractors or other suppliers.

#### **4. DISCLAIMER OF WARRANTY, OTHER PRODUCTS:**

- a) **ANY PRODUCT(S) SUBJECT TO THE AGREEMENT THAT ARE NOT POST GLOVER RESISTORS BRANDED PRODUCT(S) ARE NOT WARRANTED BY THE COMPANY** and shall be covered only by the express warranty, if any, of the manufacturer of those Product(s). As between Purchaser and the Company, such Products are sold **"AS IS"**, and **"WITH ALL FAULTS"** and **THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THOSE PRODUCT(S), INCLUDING BUT NOT LIMITED TO THOSE LISTED IN PARAGRAPH 3(f), ARE GIVEN, AND NO OTHER WARRANTY IS GIVEN EXTENDING BEYOND THE DESCRIPTION ON THE FACE OF THE COMPANY'S QUOTATION OR ACCEPTANCE FORM.**
- b) The Company will in respect of such Product(s) use reasonable efforts to pass on to the Purchaser the benefit of any warranty provided by the manufacturer or supplier of such Product(s) but not so as to impose on the Company any liability or cost in respect thereof.

#### **5. SPECIFICATIONS, DESCRIPTIONS AND PERFORMANCE:**

- a) All specifications, drawings and particulars of weights and dimensions submitted with the Company's quotation or proposals are approximate where tolerances are not shown.
- b) Any data, printed matter, designs, drawings, specifications, advertisements, or catalogues supplied to the Purchaser before or after the date of order are subject to alteration without notice and represent only a general guide to the Product(s) and services described therein. All such documents or data are not representations or warranties of fact nor shall they form the basis of any contract.

#### **6. PRICE VARIATIONS:**

- a) The Company shall have the right to increase contract prices to reflect any increase in costs arising after the date of any quotation or proposal as a result of: (i) any alteration in or addition to the Purchaser's requirements; (ii) the Purchaser's instructions or lack of instructions; (iii) any interruptions, delays, overtime work, mistakes, alterations arising from the work of other contractors found to be outside agreed tolerances, delays caused by other contractors, and any other cause for which the Company is not directly responsible; (iv) any increase in any tariff, tax, duty or levy imposed on goods or services that affect contract prices in any manner.
- b) All quotations or proposals are subject to availability of Product(s) and materials.
- c) Orders not shipped within three months of acknowledgement will be subject to price escalation.

7. **SHIPMENT AND DELIVERY:** Delivery of the Product(s) to a common carrier at any Company location shall constitute delivery to Purchaser and, regardless of freight payment, title and all risk of loss shall pass to Purchaser at that time ("**Delivery**"). Great care is taken by the Company in packing the Product(s). The Company shall not be held responsible for damaged Product(s), which were delivered by the Company, in good condition to the carrier. The Company shall assist Purchaser in making any damage claim and shall expedite replacement materials to satisfy that claim. Claims for shortages or other errors must be made in writing within ten (10) days from the date of shipment, and any claims not made within this period shall be deemed waived and forever barred. The Company will communicate the anticipated ship date when acknowledging the status of an order. This is an estimated date only, and shall not constitute a term of the Agreement, and the Company shall have no liability whatsoever for failure to meet such estimated dates. The Company reserves the right to invoice and Purchaser shall pay for the value of the Product(s) and/or storage fees in the event shipment is delayed at Purchaser's request beyond the date of Delivery.

8. **SPECIAL SHIPPING DEVICES:** The Company has the right to add to the invoice, as a separate item, the cost of any special shipping device (tarpaulin, cradle, crib and the like) used to contain or protect the Product(s) invoiced, while in transit.

#### **9. DELAYS:**

- a) Unless otherwise stated in the Quote, times quoted for shipment or delivery are to begin from the date of the Company's Quote, or (if later) from the date that the Company receives all Purchaser's information necessary to enable the Company to proceed with production of the Product(s).
- b) Any date given by the Company for delivery of Product(s) or completion of services is given as an estimate only and shall not constitute a term of the Agreement between the Company and the Purchaser and any delay in delivery or completion shall not constitute a breach of contract, and Purchaser expressly waives any right to cancel orders or reject Product(s) based on delivery timing. While the Company will use reasonable efforts to meet such estimates, it reserves the right to amend given dates without prior notification.
- c) Without prejudice to the foregoing, delivery or completion may in any event be delayed, suspended, canceled or terminated without liability on the part of the Company if it suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, act of terrorism, act or failure to act of government, act or omission of Purchaser, fire, flood, strike or labor trouble, sabotage, or inability to obtain from suitable sources or services, materials, components, equipment or transportation. Company will give notice to Purchaser in writing within a reasonable time after the Company becomes aware of any such delay.

d) Consistent with Paragraph 3(f) above, the Company shall under no circumstances be liable for any direct or indirect or special, incidental or consequential losses, costs or penalties incurred or suffered by the Purchaser as a result of the Company's inability or failure for any reason to meet specified delivery or installation dates.

10. **PURCHASER DATA:** Timely performance by the Company is contingent upon Purchaser supplying to the Company, when needed, in the reasonable judgment of the Company, all required technical information, including drawing approval and all required commercial documentation.

11. **STORAGE:**

a) Any Product(s) or other goods, materials, equipment, or property for which manufacture, completion, or shipment is delayed at the request of or due to the action or inaction of Purchaser, or which Purchaser fails to retrieve upon completion of the applicable services or termination of this Agreement for any reason (collectively, the "Property"), may be placed into storage by the Company for Purchaser's account and risk, either at the Company's facility or elsewhere.

b) Company may provide written notice to Purchaser that the Property is available for pickup. If the Property is not retrieved within five (5) days after such notice, Company may begin charging reasonable storage fees for each day (or portion thereof) that the Property remains in Company's possession, together with any insurance, handling, transport, demurrage, or administrative costs.

c) Company shall have no obligation to release, ship, or otherwise deliver any Property unless and until all accrued storage fees and related costs have been paid in full, and all such amounts shall constitute amounts owing under the Agreement secured by Company's lien and purchase money security interest pursuant to Section 13.

d) Purchaser acknowledges and agrees that Company is not a storage facility and has no obligation to store Property beyond the foregoing periods. If the Property remains unclaimed for thirty (30) days after notice, Company may, upon further written notice, deem the Property abandoned and dispose of, sell, or otherwise remove the Property without judicial process in a commercially reasonable manner, with any proceeds applied first to amounts owed to Company, without liability to Purchaser.

e) For all purposes of this Agreement, Delivery of Product(s) placed into storage pursuant to this Section shall be deemed to have occurred when the Product(s) are placed into storage.

12. **PRODUCT(S) IN TRANSIT:** The Company shall not be liable for any loss or damage to Product(s) in transit or for any shortage on delivery. The Company will use all reasonable efforts to pass to Purchaser the benefit of any claim the Company may have against any carrier provided the Purchaser (i) gives to the Company and to the carrier written notice of damage or shortage within three days of the date of arrival of the Product(s); (ii) complies with all conditions imposed by the carrier; and (iii) takes such other steps (including if applicable giving shortage notice to the carrier) as are necessary to preserve a claim against the carrier.

13. **TERMS OF PAYMENT:** Terms of payment are net cash 30 days from date of invoice, except that payment for Product(s) dispatched for overseas destinations shall be made on presentation of shipping documents against an irrevocable Letter of Credit. All delinquent sums due hereunder shall accrue interest at 1½% per month, or the maximum permitted by law, whichever is less. Purchaser hereby grants to the Company a lien and purchase money security interest ("PMSI") in and to all of the right, title, and interest of Purchaser in, to, and under the Product(s), wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing to secure payment of all amounts owing to the Company under the Agreement. Purchaser hereby authorizes the Company to take all necessary and appropriate action to perfect its lien and security interest, including by filing financing statements in all relevant jurisdictions with a copy of the Agreement or other description of the Product(s) attached, and sending notice of the Company's PMSI to all parties holding liens on Purchaser's assets. On request, Purchaser shall take all actions and execute any and all documents and agreements in this regard and assist the Company in any filing thereof. Any payment made with a credit card will be subject to a 3½ percent fee.

14. **DEFAULT BY PURCHASER:**

a) If the Purchaser fails to timely pay any amounts owing to the Company under the Agreement or fails to fulfill any of its obligations under the Agreement; or if the Purchaser makes or offers to make any arrangement or composition with its creditors or commits any act of bankruptcy; or if any petition or order for relief in bankruptcy is filed by or against the Purchaser; or if the Purchaser is a corporation, partnership, or other similar entity and any resolution or petition to wind up such entity's business (other than for purposes of merger or reorganization) is passed or filed; or if a receiver or custodian is appointed with respect to the Purchaser's property or assets or any part thereof; or if it comes to the attention of the Company that the Purchaser is, or is likely to be, unable to meet its obligations under the Agreement as they come due, then the Purchaser shall be in breach of this Agreement. In such event, the Company shall have the right to immediately terminate or cancel the Agreement or any contract with the Purchaser upon written notice of such termination or cancellation being mailed to the Purchaser's last known address. Upon the sending of such notice, this Agreement shall be deemed terminated or canceled without prejudice to any other rights or remedies available to the Company.

b) Upon termination or cancellation of the Agreement, the Company shall (without prejudice to any other rights or remedies available to it under applicable law) be entitled, at its election, to repossess at the Purchaser's expense any Product(s) that have been delivered to but not paid for by the Purchaser.

c) Notwithstanding the provisions of Paragraph 14(b) and Paragraph 13 above, the Company may upon termination or cancellation of the Agreement pursuant to Paragraph 14(a) above elect to treat any Product(s) in its possession that have been partly or wholly completed as having been delivered to Purchaser such that Delivery shall be deemed to have occurred with respect to such Product(s), and in such case the Company shall be entitled (without prejudice to any other rights or remedies available to it by applicable law) to recover from the Purchaser the whole or any unpaid part of the contract price and any other charges, and perfect and enforce its PMSI in such Product(s) consistent with Paragraph 13.

15. **SEPARATE ITEMS:** The Company may if it so elects treat each item separately priced on a quotation or proposal as the subject of a separate contract and in such case these Terms and Conditions shall apply independently to each item.

16. **COMPLIANCE WITH OFFICIAL REQUIREMENTS:** Purchaser assumes all right and liability for results obtained by the use or implementation of the Product(s), whether such results are obtained singly or in combination with other Product(s) or processes. The Company shall have no liability to Purchaser or to any third party for any ordinary, special, indirect, consequential, exemplary, punitive or other damages or losses that might arise directly

# Post Glover

*"The Resistor Specialists"*

or indirectly by reason of Purchaser's ownership, possession or use of the Product(s). Purchaser shall be solely responsible for use of the Product(s), including but not limited to operating procedures, audit controls, accuracy and security of input and output data, restart and recovery routines and other procedures necessary for Purchaser's use of the Product(s). Purchaser shall employ and maintain any and all safety guards, devices, warning signs, and features, and provide all warnings and instructions, that are required by law and that are appropriate for the safe use of the Product(s). Purchaser in its use of the Product(s) shall be solely responsible for compliance with all present and future statutes, laws, ordinances, regulations and/or guidelines of any applicable jurisdiction or agency, including without limitation, the Occupational Safety and Health Act of 1970, as amended. Purchaser shall ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Product(s) and that the Product(s) are used in accordance with any and all applicable manuals, documentation, and instructions. Purchaser shall indemnify and hold the Company harmless from and against all claims, suits, actions, damages, losses, judgments, fees, expenses and costs incurred by the Company, including attorneys' fees and expenses, arising out of, relating to or resulting from Purchaser's or its employee's, agent's or contractor's failure to comply with this Paragraph 16. Except as provided in Paragraph 17 with regard to patents, the Purchaser shall be exclusively responsible for ascertaining that any Product(s) ordered from the Company and designs supplied or specified by the Purchaser do not infringe any letters patent, copyrights, trademarks, registered designs, any other rights vested in a third party or any statute, order, regulation, bylaw or other requirement. The Purchaser shall indemnify and hold the Company harmless against all claims, suits, actions, damages, judgments, penalties, costs and expenses, as incurred, including attorneys' fees and expenses, for which the Company may become liable for any such infringement.

17. **PATENTS:** Purchaser shall notify the Company of any claim that the design or construction of the Product(s) as furnished infringes a United States patent. The Company shall pay costs and damages finally awarded in any suit against Purchaser or its vendees to the extent based upon a finding that the design or construction of the Product(s) as furnished infringes a United States patent, (except infringement occurring as a result of incorporating a design or modification at Purchaser's request), provided that Purchaser promptly notifies the Company of any claim of such infringement, and provided that the Company is given the sole right at its discretion and expense to settle such claim and to defend or control the defenses of any suit based upon such claim. **THIS PARAGRAPH SETS FORTH THE COMPANY'S EXCLUSIVE LIABILITY WITH RESPECT TO PATENTS.**
18. **PRODUCT(S) RETURNS:** The Company will accept non-warranty Product(s) returns at the sole discretion of the Company, if the Purchaser requests a Return Material(s) Authorization (RMA) number and agrees in writing to a restocking charge of 50% of the purchase price for stock Good(s) as defined by the Company. All restocking charges are subject to revision upon inspection at the facility of the actual returned Product(s). In all cases the shipping costs are the responsibility of the Purchaser. No return will be accepted by the Company without an RGA number.
19. **CANCELLATION OF ORDER:** There will be a 25% cancellation charge regardless of when an order is cancelled. If any work has begun on the Product(s), the minimum cancellation charge will be 50%. Final cancellation charges for work that is in process will be determined by the Company.
20. **GOVERNING LAW; VENUE; ARBITRATION; CONFIDENTIALITY.** This Agreement, including these Terms and Conditions, shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky, U.S.A., without giving effect to any conflict-of-laws principles that would result in the application of the laws of another jurisdiction. Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof (including the determination of the scope or applicability of this agreement to arbitrate), shall be resolved by confidential, binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall take place in Erlanger, Kentucky, before a single arbitrator. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this arbitration provision. The parties expressly agree that the existence of any dispute, the arbitration proceedings, all pleadings, evidence, testimony, orders, rulings, and awards, and any settlement discussions or resolutions shall be treated as strictly confidential and shall not be disclosed to any third party except (i) as required by applicable law, (ii) to enforce or challenge an arbitration award, or (iii) to accountants, attorneys, insurers, or other professional advisors who are bound by confidentiality obligations. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees, unless the arbitrator determines otherwise. The parties knowingly and voluntarily waive any right to a jury trial and agree that arbitration shall be the exclusive forum for resolving disputes arising under or relating to this Agreement. The rights and obligations of the parties shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Convention on the Limitation Period in the International Sale of Goods.
21. **TAXES AND COSTS:** All amounts payable under the Agreement are exclusive of all federal, state, local, municipal or other excise, sales, use, duty, import license, tariff, value-added, stamp, property or similar taxes now in force or enacted in the future, and all such taxes shall be paid by Purchaser, unless Purchaser provides a certificate of exemption or similar document exempting a payment from an applicable tax. If any government body or similar authority determines that the Company is liable for any such taxes, then Purchaser promptly shall reimburse the Company for any such liabilities paid by the Company.
22. **MISCELLANEOUS**
  - a) Purchaser shall not directly or indirectly solicit for employment any employee or agent of the Company who has been actively involved in the performance of this Agreement during the term of this Agreement and for a period of twelve (12) months following termination of this Agreement.
  - b) None of the provisions of this Agreement shall be deemed to have been waived by any act of or acquiescence on the part of the Company, its agents, subcontractors, or employees, but only by an instrument in writing signed by an authorized representative of the Company. No waiver by the Company of any provisions of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.
  - c) It is expressly declared that this Agreement and the relationship between the parties hereby established do not constitute a partnership, joint venture or agency arrangement between them.
  - d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Purchaser may not assign its rights or obligations under this Agreement in any way without the prior written consent of the Company. The Company may use subcontractors as it deems necessary.
  - e) This Agreement may be amended only in writing signed by each of the parties hereto. Terms in the Quote or on the front side hereof or under separate cover attached supersede any conflicting provision of these Terms and Conditions.
  - f) Any sketch, model, sample, design technique, method, trade secret, process and the like used by the Company shall remain the property of the Company and shall be treated as "Confidential Information." No use or disclosure of such Confidential Information shall be made without the express prior written consent of the Company. If the Purchaser attempts to use, copy, disclose, or transfer any portion of the Confidential Information in a manner

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contrary to the terms of this Agreement or in derogation of the Company's rights, whether those rights are explicitly stated, determined by law, or otherwise, the Company shall have the right, in addition to any other legal remedies available, without the posting of a bond, to injunctive relief enjoining such acts, it being acknowledged by Purchaser that all other remedies are inadequate and cumulative.

g) All notices required to be given hereunder shall be in writing. Notices shall be considered delivered and effective upon receipt when sent by telecopy with proof of reception, by email with a delivery or read receipt requested or by registered or certified mail postage pre-paid, return receipt requested, addressed to the parties as set forth hereon. Either party, upon written notice to the other, may change the address to which future notices shall be sent.

h) Purchaser shall not, directly or indirectly, export or transmit any Product(s) covered by this Agreement to any country to which such export or transmission is restricted by applicable regulations or statutes of the United States or any agency thereof, without the prior written consent of the U.S. Department of Commerce, Washington, D.C. 20250 and of any other required governmental agency. Purchaser covenants that the Product(s) are not intended for any nuclear use or chemical or biological weapons production facility.

i) Should any act or omission of Purchaser cause delays and/or an increase or decrease in the cost of the Company's performance of this Agreement, an equitable adjustment to the timetable and/or amounts due under this Agreement shall be made. Upon its awareness of such act or omission affecting the schedule and/or costs, the Company shall file a written claim with the Purchaser.

j) If any provision or portion of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof. The remaining provisions shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of the Agreement.

k) **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. HOWEVER, IF ANY SUCH LIMITATION, DISCLAIMER, OR EXCLUSION IS HELD TO BE UNENFORCEABLE OR TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, THE COMPANY'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED, NOT TO EXCEED THE AMOUNTS PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.**

l) The English version of these Terms and Conditions is the sole official version to be interpreted by the parties hereto.

m) The term of this Agreement shall commence with the date set forth in the Quote and continue until Delivery of the Product(s) unless this Agreement is terminated as provided in other provisions of this Agreement.

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