



CONDUMEX

Please complete, sign and return this form along with your credit references.

CREDIT APPLICATION

(1-2007 Rev.)

Fax Back to: (972)352-2400

Date: _____

Firm Name: _____

Street Address: _____

City: _____ State: _____ Zip Code _____

Phone Number: _____ Fax: _____

Established in: _____ D&B#: _____

Please check one:

Corporation

Partnership

Individual

Limited Partnership

Other

Corporate officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Attach a copy of your **RESALE TAX EXEMPTION CERTIFICATE**

Type of business: _____

Estimated Annual Sales: _____

Desired Credit Line: _____

Contacts:

Ordering _____ Phone _____

Shipping _____ Phone _____

Acc. Payables _____ Phone _____

On behalf of the applicant, I represent and agree that: (a) the information contained herein is true, correct, and complete and is provided to induce Condumex, Inc. ("CXI") to extend credit to the applicant; (b) CXI may make such credit investigations as CXI deems appropriate, including contacting the attached trade references and banks and obtaining credit reports; (c) all trade references, banks and credit reporting agencies shall be authorized to disclose to CXI any and all information concerning the financial condition and credit history of the applicant; (d) I have received and read the standard CXI "Terms and Conditions" attached hereto; (e) such "Terms and Conditions" and this paragraph shall govern all sales by CXI to the applicant and shall supercede any contrary terms and conditions contained in any purchase order delivered by the applicant to CXI unless CXI shall agree in writing to any such contrary terms and conditions in an instrument referring to and purporting to supersede this paragraph of this credit application; (f) past due amounts owed by the applicant to CXI shall bear interest at the lesser of the rate 18% per annum or the highest rate allowed by law; and (g) if CXI undertakes efforts to collect any such past due amounts, the applicant shall reimburse CXI for all costs incurred in connection therewith, whether or not suit is brought.

Name _____ Signature _____



**CONDUMEX
WIRE AND CABLE**

GRUPO CONDUMEX



CONDUMEX

Trade and Bank References

Fax Back to: (972)352-2400

Date: _____

1.) Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Accounts Receivable Phone Number: _____

Accounts Receivable Fax Number: _____

Contact: _____

2.) Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Accounts Receivable Phone Number: _____

Accounts Receivable Fax Number: _____

Contact: _____

3.) Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Accounts Receivable Phone Number: _____

Accounts Receivable Fax Number: _____

Contact: _____

1.) Bank Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax Number: _____

Account Number: _____ Date Opened: _____

Bank Officer: _____



**CONDUMEX
WIRE AND CABLE**

GRUPO CONDUMEX

CONDUMEX, INCORPORATED – TERMS AND CONDITIONS OF SALE

In consideration of such sales of products, materials or services, and any deliverables provided therewith (collectively, the "goods") by Condumex, Incorporated (hereafter the "Seller") to a buyer (the "Buyer"), the following contains the complete and exclusive statement of the terms and condition of sale. Any additional or different terms will not be part of an order unless approved by Seller in writing.

1. Acceptance, Waiver, Modification, Interpretation and Construction.

Orders which are accepted, and contracts that are formed, are accepted or formed at Seller's offices on Seller's terms and conditions of sale, which Buyer is deemed to consent to as a condition thereto and which shall control over any contrary or additional terms and conditions on any order or other document of Buyer, which additional terms and conditions are hereby objected to and to which Seller shall not be bound. Waiver of any term or condition of sale shall not constitute waiver of any other term or condition or legal remedy of Seller. Any act by Buyer of confirmation of any transaction contemplated hereby, including any order issued in response to a quotation of Seller, shall constitute Buyer's acceptance of Seller's terms and conditions. No modification of any order or contract shall be binding unless in writing signed by both parties.

Orders and contracts shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas without reference to its choice of law rules. Captions used herein are for convenience or reference only and shall not be deemed or construed as in any way limiting or extending the meaning of any terms and conditions. Whenever a term defined by the Uniform Commercial Code is used herein, the definition contained in the Code shall control.

Orders which require Buyer's approval of engineering data, drawings, etc., after the order has been accepted by Seller, will be valid for 30 days from the date of transmittal of approval documents to Buyer. Approvals received after 30 days will require re-confirmation of order acceptance and will be subject to possible price adjustment and change in delivery schedules.

SELLER'S QUOTATION AND SELLER'S TERMS AND CONDITIONS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ALL PREVIOUS COMMUNICATIONS, REPRESENTATIONS OR AGREEMENTS, EITHER ORAL OR WRITTEN BETWEEN THE PARTIES. NO COURSE OF PRIOR DEALING BETWEEN THE PARTIES AND NO USAGE OF TRADE SHALL SUPPLEMENT ANY TERM CONTAINED HEREIN. ACCEPTANCE OR ACQUIESCENCE IN A COURSE OF PERFORMANCE RENDERED SHALL NOT BE RELEVANT TO DETERMINE THE MEANING OF ANY AGREEMENT WITH SELLER EVEN THOUGH THE ACCEPTING OR ACQUIESCING PARTY HAS KNOWLEDGE OF THE NATURE OF THE PERFORMANCE AND OPPORTUNITY FOR OBJECTION.

2. Price, Payment and Taxes.

Payment terms are net 30 days, overdue amounts shall accrue charges at a rate of 1.5% per month or the maximum legal rate, whichever is less. Credit and delivery are subject to Seller's approval and Seller reserves the right to alter the terms and fix a limit of credit. Each order or contract shall be treated as a distinct contract but if Buyer shall fail to fulfill the terms of payment, Seller may without prejudice to any other lawful remedy pursue one or more of the following remedies: (1) defer further shipments; (2) cancel any order or contract; (3) require Buyer to make cash payments or provide security satisfactory to Seller before making shipment; (4) accelerate the due date of payment by the Buyer under any other contract or order; (5) stop goods in

transit to Buyer; (6) require payment at the time of delivery at Seller's factory or at such other time as Seller may specify; or (7) withdraw all unaccepted quotations. Buyer shall be liable to Seller for all costs and fees, including attorney's fees, which Seller may reasonably issue in connection with any overdue account.

Seller's prices are subject to raw materials escalation (including materials other than metals) per Seller's current escalation policy. In the absence of a written acceptance period, all quotations are for immediate acceptance. Seller's prices are exclusive of Federal, State or Municipal sales, use or similar taxes. Such taxes shall be added to the invoice as a separate item, or separately invoiced, and paid by Buyer.

Stenographic and clerical errors are subject to correction.

3. Limitation and Exclusion of Warranties.

a. Limited Warranty.

Seller warrants that all goods furnished to Buyer shall be free of defects in material and workmanship and will conform substantially to Seller's specifications stipulated in the quotation for a period of one year after the date of delivery. No representative of Seller is authorized to make any warranties, promises or representations as to any goods, and none shall be binding upon the Seller. This limited warranty shall not apply where any defect in the goods is caused by unreasonable use, failure to provide reasonable and necessary maintenance or damage to the goods while in the possession of the Buyer. Buyer's exclusive remedies under this limited warranty are a refund of purchase price, repair or replacement, at Seller's sole option, of goods sold which are returned to Seller and which are shown to Seller's reasonable satisfaction to have been defective; provided that the defect is discovered and written notice of the defect shall have been given by Buyer to Seller within one year after the date of delivery of such goods by Seller. These exclusive remedies shall not be deemed to have failed of their essential purposes so long as Seller is willing and able to repair or replace the defective goods or refund their purchase price. Buyer shall be required to deliver the goods that are the subject of any warranty claim to Seller's location. Transportation charges to and from Seller's location for the return of defective goods to Seller and their re-shipment to Buyer and the risk of loss thereof will be borne by Buyer. **THE WARRANTY DESCRIBED IN THIS PARAGRAPH IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

b. Title.

Seller warrants to Buyer that it will convey good title to the property sold. Seller's liability and Buyer's remedy under this warranty are strictly limited to the removal of any title defect or, at the sole option of the Seller, to the replacement of the goods or parts thereof which are defective in title; provided however, that the rights and remedies of the parties with respect to patent infringement shall be limited to the provisions of subparagraph d. below.

c. Disclaimer of Warranties and Limitation of Remedies.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (a) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF THE CONDUCT OF THE PARTIES, AND (b) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR SELLERS NEGLIGENCE, ACTUAL OR IMPUTED. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED, UNDER ANY ORDERS OR CONTRACTS HEREUNDER.

No agreement varying or extending the foregoing warranties, remedies or these limitations will be binding upon Seller unless in writing, signed by a duly authorized executive officer of Seller.

d. Patent Infringement.

Buyer shall indemnify Seller for any patent infringement by Buyer arising out of the use of Goods which are the subject of this instrument.

4. Excusable Delays.

Seller shall not be liable for delay or non-delivery when the delay or non-delivery is caused, directly or indirectly, in whole or in part, by any one of more of the following: acts of God, wars, sabotage, explosions, riots, earthquakes, storms, epidemics, hostilities, strikes, slowdowns, lockouts, fire, floods, lightning, tornado or wind, shortages of labor, fuel, power, materials or supplies, inability to secure materials, insufficient transportation facilities or delays in transportation of product or material or supplies, or accidents to plant or machinery, Government controls limiting production or prices, allocation, Government priorities, Government take-over of product or facilities, and other Government regulation, interference or embargoes.

5. Return of Packaging.

Returnable spools, reels or non-standard packaging required in connection with shipments of goods shall remain the property of Seller and Buyer shall return them if specified in the quotation. A deposit may be charged separately and shall be due 30 days from the invoice date. When the foregoing are returned freight collect to the point of origin in good condition, reasonable wear and tear excepted, within a period of 24 months from date of shipment, credit will be allowed for the amount originally paid. This credit is subject to reduction for repairs if, in Seller's sole opinion, repairs are necessary. Credit for spools, reels or non-standard packaging which are returned after 24 months from the date of shipment will be at Seller's sole option.

6. Title, Delivery, Risk of Loss and Shipping.

Unless otherwise stated, all shipments are F.O.B. SHIPPING POINT. Title to and risk of loss of all goods sold hereunder shall pass to Buyer upon their delivery, f.o.b. Seller's factory to any agent of Buyer, including a common carrier or warehouse, as hereinafter provided. Wherever transportation rates and carrier's liability for damage depend upon the value of the shipment as

declared by shipper, Seller will declare such value as will entitle Buyer to have goods shipped at the lowest permissible transportation rates unless otherwise instructed in writing by Buyer. Buyer will furnish written destination instructions for all goods as promptly as possible. Seller shall for the account and at the expense and risk of Buyer arrange for shipment of the goods by a carrier of its own selection to Buyer's destination. In the absence of destination instructions, Seller may at Buyer's expense and with notice to Buyer, warehouse the goods. Seller shall not be liable for loss or damage attributed to negligence either in selection of the carrier or the warehouse or in agreeing with either of them to contract terms on Buyer's behalf. Seller reserves the right to invoice Buyer after having warehoused or held finished goods at Seller's facility for 30 days. In addition, after 30 days, storage charges will be charged to Buyer at a minimum rate of one-half of one percent of the invoiced amount per month.

7. Cancellations and Returns.

Orders may not be canceled and goods may not be returned for any reason without prior written authorization and shipping instructions from Seller. Orders canceled after acceptance by Seller will be subject to a cancellation charge equal to thirty percent of the uncalculated order price if the cancellation notice is received within 90 days prior to the start of manufacture. In addition, any raw materials acquired for Buyer's order will be for Buyer's account. If such cancellation notice is received after manufacture of Buyer's order has commenced but prior to shipment, a cancellation charge equal to thirty percent of the unescalated order price, plus the value of work-in-process, less scrap salvage value will apply. All returned goods are subject to a restocking charge of twenty percent of the appropriate invoice plus applicable freight charges both ways.

8. Inspection.

Upon receipt of the goods Buyer shall inspect the goods and within 30 days after receipt give written notice to Seller of any grounds for rejection and afford Seller a reasonable opportunity to inspect the goods and make any appropriate adjustment or replacement. The remedies afforded Buyer under the paragraph hereof entitled "LIMITATION AND EXCLUSION OF WARRANTIES" shall be the exclusive remedies for defective goods whether or not discovered upon inspection by Buyer. Buyer shall not delay payment for the goods pending their inspection.

9. Appendices.

Any appendices or other terms and conditions of Seller as may be attached hereto and/or be identified herewith are hereby incorporated and made a part of these terms and conditions. All orders or contracts shall be subject to such additional terms and conditions which shall control over any inconsistency with the terms and conditions stated herein.

10. Changes - Process, Material and Product Design.

Seller continually develops and uses new processes, materials and produce designs in an effort to improve its goods, while maintaining conformity to specifications. If Buyer's applications of Seller's good rely upon any performance, dimensional or content criteria other than as required by the applicable specifications, Buyer must conduct regular testing or evaluation of those specific goods. Seller makes no warranty or representation of any nature that any good shipped conforms to any good or like description as may have previously been delivered to buyer, except as to the applicable specifications.

CONDUMEX, INCORPORATED – TERMS AND CONDITIONS OF SALE

APPENDIX

ADDITIONAL TERMS AND CONDITIONS RELATED TO SALE OF WIRE AND CABLE PRODUCTS

1. Seller's quoted prices are subject to the terms and conditions as stated in the quotation. Unless otherwise stated in writing, Seller's prices are subject to raw materials escalation (including materials other than metals) per Seller's current escalation policy.
2. All quotations are valid only for the term of the acceptance period stated therein. Unless otherwise stated, such acceptance period will commence with the date of Seller's quotation. In the absence of a written acceptance period, all quotations are for immediate acceptance.
3. No contract for the sale of cable produced by Seller is made until Buyer's order has been reviewed and accepted in writing by Seller. Any purchase order submitted by Buyer shall be accepted only on the terms and conditions contained herein. Seller objects to, and is not bound by, any terms or conditions on Buyer's orders which attempt to impose upon Seller any terms or conditions at variance with Seller's terms and conditions herein set forth. Shipment by Seller and acceptance by Buyer of any part of the cable which is the subject of this quotation shall constitute assent to the terms and conditions contained herein. As noted in these Terms and Conditions, the term "cable" includes all other goods sold to Buyer by Seller.
4. Seller's quotation, including prices, is valid only for the quantities of cable specified in the quotation. Seller reserves the right to approve the acceptance of Buyer's orders for quantities of cable different than those as quoted.
5. Seller's quoted delivery dates are subject to revision based on Seller's manufacturing lead times in effect after Buyer's order has been accepted and after Buyer has furnished all manufacturing and engineering instructions, including required approvals. Delivery or shipment dates specified are Seller's best estimates and will not bind Seller to ship or make deliveries on the date specified. Unless specifically stated in writing in Seller's quotation, Seller shall have no liability whatsoever for failure to meet delivery or shipment schedules.
6. Seller warrants that all cable furnished to Buyer pursuant to this instrument shall be free of defects in material and workmanship, that it shall be tested in accordance with the specifications applicable to this quotation and that the results of said tests will comply with the requirements of said specifications. Seller agrees to provide replacement cable for (1) any length of cable found defective in material or workmanship during installation of the cable, or (2) any length of cable failing during normal and proper use within one year of the date of placing in service which shows defects in materials or workmanship, provided in each case that immediate written notice of such failure is given to Seller and Seller is given all reasonable opportunity to inspect the failure. Failure to pass any of the electrical tests specified by any specimen removed from cable which has previously failed in service shall not be considered prima facie evidence of defects in materials or workmanship. The date of placing in service is the date on which operating voltage is first applied, but shall not be later than six months after the date of shipment of the cable from Seller's factory. All replacements by Seller under the provisions of this paragraph shall be made free of charge, F.O.B. the delivery point called for in the original order. Except as may be otherwise specifically agreed, lengths of cable which have been replaced under the provisions of this paragraph shall be returned to Seller by Buyer, F.O.B. Buyer's location, unless special conditions of removal or transportation costs make this procedure uneconomical. In that case the Buyer shall credit the Seller with the scrap value of such cable.
7. Buyer shall indemnify Seller for any patent infringement by Buyer arising out of the use of cable which is the subject of this instrument.
8. Final product inspection and acceptance shall take place at Seller's factory. If inspection is not made by a representative of the Buyer, at the time specified by Seller, Seller will make the inspection and furnish Buyer with copies of inspection reports.
9. Unless otherwise indicated, Seller's quoted prices are based on Seller's standard cable shipping lengths, on standard shipping length tolerances of plus or minus ten percent, and on Seller's other standard tolerances and variations. Orders which specify other lengths, tolerances or variations, which were not known to Seller at the time of the quotation, will be subject to possible price adjustment.