



## Wire and Cable, Inc.

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# Terms and Conditions of Sale

**Revision: 1**

**Revision Date: 3/4/2025**

## 1. Acceptance and Agreement

This Agreement, which includes these terms and conditions along with the accompanying order acknowledgment, overrides all other agreements, whether oral or written, and any other communications between the parties that suggest additional or different terms. It represents the final and complete understanding of the parties and can only be amended or canceled through a written agreement signed by both parties. Acceptance is expressly limited to these terms. No order will be effective until acknowledged in writing by the Seller. Any proposal for additional or different terms or any attempt by the Buyer to alter any terms hereof is considered material and is objected to and rejected. No terms from any document or form submitted by the Buyer will be effective in altering or adding to the terms and conditions in this Agreement. These terms take precedence over any of the Buyer's general terms and conditions of purchase, regardless of whether or when the Buyer has submitted its purchase order or such terms. Fulfilling the Buyer's order does not constitute acceptance of any of the Buyer's terms and conditions and does not modify or amend this Agreement. Unless otherwise stated herein, the Buyer's receipt of any portion of the goods ("Goods") will constitute acceptance of this Agreement and all its terms and conditions and accompanying order acknowledgment, unless the Buyer immediately returns all such Goods with a Return Material Authorization ("RMA").

## 2. Pricing

The Seller reserves the right to adjust the price for all or part of any unshipped order by providing the Buyer with written notice of the price change at least thirty (30) days before the effective date of the change (exclusive of tariffs mentioned in section 5). The Buyer will be deemed to have accepted the price change unless the Buyer rejects it in writing within ten (10) days of receiving the notice. If the Buyer rejects the price change, the Seller may either cancel the portion of the order affected by the price change or complete the order at the original price. Prices are also subject to change at any time by the Seller if a price has been quoted in error.

## 3. Quantity Variance

All orders will be shipped with a variance of +/- 10% unless previously agreed to by the Seller in writing.

#### **4. Payment Terms**

- a. Unless otherwise agreed in writing by the Seller, payment terms are net 30 days. The Buyer will pay interest on all late payments at the lesser of 1.5% per month or the highest rate allowed by applicable law, calculated daily and compounded monthly. The Buyer will reimburse the Seller for all costs incurred in collecting any late payments, including attorneys' fees. The Buyer will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with the Seller, whether relating to the Seller's breach, bankruptcy, or otherwise.
- b. SEA reserves the right to impose a 3% processing fee to all credit card transactions.

#### **5. Taxes and Tariffs**

- a. Prices do not include any sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any federal, state, or local law, rule, or regulation concerning the Goods sold hereunder or their manufacture or sale. Taxes are the sole responsibility of the Buyer.
- b. Prices also exclude duties and tariffs that may arise before or after the date of original quotation. Buyer bears the risk of increased taxes, duties, tariffs that may arise any time prior to the shipment of goods. Any tariff charged to the seller on goods procured to support purchase orders issued by the buyer, will be passed to the buyer as a line-item charge on the subsequent invoice for said goods or via a unit price change on said goods. Seller will provide notice to the buyer on any realized increases tied to taxes, duties, or tariff changes imposed. As seller is not able to predict the date/amount of the added or increased taxes, duties, or tariffs, minimal notice may be afforded to the buyer. Cancellation requests will be considered on a case-by-case basis but are not guaranteed.

#### **6. Risk of Loss**

- a. Title and all risk of loss or damage to Goods shipped hereunder will pass to the Buyer upon delivery to the Buyer, its designated agent, or a carrier for delivery to the Buyer, whichever occurs first. Unless otherwise stated, all shipments will be made F.O.B. point of shipping.
- b. Buyer is responsible for requesting insurance on shipments. In the event of material loss or damage in transit, the buyer is responsible for the full, original invoice amount.

#### **7. Delivery**

All shipping and delivery dates are estimates based on the prompt receipt of all necessary information and subject to the availability of finished Goods. Delays in securing the Buyer's approval of necessary specifications or samples of products and materials may, at the Seller's discretion, extend the delivery date. The Seller will not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays in delivery.

#### **8. Limited Warranty**

- a. The Seller warrants that the Goods will conform to the specifications provided by the Seller or, if agreed to in writing by an authorized representative of the Seller, specifications provided by the Buyer within a 1-year period. Any specifications provided by the Seller must be approved in writing

by the Buyer before raw materials can be purchased or before the Seller can manufacture and/or distribute the Goods.

b. The Buyer is responsible for testing the Goods before installation. If the Buyer determines that the Goods do not conform to the applicable specifications, the Buyer must notify the Seller in writing within a reasonable amount of time to allow the Seller to examine and test the goods. The Seller may, at its option, (i) replace the goods, (ii) give the Buyer credit on a future order, or (iii) refund the purchase price. This is the Buyer's sole remedy for any breach of warranty.

c. THESE ARE THE SELLER'S ONLY WARRANTIES. THE SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED.

d. The Seller's liability to the Buyer or anyone claiming through or on behalf of the Buyer, with respect to any claim or loss arising out of this transaction or alleged to have resulted from an act or omission of the Seller, whether negligent or otherwise, and whether in tort, contract, or otherwise, including failure to deliver, delay in delivery, or breach of warranty, will be limited to an amount equal to the purchase price of the Goods with respect to which such liability is claimed or, where appropriate and at the option of the Seller, to replacement of the Goods. In no case will the Seller be liable for any bodily injury, death, or property damage resulting from or in any way arising out of the Goods or their sale, use, or manufacture. IN NO EVENT SHALL THE SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING OUT OF THIS TRANSACTION.

e. The Seller reserves the right, at any time, to make changes in the design or specification of the Goods, or any part thereof, which the Seller, in its sole discretion, believes will constitute an improvement in such Goods or parts thereof.

f. The Seller is not liable for any alterations of the goods, improper storage or maintenance, abuse of the goods, or improper installation.

## **9. Returns**

a. Any Goods to be returned to the Seller must have an RMA number issued by the Seller before being returned. Any Goods returned without a proper RMA number will not be accepted and will be returned to the Buyer at the Buyer's expense. RMA numbers are valid for 30 days from the date of issuance. Only products and quantities authorized through the RMA process will be accepted.

b. Any goods returned for the Buyer's convenience must be returned as originally shipped. Damaged Goods cannot be returned. All transportation and other applicable charges for returns at the Buyer's convenience will be the responsibility of the Buyer. Returns for customer convenience are limited to Goods shipped within 60 days prior to the return request date and are subject to restocking charges.

c. Non-standard and specialty manufactured Goods will not be considered for return. Goods deemed non-conforming by the Seller may be returned provided an RMA number is issued.

d. RMA is subject to the Seller's consideration of all related "case-by-case" factors, including but not limited to, manufacturer/supplier willingness to accept such return.

e. All additional instructions included on the formal RMA are also required to be followed.

## **10. Cancellations**

Order cancellations are subject to cancellation charges as deemed applicable by the Seller to cover all costs and expenses incurred prior to the cancellation of said order. Cancellation charges may include, but are not limited to, all costs and expenses incurred in producing the Goods (both completed and in process) and the cost of all items and special material purchased for such order. Cancellation charges may be the total cost of manufacturing and/or distributing the Goods.

## **11. NCNR Goods**

The Seller may designate Goods as "NCNR". Notwithstanding any provision of this Agreement to the contrary, orders for special, custom, value-added, and other non-standard products, including products to be assembled in kit form, products of manufacturers which do not appear on the Seller's line card, works-in-process, and products otherwise identified by the Seller as "NCNR" or "Non-Cancelable and Non-Returnable" (or words of similar import) are "NCNR Goods". The Buyer acknowledges that NCNR Goods are both non-cancelable and non-returnable and further agrees to the following:

- Orders for NCNR Goods cannot be canceled;
- Changes cannot be made to the schedule for such orders without prior written approval by the Seller;
- NCNR Goods cannot be returned to either the Seller or the manufacturer (unless defective, and then pursuant ONLY to applicable procedures and warranties, if any);
- As the purchaser of the NCNR Goods, the Buyer accepts full responsibility for the suitability for use of the NCNR Goods; and
- The Buyer accepts full responsibility for payment of any invoice(s) issued by the Seller concerning the NCNR Goods, including for any NCNR Goods that are pipelined, ordered, received, or inventoried by the Seller, and acknowledges that the Seller is entitled to demand full payment from the Buyer.

The Seller has no obligation to seek more favorable cancellation or return privileges with the manufacturer for the NCNR Goods. If, however, the Seller is able to negotiate more favorable cancellation or return privileges with the manufacturer for the NCNR Goods, then, at its sole discretion, the Seller may extend such privileges to the Buyer. Also, the Seller may waive the above obligations under this Agreement concerning NCNR Goods, in the Seller's sole discretion, if the Seller can sell at a comparable price the full quantity of the NCNR Goods to third parties at the time the Buyer should request such waiver. The Seller may charge a restocking fee on any such NCNR Goods.

## **12. Force Majeure**

The Seller will not be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including but not limited to: an act of God; war; weather events; civil commotion; sabotage; labor dispute; explosion; fire; accident; downtime; power or

equipment failure or outage; inability to obtain suitable or sufficient labor, fuel, power, or material; delay of carrier; embargo; or any law, ordinance, rule, or regulation, whether valid or invalid.

### **13. Choice of Law Provisions**

The terms and provisions of this Agreement will be construed in accordance with the laws of the State of Alabama without regard for any rules on conflicts of laws. Any legal suit, action, or proceeding arising out of or relating to this Agreement will be instituted in the federal or state courts located in Madison County, Alabama, and each party irrevocably submits to the exclusive jurisdiction of such courts.