1. APPLICABILITY OF TERMS AND CONDITIONS. These Terms and Conditions will govern all sales by Preformed Line Products Company ("PLP") of Goods ("Goods"), unless otherwise agreed upon in writing between Buyer and PLP. Terms and conditions contained in Buyer's purchase order or any other documents that are different than or in addition to these Terms and Conditions are deemed binding on PLP. Buyer will be deemed to have agreed to these Terms and Conditions by Buyer's issuance of a purchase order, PLP's receipt of a written acknowledgement of Buyer's purchase order, or by Buyer's acceptance of such additional or different terms. The non-waiver of any provision of these Terms and Conditions will be deemed to have occurred on the date such performance commences. PLP reserves the right to change these Terms and Conditions, or issue new terms, at any time and from time to time, and shall be binding upon all subsequent orders or deliveries until such time that Buyer's written notice of objection is received by PLP. If Buyer's Quotation is deemed an acceptance of an offer made by Buyer, such acceptance is expressly conditioned upon Buyer's written acceptance of these Terms and Conditions, which will be signed by the earlier of Buyer's acceptance of Goods delivered by PLP or any other performance by PLP. Buyer will sell Goods only if Buyer assents to these Terms and Conditions.

2. QUOTATIONS, ORDERS AND PRICES. All specifications contained on the face of PLP’s Quotation are subject to change without notice, unless indicated otherwise on the face of the Quotation. All Quotations are subject to acceptance only prior to the date of the order. PLP may modify any Quotation, including the price, within thirty (30) days of Buyer's acceptance of Goods delivered by PLP or any other performance by PLP.

3. BROKER / PACKING CHARGE. Buyer, if applicable, shall pay broker's fees and packaging charges.

4. TAXES. PLP's prices do not include any Federal, state or local taxes or fees or any custom, export, import, wharfage or associated duties or duties, and any such taxes or fees now or hereafter in effect or assessment on or in connection with the Goods or any part thereof shall be paid by Buyer.

5. SHIPMENTS, FREIGHT AND DELIVERY. FORMED WIRE PRODUCTS AND OTHER NON-COCLUSION ITEMS AND ACCESSORIES. Contact PLP for minimum billable quantities. Freight and transportation terms are FOB at PLP's plant and the risk of loss or damage to any Goods shall pass to Buyer upon such delivery or in the event Buyer is not ready, willing and able to accept delivery, to Buyer's plant or to Buyer's location.

6. SHIPPING ESTIMATES. Shipping estimates made to Buyer will date from PLP's receipt of Buyer's complete written instructions. Shipping date of Goods requiring Buyer's inspection before shipment will be extended by the time consumed by such inspection. When Goods are in stock and ready for delivery, Buyer shall promptly notify PLP of Buyer's intended point of destination. All billing items will be delivered on a FOB PLP basis. All billing items will be in full force and effect. The paragraph headings herein are solely for the convenience of reference and shall not be deemed part of or to modify these Terms and Conditions.

7. ACCEPTANCE. Buyer shall notify PLP, in writing, of any defect, error or shortage in any Goods received within thirty (30) days of delivery, and such written notice must state the nature of Goods shipped, the order number, any agreement number, if applicable, the days in delivery or other cause and the alleged defect, error or shortage. If Buyer fails to provide PLP with such written notice, including documentation as required, deemed to have waived the defect, error or shortage and to have accepted the Goods delivered.

8. BUYER'S AGREEMENT TO DEFEND. If PLP manufactures or sells any Goods to meet Buyer's instructions, specifications or any other requirements, and such Goods are not included among PLP's standard stock items Buyer cancels or returns, or if Goods are returned to PLP as the result of buyer's error or specification, or if Goods are returned to PLP on any other basis other than that specified in these Terms and Conditions, Buyer agrees to defend, indemnify and hold PLP harmless from any and all such taxes and fees, including, without limitation, any cost, expense, attorneys' fees, interest, and penalties assessed against or incurred by PLP as a result of Buyer's failure to pay any such taxes or fees.

9. SHIPMENTS, FREIGHT AND DELIVERY. FORMED WIRE PRODUCTS AND OTHER NON-COCLUSION ITEMS AND ACCESSORIES. Contact PLP for minimum billable quantities. Freight and transportation terms are FOB at PLP's plant and the risk of loss or damage to any Goods shall pass to Buyer upon such delivery or in the event Buyer is not ready, willing and able to accept delivery, to Buyer's plant or to Buyer's location.

10. APPLICABILITY OF TERMS AND CONDITIONS. Except as specifically Buyer and agreed to in writing by PLP, the Goods will be provided in accordance with PLP's standard practices. All Goods, however, including those produced to meet an exact specification, will be subject to tolerances and variations consistent with good manufacturing practices in regard to dimension, weight, section, composition, mechanical and electrical properties; to normal variations in surface and finish; and to slight variations from tolerances and variations consistent with practical testing and inspection methods. PLP has no obligation to evaluate adjacent building or equipment geometry that may affect the wind dynamics and pressures exerted on any adjacent structures.

11. WARRANTY AND DISCLAIMERS OF WARRANTY. PLP warrants to Buyer that the Goods are free from defects in materials and workmanship for a period of one (1) year from the date of shipment by PLP. PLP DISCLAIMS ALL AWARDS, DAMAGES, OR OTHER REMEDIES CONNECTED WITH ANY VIOLATION OF ANY IMPLIED WARRANTY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. REMEDIES AND LIMITATIONS ON REMEDIES. In the event of any material breach of the above warranty, PLP will, at its sole option, credit Buyer's account or repair any

13. TAXES. PLP's prices do not include any Federal, state or local taxes or fees or any custom, export, import, wharfage or associated duties or duties, and any such taxes or fees now or hereafter in effect or assessment on or in connection with the Goods or any part thereof shall be paid by Buyer.

14. DEFRAULT OR DELAY. PLP will not be liable for any default or delay in the production or delivery of any Goods when such default or delay results either directly or indirectly from: (a) accidents to, or breakdowns or mechanical failure of, PLP's plant machinery or equipment; strikes or other labor troubles or labor shortages; fire; flood; wars; acts of the public enemy; acts of God; delays by a supplier; delays in transportation or lack of transportation facilities; embargoes; shortages of, or reductions in, energy sources; priorities, allocations, limitations or restrictions or other acts required or requested by Federal, state or local governments, or any subdivision, bureau or agency thereof; or (b) any other cause beyond PLP's control.

15. CONFIDENTIALITY. Buyer agrees to defend, indemnify and hold PLP harmless from and against any and all such taxes and fees, including, without limitation, any cost, expense, attorneys' fees, interest, and penalties assessed against or incurred by PLP as a result of Buyer's failure to pay any such taxes or fees.

16. SECURITY INTEREST. PLP retains a security interest in all Goods purchased by Buyer, and Buyer will date from PLP's receipt of a written acknowledgement of Buyer's purchase order, any notices of intent to resell, or any other written notice sent by Buyer to PLP. All proceeds from the sale of such Goods are to be held as security for the unpaid amount to be due and owing immediately.

17. RETURNS. No Goods may be returned without first having secured prior written authorization from PLP or PLP's Cleveland, Ohio office. Original cartons of standard stock items in original cartons may be returned, freight prepaid. Return requests must be initiated within one (1) year of the date of original purchase. No Goods may be returned without prior written authorization from PLP. Returns will be subject to factory inspection for resalability and for quantity before credit can be given or for return purchases by Buyer, is issued. PLP reserves the right to apply a restocking charge or to refuse return of Goods that are in the process of manufacture for Buyer. PLP reserves the right to apply a minimum cancellation charge of the greater of $5.00 or 25% of the purchase price of the unshipped portion of the order, or on returns for standard stock items Buyer cancels.

18. NOTICES. Any notice to PLP required or permitted hereunder shall be deemed to have been effectively delivered if in writing and served personally to PLP or sent by registered or certified mail, return receipt requested (or such form of mail as may be substituted herefor by postal authorities), postage prepaid, to PLP at the address specified on the shipping document, or to Buyer's latest address as hereafter changed, or as may be designated by Buyer.

19. NON-WALSH ACT. Buyer agrees to defend, indemnify and hold PLP harmless from and against any and all claims, damages, losses, costs, expenses, fees, or liabilities, whether or not related to non-Walsh Act transactions, including, without limitation, any cost, expense, attorneys' fees, interest or penalties assessed against or incurred by PLP as a result of Buyer's failure to pay any such taxes or fees.

20. SECURITY INTEREST. PLP retains a security interest in all Goods and proceeds thereof until all amounts due or to become due hereunder have been paid. Any repossession and removal of Products shall be without prejudice to any of PLP's rights hereunder in equity. PLP reserves the right to exercise its security interest and to dispose of Goods purchased by Buyer with or without notice and with or without court process, to the extent necessary to satisfy any liability of Buyer to PLP, or to enforce any of the terms and conditions of any of the agreements or contracts between PLP and Buyer, or to exercise any remedies provided under the laws of the State of Ohio, whether or not same shall be in conflict with the laws of Ohio, or any other state, without giving any further notice or opportunity to Buyer to contest the same.

21. MISCELLANEOUS. The failure of either party to insist upon performance of any term or condition of these Terms and Conditions to be performed by the other party, or to waive any breach of any term or condition of these Terms and Conditions by the other party, shall not constitute a waiver of such party's right to insist upon strict performance of such term, condition, rights or privileges of or any of the terms, conditions, rights or privileges, whether of the same or similar type. The rights herein and the construction of these Terms and Conditions shall be governed by the laws of the State of Ohio, without giving effect to principles of conflict of laws. These Terms and Conditions shall be binding upon and inure to the benefit of the respective successors and assigns. Each provision hereof shall be severable, and in the event any provision hereof is held to be contrary to law, invalid or unenforceable, the remaining provisions shall not be affected thereby, but shall continue in full force and effect as if such provisions were not included for the convenience of reference and the parties and do not constitute any part of these Terms and Conditions. Buyer may not assign its rights or delegate its obligations hereunder without PLP's prior written consent.

22. NON-WALSH ACT. Buyer and any of its subcontractors shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin, protected veteran status or disability.

23. ETHICAL BEHAVIOR. Buyer's employees, officers, agents, representatives and Subcontractors. Agreed to the highest ethical standards and avoid conflicts of interest in its performance hereunder. In conjunction with its performance hereunder, Buyer and its Agents shall comply with all applicable laws, statutes, regulations and other requirements, including, but not limited to, those prohibiting bribery, corruption, kickbacks or similar unethical practices such as, without limitation, the United States Foreign Corrupt Practices Act, and all other laws, statutes, regulations and other requirements that covered entities take affirmative action to employ and advance in employment individuals who have regard to race, color, religion, sex, national origin, protected veteran status or disability.

24. NON-WALSH ACT. Buyer agrees to defend, indemnify and hold PLP harmless from any and all such taxes and fees, including, without limitation, any cost, expense, attorneys' fees, interest, and penalties assessed against or incurred by PLP as a result of Buyer's failure hereunder.

ALL SOLAR ORDERS ARE SUBJECT TO PLP'S SOLAR ADDENDUM, AVAILABLE AT www.preformed.com.