

## **Cornell Dubilier Terms & Conditions** (as outlined on [www.cde.com](http://www.cde.com))

Please check with Cornell Dubilier regarding the currency of any particular product specification.

All sales of products by Cornell Dubilier Electronics, Inc. or any of its affiliates, including Cornell Dubilier Marketing, Inc., Electronics Acquisition LLC, C.D. Electronica de Mexico, S.A. de C.V., and BC Components, Inc. are subject to the following:

GENERAL TERMS AND CONDITIONS OF THE SELLING COMPANY ("SELLER"), WHETHER CORNELL DUBILIER ELECTRONICS, INC. ("CDE") OR ANY OF ITS AFFILIATES, INCLUDING CORNELL DUBILIER MARKETING, INC. ("CDM"), ELECTRONICS ACQUISITION LLC ("EA"), C.D. ELECTRONICA DE MEXICO, S.A. DE C.V. ("CD-MEXICO"), OR BC COMPONENTS, INC. ("BC"). WHEN CDE IS THE SELLING COMPANY, THEN "SELLER" REFERS TO CDE; WHEN THE SELLING COMPANY IS CDM, THEN "SELLER" REFERS TO CDM; WHEN EA IS THE SELLING COMPANY, THEN "SELLER" REFERS TO EA; WHEN CD-MEXICO IS THE SELLING COMPANY, THEN "SELLER" REFERS TO CD-MEXICO; AND WHEN BC IS THE SELLING COMPANY, THEN "SELLER" REFERS TO BC.

(1) AGREEMENT AND LIMITATIONS - The agreement between Seller and Buyer (the "Contract") with respect to the sale of goods described being purchased by the Buyer from the Seller (the "goods") shall consist of these General Terms and Conditions (plus such additional price, quantity, product number designation, and delivery terms as are specifically agreed to in writing by Seller in its acknowledgment of any order) together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller shall not be bound by any additions or different terms, whether printed or otherwise in Buyer's purchase order or in any other communication from Buyer to Seller unless specifically agreed to by Seller in writing. This Contract is not assignable by Buyer, except with the written consent of Seller; and any assignment not specifically consented to in writing by Seller shall be deemed null and void (if the Seller so elects).

(2) TERMINATION OR MODIFICATION - The Contract may be modified only upon Seller's written consent. If all or part of the Contract is terminated, Buyer, in the absence of contrary written agreement with Seller, shall pay termination charges based upon expenses and costs incurred in the production or acquisition of the goods to the date such termination is accepted by Seller plus a reasonable profit, except that any goods acquired or completed by Seller on or prior to Seller's acceptance of such termination shall be accepted and paid for in full by Buyer.

(3) TAXES - All taxes and other governmental charges upon the production, sale or use of the goods, to the extent required or not forbidden by law to be collected by Seller from Buyer, shall be paid by Buyer to Seller unless Buyer furnishes Seller with exemption certificate acceptable to taxing authorities.

(4) DELIVERY - Promises of delivery from stock are subject to prior sale. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller will in good faith endeavor to meet estimated delivery dates. All claims for shortages or overages of electronic capacitors must be made within two weeks after receipt by Buyer. Seller may overshoot or undershoot its products to the extent of 10% of specified quantity. In determining the quantity of small capacitors and other small products, weight count is used which is considered within 5% of the specified quantity. Buyer shall have no right to claim for undershipment nor be obligated to pay for overshoot where actual weight is within 5% of the invoiced quantity.

(5) TERMS OF SALE - Net 30 Days, F.O.B. point of shipment. Terms are noted on each quotation and the Seller's Published Price Lists. If, in the opinion of the Seller, the financial condition of Buyer at any time does not justify the continuance of product acquisition, production or shipment on the terms of payment specified, Seller may require full or partial payment in advance. Pro-rata payments become due as

shipments are made. If shipments are delayed by Buyer, payment shall become due from the date Seller is prepared to make shipment.

(6) QUOTATIONS - Quotations written or verbal, are subject to the conditions of sales listed in these General Terms and Conditions. Written quotations automatically expire thirty calendar days from the date issued and are subject to withdrawal by notice within this period. Verbal quotations automatically expire twenty-four hours from the time issued.

(7) PRICES - Prices are subject to CHANGE WITHOUT NOTICE.

(8) PRICE CHANGES - Price is firm when goods are in stock and prompt delivery is authorized (and unless Seller specifically agrees in writing to the contrary, Seller shall not be required to regard a delivery date of more than 30 days following the date of the order as prompt). Pricing for goods with scheduled deliveries will be firm for thirty calendar days after receipt of order.

(9) WARRANTIES - Seller warrants to Buyer that Seller will correct by replacement any defects (or if Seller so elects, repair any defects) in the goods of material or workmanship which may develop under normal and proper use during the period of 1 year from the date of shipment by Seller. This warranty will not extend to goods altered or repaired by anyone other than Seller or its authorized representative. (Electronic capacitors: Seller's acceptable quality levels shall determine whether a defect in a sample extends to the entire shipment. Capacitors will not be considered defective if they substantially fulfill the performance characteristics in Seller's literature and specifications.) THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND ANY OTHER TYPE WHETHER EXPRESS OR IMPLIED.

(10) REMEDIES AND LIMITATION OF LIABILITY - In the event Buyer claims Seller has breached any of its obligations under the Contract, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and, in such event, Seller shall have no further obligation under the Contract except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. Redelivery by Buyer will be excused when the goods have been destroyed or are otherwise unavailable for return for causes beyond the Buyer's reasonable control. The remedies obtained in this Section "10" and the preceding Section "9" shall constitute the sole, exclusive and only remedies of Buyer against Seller for breach of any of Seller's obligations under the Contract relating to the quality or performance of (or any defect in) any of Seller's goods, whether such obligations are based on warranty or otherwise. IN NO EVENT SHALL SELLER BE LIABLE FOR PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (including, but not limited to, loss of revenue or profit, loss of use of the products or any equipment, damage to associated equipment, cost of capital, cost of substitute products, downtime costs, replacement power, or claims of Buyer's customers for such damages or any other damages). All limitations of liability provisions in this Contract shall apply to any and all claims or suits or other litigation brought against Seller, including any claims based upon negligence, breach of contract, breach of warranty, strict liability, or any other legal theories upon which liability may be asserted against Seller.

Buyer is placed on notice that Seller's prices are based upon the limitation of liability clauses contained in this Contract; and Seller shall not, in any event, be liable on any claim for damages arising out of or connected with this Contract or the manufacture, sale, delivery or use of any goods in an amount exceeding the purchase price of the Seller's goods specifically involved in such claim.

Seller shall not be liable for failure to perform its obligations under this Contract resulting directly or indirectly from or contributed to by acts of God, acts of Buyer, civil or military authority, government priorities, fires, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

If Seller, without separate compensation, furnishes Buyer with information, advice or other assistance concerning any product or any system or equipment in which any such product may be installed, including information, advice on installation or fusing, the furnishing of such advice or assistance will not subject Seller to any liability, whether in negligence, contract, warranty, strict liability or otherwise, and Buyer agrees to hold Seller harmless and indemnify Seller from any liability in connection therewith and from all costs related thereto, including, without limitation, attorneys' fees and expenses, expert witness fees and expenses, and court costs.

(11) PATENTS - Seller shall indemnify and hold Buyer harmless from all damages, liabilities and costs suffered or incurred by Buyer as a result of any claim or lawsuit alleging that the goods sold (as distinguished from repaired) pursuant hereto infringe any United States Letters Patent provided, however, that if the goods are manufactured in accordance with specifications furnished by Buyer and are not part of Seller's standard product line, Buyer agrees to indemnify and hold Seller harmless from any such claim or lawsuit and from all costs and damages related thereto or incurred by Seller in connection therewith (including, without limitation, attorneys' fees and expenses, expert witness fees and expenses, and court costs), provided further that:

- (a) Buyer give prompt notice to Seller of any such claim
- (b) Seller shall have the exclusive charge of the defense or settlement of any such claim or lawsuit at it's sole cost and expense, and
- (c) Seller shall have the right to eliminate any alleged infringement by procuring rights under the governing patent or by modifying the goods so that they will not infringe or, at Seller's option, to take back the goods sold or any infringing portion thereof and refund to Buyer the price paid therefore.

Seller's indemnity does not apply to any claimed infringement arising from use of any of the goods in combination with other items not delivered hereunder where such infringement would not have occurred from the use of the goods alone. Except as provided in this paragraph, Seller makes no warranty that the goods will be delivered free from any claims of patent infringement of any third party.

(12) GOVERNING LAW - This Contract shall be governed by the internal laws of the State of Delaware (and not the conflict of law provisions of that State); and the Buyer accepts the jurisdiction and venue of the U.S. District Courts sitting in any U.S. State from which the Buyer's order of the Seller's goods is acknowledged or processed or from which any of the Seller's subject goods are shipped with respect to any matter related to this Contract or any goods sold under this Contract. The U.N. Convention on Contracts for the International Sale of Goods and the UN Convention on the Limitation Period in the International Sale of Goods, as amended, shall not apply to this Contract or any sale or other matter related to this Contract.

(13) FOR POWER CAPACITORS, CAUTION: Normally a power capacitor failure will cause a protective fuse to operate. However, circuit conditions may be such that a single fuse does not provide sufficient protection and the capacitor may have a violent case rupture. There is an increased danger of fire under such circumstances, due to the flammable nature of the impregnating liquid in the capacitor.

For this reason, additional fusing, although probably not foolproof, should be considered by Buyer. Individual fusing of all power capacitors, and in some cases dual fusing, is recommended. For some installations, smaller bank sizes may be advantageous. In any event, Buyer agrees to hold Seller harmless and indemnify Seller from any loss or damage (including, without limitation, attorneys' fees and expenses, expert witness fees and expenses, and court costs) other than return of the purchase price of the subject capacitors or other goods in accordance with the express warranty provisions set forth in this Contract.

(14) FOR ALUMINUM ELECTROLYTIC CAPACITORS, CAUTION:

- (a) Personnel injury or property damage may result from a capacitor explosion or the expulsion of electrolyte due to mechanical or electrical disruption of the capacitor. Contact with liquid or vapor is to be avoided. In the event of contact with the skin or eyes, or accidental oral ingestion, action may be taken as follows:

Emergency treatment is as follows:

Skin Contact: May result in irritation. Flush and wash thoroughly with soap and water immediately.

Eye Contact: Contact lenses must be removed at once. Immediately flush the open eye(s) with large amounts of water and seek immediate medical attention.

Oral Ingestion: As an interim emergency measure, administer warm water or milk, induce vomiting and seek immediate medical attention.

Vapors: Avoid inhalation of vapors. Ventilate area thoroughly and go to fresh air.

- (b) Precaution in using of cleaning agents:

The probability of catastrophic failures, including explosions, in capacitors subjected to cleaning by halogenated materials is sufficient for Seller to DISCLAIM ANY WARRANTIES EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS, IF THE SELLER'S CAPACITORS ARE SUBJECTED IN ANY MANNER OR EXTENT TO THESE SOLVENTS.

Understanding the popularity of halogenated hydrocarbon solvents due to their effective cleaning properties and the availability of these materials, Seller suggests the following alternatives:

- (1) The end user should consider inserting electrolytic capacitors after the PC boards have been subjected to cleaning with such halogenated solvents that are required.
- (2) If the above procedure is not acceptable to the end user, on special written request received by Seller from Buyer in a timely fashion, Seller will supply a special unit with a supplemental epoxy protective coating covering the end disc and the sealing areas.

The cleaning agents listed whose use would negate Seller's warranties include but are not limited to the following:

Freon TF*, TMC*	Trichloroethane
Carbon tetrachloride	All (detergent)
Chloroform	Methylene Chloride
Trichlorethylene	Halogenated materials, in general

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\*Registered Trade Mark E. I. DuPont & Co.

(15) EXPORT RESTRICTIONS - Buyer represents and warrants to Seller that Buyer is not restricted under the terms of any U.S. custom or export law or regulation from receiving any product to be purchased from Seller; and Buyer agrees that none of the products to be purchased by Buyer from Seller will be exported or re-exported, directly or indirectly (except in full compliance with all U.S. custom and export control laws and regulations) to any country or person that Buyer knows or has reason to know is restricted from receiving such goods by any U.S. custom or export control law or regulation. Furthermore, the Buyer will refrain from acquiring, using, or transmitting any product or technology of Seller to the extent that such acquisition, use or transmission would violate any U.S. law or regulation; and Buyer shall not directly or indirectly sell, transfer, provide, deliver or transmit (except in full compliance with all U.S. custom and export control laws and regulations) any such products or technology to any persons, countries or organizations that the Buyer knows or has reason to know are subject to denial of U.S. export privileges.

(16) COMPLIANCE AND INTERPRETATION - Buyer represents and warrants to Seller that Buyer's acquisition, application, use, transfer, disposal and other disposition of each product acquired by Buyer from Seller will be in accordance with all applicable laws and regulations, including, without limitation, all applicable environmental laws or regulations. The title of this Contract and section headings appearing in this Contract are for convenience of reference only and shall not be deemed to limit the scope or substance of this Contract or any section of this Contract.

This web site is not a contract, license or authorization of any kind. Product specifications are subject to change without notice. Neither CDE nor any other Seller assumes any liability on accuracy, completeness or suitability for any product's application. The only warranty of the Seller is the applicable express warranty contained in the above Terms and Conditions. Any product sale is subject to those Terms and Conditions as well as any additional provisions contained in the Seller's Acknowledgement Form regarding that sale.