



Alpha Wire General Terms and Conditions of Sale

Alpha Wire and its associated brands

(Revised March 2015)

I. Selling Entities. Alpha Wire, the predominant selling entity under these terms and conditions, is an unincorporated division of Belden Inc., a Delaware corporation. Coast Wire & Plastic Tech., LLC, a Delaware limited liability company, operates as an Alpha Wire brand and may act as the selling entity for certain products. Belden UK Limited, a limited liability company organized under the laws of the United Kingdom, acts as the selling entity for sales in Europe. Whichever entity is the selling entity for a particular transaction is referred to herein as "Company".

II. Agreement.

2.1 The following terms and conditions of sale, together with the terms and conditions of any written agreement signed by an authorized representative of the Company and of the ordering entity or person ("Buyer") covering the subject matter hereof (collectively this "Agreement"), shall apply to sales resulting from Company's acceptance of Buyer's order for the products, goods, articles, materials, supplies, components, drawings, data or other property described herein (the "Products"). Offers to purchase can be accepted only by an authorized representative of Company and offers to purchase are not effective or binding until approved in writing by the authorized representative. Any different or additional terms and conditions proposed by Buyer in its purchase order or otherwise are hereby rejected by Company and shall not be incorporated into this Agreement. Buyer's assent to the terms and conditions of sale set forth herein shall be conclusively presumed from Buyer's failure to object thereto in writing as well as from Buyer's acceptance of all or part of the Products.

2.2 Where this Agreement is found to be an acknowledgment, if such acknowledgement constitutes an acceptance of an offer, such acceptance is expressly made conditional upon Buyer's assent solely to the terms and conditions hereof, and acceptance of any part of the Products delivered by Company shall be deemed to constitute such assent by Buyer. If this Agreement constitutes an offer, Buyer's acceptance of such offer is expressly limited solely to the terms and conditions hereof.

III. Prices. Prices are as established by Company from time to time, with shipments to be billed at such prices as in effect on the date of shipment. Such prices are in U.S. dollars unless stated otherwise (European sales may be denominated in British Pounds or Euros), and are subject to any price adjustment necessitated by Company's compliance with any act of government, laws or regulations. Any tax, duty, tariff or other governmental charge upon the production, sale, shipment or use of the Products which Company is required to pay or collect from Buyer shall be paid by Buyer to Company unless Buyer has furnished Company with a tax exemption certificate acceptable to the appropriate taxing authority. Except to the extent that Buyer is eligible for freight allowances in accordance with policies established by Company in its discretion, any payment by Company of freight charges shall be for the account of Buyer and shall be paid by Buyer with and in addition to the purchase price.

IV. Payment.

4.1 Payment for the Products shall be according to payment terms as Company may establish in its discretion. Company may in its discretion make available to Buyer prompt payment discounts. Any prompt payment discounts shall be allowed on the Products only and shall exclude freight charges. Absent any contrary agreement, payment terms shall be net 30 days from the invoice date.

4.2 Late payments shall bear interest at the rate of 1-1/2% per month (18% per annum), both before and after judgment until payment in full; provided, however, that in no event shall Company charge interest higher than the maximum rate allowed by applicable law. Buyer shall pay Company for all expenses (including reasonable attorneys' fees) incurred by Company in collecting any amounts due by Buyer to Company.

V. Terms of Shipment. The shipment of the Products to Buyer shall be F.O.B. Company's location of shipment (if outside the U.S., INCOTERMS 2010: Ex works), and Company may in its discretion ship from any of its locations (including third party logistics providers and certain Belden direct-ship suppliers). Full prepaid freight will generally be allowed on shipments of US\$2,500 or more within the contiguous United States, although higher minimum levels may exist in certain pricing structures and the company reserves the right to exclude certain products, such levels to be communicated with the price information. At the time and location of such shipment, Buyer takes title to the Products shipped and assumes all risk of and responsibility for any loss, damage or destruction with respect to such Products. No allowances shall be made for pickups by Buyer or its customers at Company locations. Company shall select what is, in its opinion, the most satisfactory routing for the shipment. Company may ship the Products by commercial carrier in any manner it deems to be commercially reasonable. The Products shall be packed and packaged in accordance with reasonable commercial practices for one-way shipment. If the carrier delivers all material

for profit, both in accordance with Company's policy in effect on the date of cancellation or modification. Orders for Special Products (as defined in Section 12.1 below) shall not be subject to cancellation or modification by Buyer under any circumstances.

VIII. Returns.

8.1 Customers may return currently active, standard catalog items subject to the following conditions:

(a) Material must have been purchased within the past 90 days and supported with a copy of the invoice.

(b) Returns must be accompanied by a numbered Return Authorization valid for 45 days from issue date. Company reserves the right to refuse or scrap any unauthorized returns on a no credit basis. Material returned under an expired RMA will be subject to 10% penalty.

(c) All returns are subject to a 25% administrative restocking charge.

(d) All returns are subject to a 20% respooling/repackaging charge per item if necessary. This charge is in addition to the 25% restocking charge. To avoid these charges, material must be in its original packaging and in saleable condition and it must be free from any markings or labels not originally applied by Alpha.

(e) Return freight is the customer's responsibility.

(f) Restocking, respooling, outbound freight and return freight charges will be waived on returns necessitated due to Company's error. Material should be returned via UPS whenever possible (150 lb. limit per package) or must be shipped according to the terms and carrier specified by Company.

(g) To avoid penalties, all material returned to Company must adhere to the following guidelines:

(i) All shipments must have a copy of the RMA securely fastened to the material or pallet in a clearly visible location.

(ii) All material must be packaged in a manner which will preclude damage in transit.

(iii) Non-UPS shipments (350 lbs. and over) must be palletized, tightly wrapped in stretch wrap (or similar material) or banded to the pallet in the case of exceptionally heavy loads.

(iv) Pallets must have markings instructing the carrier not to break down the pallets or double stack them.

(h) Returns are not permitted for non-standard items and put-ups or for obsolete/discontinued items.

IX. Force Majeure. Company shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, embargoes, governmental actions, fires, accidents, floods, epidemics, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond the reasonable control of Company. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR RESULTING FROM ANY FAILURE OR DELAY IN DELIVERY.

X. Limited Product Warranty.

10.1 THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Company warrants to Buyer that the Products are, at the time of delivery to Buyer, free of material and workmanship defects, provided that no warranty is made with respect to (a) any Product which has, in Company's judgment, been subject to negligence, misuse, abuse, accident or improper storage, or (b) any Product which has not, in Company's judgment, been installed, operated or maintained in accordance with normal practice and in conformity with recommendations and published specifications of Company. Repairs to, alteration of, or work done on the Products without Company's prior written authorization shall void Company's warranty on the Products. Samples supplied by Company are solely for the purpose of evaluating the suitability of such material or services for potential use and, as such, the samples are not intended to serve as warranties of any type, either express or implied. Buyer shall have sole responsibility for selection and specification of the goods or services warranted for the end use of such goods or services, even if Buyer has informed