

# GENERAL SALES TERMS AND CONDITIONS

(applicable to the USA)

**January 1, 2022**

All orders received by **MIGUÉLEZ U.S.A. CORP.** (the “Seller”) are subject to the following terms and condition of sale, [the terms and conditions on the Seller’s order acknowledgment form,] and any special terms and conditions specified on Seller’s product price sheets.

## — 1. ORDERS ACCEPTANCE

The buyer must request order in writing, the request must be accepted by Miguélez. The orders requested from our company by the buyer are irrevocable. The buyer must verify, at the time he receives the goods, that the products delivered correspond to those he has requested. The delivered merchandise will be considered accepted by the client if he has not presented the relevant claim as indicated in article 6 of this document. Acceptance of an offer is based on Seller’s terms and conditions of sale.

Prices and delivery dates stated on any order acknowledgment shall prevail in the event of a discrepancy between it and Buyer’s written order. Stock material is subject to prior sale.

## — 2. PRICES

Unless otherwise stated, Seller’s prices do not include sales, use, excise or other similar taxes and, in addition to the prices specified herein, Buyer pays any present or future sales, use, excise or other similar taxes applicable to the sale of the products or in lieu thereof. Buyer may provide Seller with a tax exemption certificate acceptable to the taxing authorities and Seller. Seller’s prices do not include charges for custom requests such as charges for special packaging, design and specifications. Because copper is a commodity, prices for copper wire and cable may be subject to escalation, prices quoted by Seller shall be valid for seven (7) calendar days or as per indicated in each particular quote. Any products not delivered to Buyer and/or picked up within seven (7) days of Buyer’s purchase order shall be subject to any increase in market copper prices.

## — 3. PAYMENT

Unless specific credit terms are approved by the Seller’s Credit Department, payment terms shall be in cash in advance. Buyer shall pay the purchase Price set forth in Seller’s purchase order confirmation in full, without any offset, deduction or delay within the terms indicated on the purchase order confirmation. If credit is approved, unless otherwise specified in the order acknowledgment, payment shall be due in thirty (30) days from the date of invoice. Delinquent payment shall accrue interest at a rate of one and a half percent (1.5%) per month (or eighteen percent (18%) per annum). In the event of a dispute hereunder, threatened or actual, between Seller and Buyer, Buyer shall pay to Seller all costs incurred by Seller in enforcing the terms and provisions hereof, including, but not limited to, travel expenses, court costs and legal fees. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Seller, Seller shall be entitled to (i) cancel any unfulfilled orders; (ii) suspend any further deliveries to the Buyer or (iii) modify the terms and conditions of unfulfilled purchase orders. All purchases are subject to established credit limits and payment terms at the time of sale. Seller may change, modify, amend, suspend, discontinue and/or otherwise revoke the credit extended to Buyer (i) if Buyer fails to pay any monies due to Seller or (ii) if in the sole judgment of Seller there has been a materially adverse change in Buyer’s financial condition and thereupon Seller may demand payment or other assurances as Seller in its sole discretion shall require, before shipment of any further goods.

#### — 4. DELIVERY

Buyer shall pay all freight and transportation, handling, storage and insurance costs. Delivery dates specified on the order acknowledgment are approximate only, and any reasonable variation there from shall constitute adequate performance on the part of Seller. Seller's responsibility in this regard shall be limited to arranging transportation at a competitive rate. Seller warrants that it has good title to merchandise shipped. Seller will be responsible for damage free shipment according to the specific shipping terms of merchandise. Once carrier freight has been signed by Buyer without damage or shortage, all risk of loss or responsibility for damage, shortage or other incidents will pass to Buyer. Buyer claims must be received by Seller in writing, within fifteen (15) days from date of invoice. Failure or refusal to accept delivery without just cause is considered a default by Buyer on the purchase agreement. For standard products, Buyer is liable for damages or loss suffered by Seller, including but not limited to storage, shipping and restocking costs, anticipated profits and losses due to market fluctuation. In the case of default on specially designed, construed, or packaged products, Buyer shall be liable for damages amounting to the contract price less the net salvage value of the material. Seller shall not be liable for failure to meet delivery terms if such failure is a result of accidents, machinery or equipment breakdown, strikes or labor troubles, material shortages, fires, floods, war, public disturbances or riots, government allocations, acts of God, acts of terrorism, or other circumstances beyond Seller's control. If for any reason, Seller should fail to deliver within reasonable variance from delivery date specified, Seller shall be liable only for the actual damage caused by such failure, measured in actual cash cost to Buyer. Damages shall not exceed the agreed price of the material involved. Seller will not be liable for any installation costs, incidental or consequential damages or costs, or loss of profits resulting from failure to deliver.

#### — 5. QUANTITY TOLERANCE

Quantities shall be subject to standard industry shipping tolerances or other special terms and conditions of sale for that product. The quantity stated on invoice will be final quantity shipped. Any shortage must be stated in writing on the carrier's freight receipt at time of delivery. Buyer claims for shipping shortages must be received by Seller in writing, within fifteen (15) days from date of invoice. Once carrier freight receipt has been signed without shortage, all risk of loss or other incidents shall pass to Buyer.

#### — 6. CANCELLATION

Special orders are final; no cancellation will be accepted. Stock orders may be partially or entirely cancelled prior to shipment, upon written request to seller.

#### — 7. RETURNS

All sales are final, no returns accepted.

#### — 8. CLAIMS

In the event that our company or its agent finds any defect or vice in the products for reasons attributable to Miguélez, the client shall exclusively have the right to have our company replace the defective items or provide the missing items, the costs that arise will be assumed by Miguélez, the client shall not be entitled to demand any type of compensation or cancellation of the order. In case of complaint by the client, for proven cause attributable to Miguélez, regarding the results obtained with their products or the losses caused by the faults thereof, the parties expressly accept that the responsibility of Miguélez will be limited to the value of the merchandise invoiced and paid to Miguélez.

#### — 9. ERROR, CONTRADICTION OF TERMS, ADJUDICATION

Seller reserves the right to correct any clerical or stenographic error made in the preparation of orders, acknowledgments, or invoices. Corrections shall be considered as binding amendments to the original contract of sale. No special terms and conditions take precedence over these general terms and conditions unless specific reference is made to any conflict, waiving the requirements of these terms and conditions. In the event any of these terms or conditions are declared invalid by a Court of competent jurisdiction, all other terms and conditions contained herein shall remain in full force and effect.

#### — 10. WARRANTY

Should any Seller product prove defective due to manufacture within one (1) year from date of invoice, upon written notice to Seller, this material will be replaced f.o.b. original destination point. Seller will not be liable for any installation costs, incidental or consequential damages or costs, or loss of profits resulting from manufacturing defects.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY APPLIES ONLY TO COMMERCIAL OR INDUSTRIAL USERS OR PURCHASERS FOR PURPOSES OF RESALE. WARRANTIES AND REPRESENTATIONS TO CONSUMERS WHO PURCHASE SELLER'S PRODUCTS TO BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, ARE MADE SEPARATELY AND ARE AVAILABLE UPON REQUEST.

#### — 11. NO WAIVER

No changes, modifications, rescission, discharge, abandonment, or waiver of these Terms and Conditions of Sale is binding upon Seller, unless made in writing and signed on its behalf by an Authorized Representative of Seller. Seller's failure to insist upon strict performance of any term or condition shall not constitute a waiver of any subsequent breach by Buyer.

#### — 12. NON-ASSIGNMENT

Any assignment of an order, or any rights or obligations by Buyer, without the written consent of Seller is prohibited and shall be null and void.

— **13. FORCE MAJEURE**

Miguélez will not be responsible nor will it be considered that it has breached its obligations if it complies with them late (tardy) or with impediments due to causes beyond its reasonable control, for acts of *force majeure*, acts (or omissions) of government authorities, fire, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or not), epidemics, social riots, civil unrest, delays in transport, or acts or omissions of the Buyer.

— **14. GOVERNING LAW; JURISDICTION**

Contracts of sale are accepted in the State of Florida, U.S.A., and shall be governed and interpreted according to the laws of the State of Florida. Each party hereby (a) submits to personal jurisdiction in the State of Florida for the enforcement of these terms and conditions, and (b) waives any and all personal rights under the law of any state to object to jurisdiction within the State of Florida, for the purposes of litigation to enforce this terms and conditions. The State courts of Miami-Dade County or the Federal District courts located in the Southern District of Florida shall have the exclusive jurisdiction and venue over all disputes arising under these terms and conditions.