

Add this language to the bottom of every Order Confirmation and Invoice:

“THIS DOCUMENT IS SUBJECT TO THE TERMS AND CONDITIONS LOCATED ON THE ACCEL INTERNATIONAL HOLDINGS, INC. WEBSITE, WWW.ACCELINTERNATIONAL.COM, AND/OR ATTACHED HERETO, WHICH IS HEREBY INCORPORATED BY REFERENCE. ACCEL INTERNATIONAL HOLDINGS, INC.’S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON AND LIMITED TO THESE TERMS AND CONDITIONS.”

1. TERMS and CONDITIONS

THESE TERMS AND CONDITIONS OF SALE SHALL BE A PART OF AND GOVERN ALL AGREEMENTS ENTERED INTO BETWEEN ACCEL INTERNATIONAL HOLDINGS, INC. AND BUYER FOR THE SALE OF GOODS AND/OR PROVISION OF SERVICES. SELLER REJECTS ANY MODIFICATION, ALTERATION, ADDITION OR DELETION MADE BY BUYER TO ANY PROVISION CONTAINED HEREIN AND BUYER’S ACCEPTANCE OF SELLER QUOTATION, THROUGH ANY BUYER ORDER, ACCEPTANCE OR DIRECTION SHALL CONSTITUTE BUYER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS. SELLER’s performance is expressly conditioned upon and limited to the terms set forth herein, unless the parties otherwise agree in writing signed by BUYER and SELLER and specifically superseding these Terms and Conditions. The parties acknowledge that BUYER may issue a purchase order and/or SELLER may issue a confirming memorandum with respect to a project or contract. To the extent there is any inconsistency between any such document(s) and these Terms and Conditions, these Terms and Conditions shall control. SELLER reserves the right to correct clerical and stenographic errors appearing on its quotations, acknowledgements, etc.

2. DEFINITIONS

“Agreement” shall mean these Terms and Conditions and any document to which it is attached or otherwise incorporated by reference.

“SELLER” shall mean Accel International Holdings, Inc.

“BUYER” shall mean the party under any purchase order submitted to SELLER, including BUYER’s employees, contractors, or agents.

“Process”, “Processed” or “Processing” shall mean the manufacture, assembly or fabrication of SELLER’s Products (“Products”), in whole or in part, directly or indirectly, alone or in combination with other materials.

3. WARRANTY

A. SELLER warrants for a period of one (1) month after BUYER’s receipt of Products that such Products are manufactured in a good and workmanlike manner and that the

Products shall conform with SELLER’s standard specifications for such Products. SELLER makes no representations or warranties, express or implied, concerning the suitability of the Products for processing or for BUYER’s intended use, processing, application, sale or marketing. BUYER is solely responsible for the selection of Products and the determination of the suitability of the Products for processing, use, sale, marketing or other application(s).

B. If SELLER provides technical support, assistance and advice (“Technical Support”) to BUYER, it is an accommodation to BUYER and shall not be construed as a representation or warranty, express or implied, concerning such matters. SELLER makes no representations or warranties, express or implied, of its Technical Support, any proprietary information in connection with this Agreement, or the results that might be obtained from the Technical Support.

IT IS EXPRESSLY AGREED THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CONSTITUTES THE ONLY WARRANTY OF SELLER WITH RESPECT TO THE PRODUCTS.

4. CLAIMS

A. Within ten (10) business days of receipt by BUYER, BUYER will inspect and perform any necessary testing and immediately notify SELLER of any claim that the Product specifically provided by SELLER is defective. Failure to timely notify SELLER in writing within such time of any defects will constitute conclusive proof the Product delivered was accepted by BUYER and received without defects. If BUYER claims Product is defective, inoperative, or not within established specifications, a short sample of the item shall be forwarded to SELLER within ten (10) days after BUYER’S notification to SELLER of such defect for examination along with an explanation of the problem. Upon verification of the claim by SELLER, a return material authorization (RMA) will be issued to return the defective Product and any such RMA shall be valid for the earlier of three (3) months from date of issuance or physical return to Seller of the defective Product. All problems must first be verified by SELLER and no repair, replacement, credit or reimbursement shall be issue for problems arising from improper storage, mechanical damage (including shipping damage), misuse, improper installation, and/or use of materials other than intended and specified on purchase order. At SELLER’s sole option, SELLER may repair or replace nonconforming Product (at SELLER’s Option) or at SELLER’s election issue a credit to or reimbursement to the BUYER, not to exceed the amount paid to SELLER by BUYER for such Products, with respect to the Products for which the claim is made.

B. SELLER will not be responsible for any damage cause during shipment. It is the sole responsibility of BUYER to state in writing on the carrier’s freight receipt at time of delivery such damage and as soon as possible file any appropriate claims with the carrier for reimbursement. Any shortage must be stated in writing on the carrier’s freight receipt at time of delivery. A quantity variation of plus or minus ten percent (10%) shall be allowed unless otherwise specified on SELLER’s confirmation.

BUYER shall have no claim or right of return or rejection on account thereof. If any packaging, etc. is discovered missing, defective, damaged or tampered with upon delivery to BUYER at BUYER's designated delivery point or if the packaging exhibits defects or damage that could affect the quantity or quality of the Products delivered, this must be reported orally and in writing to both the delivery carrier and SELLERS within 24 hours (or earlier if required by the delivering carrier's contract or tariff) of receipt of the Products by BUYER. If BUYER fails to comply with this sub-section, SELLER reserves the right to deny the claim.

SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE PRODUCT PROVIDED BY SELLER OR FROM ANY OTHER CAUSE RELATING THERETO AND SELLER'S LIABILITY HEREUNDER, INCLUDING WITHOUT LIMITATION THE WARRANTY CONTAINED IN PARAGRAPH 3 THEREOF, IN ANY CASE, IS EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT (AT SELLER'S OPTION) OF PRODUCT NOT COMPLYING WITH THIS AGREEMENT OR, AT SELLER'S ELECTION, TO THE CREDITING OR REIMBURSEMENT OF BUYER WITH AN AMOUNT EQUAL TO THE PURCHASE PRICE OF SUCH PRODUCT.

5. SAFETY AND HEALTH COMMUNICATIONS

a. It is the ultimate responsibility of BUYER to ensure that the Product is suited and applicable to BUYER's specific application and for its proper and safe use, handling, storage, processing, and disposal.

B. BUYER expressly assumes all risk and liability, whether based in contract, tort or otherwise, in connection with the use of the Product.

6. LIABILITY AND INDEMNITY

BUYER assumes all responsibility and liability of SELLER for injury, loss or damage resulting from handling, storage, sale, processing, use or misuse of the Products after receiving the Products.

BUYER agrees to defend, hold harmless and indemnify SELLER, its officers, directors, shareholders, and employees against any claims based on any theory of legal liability (including strict liability, Products liability, negligence, gross negligence, breach of contract, etc.), for claims, suits, causes of action, damages, losses or expenses relating to any injury, disease or death of persons (including BUYER's officers, directors, shareholders, and employees), loss or damage to property (including BUYER's property) arising out of BUYER's (i) performance under this Agreement, (ii) negligence, (iii) gross negligence, (iv) willful misconduct or (v) acts and/or omissions of, or failure by BUYER to properly handle, store, process, sell or use the Products, arising out of the end use or application of the BUYER's Products or arising out of BUYER's failure to comply with this Agreement.

SELLER's entire liability to BUYER or any third party for all losses, injuries or damages from any cause whatsoever, shall be limited to BUYER's actual direct damages, not to exceed the amount paid to SELLER for the Products related to the claim or cause of action. In no event shall SELLER, its officers,

directors, shareholders, agents or employees be liable under or in connection with this agreement under any legal or equitable theory, including whether based upon negligence, strict or products liability, etc., for lost profits, or economic, special, incidental, consequential, exemplary or punitive damages.

7. FORCE MAJEURE

Except as to payments hereunder, a party shall be relieved from liability for nonperformance or delay in performance arising out of causes beyond its control, including strike, labor dispute or shortage, fire, Acts of God, floods, hurricanes, tornadoes, riot, war, terrorism, civil war, sabotage, acts of public enemy, governmental laws, regulations or requests, or breakdown, shutdown, failure, loss or damage to facilities, machinery, equipment or transportation means, failure or shortage of or inability to obtain materials, raw materials, energy, equipment or transportation at a commercially reasonable price. Written notice of a force majeure event and its anticipated duration must be given as soon as practicable. In no event shall SELLER be required to purchase Products, raw materials, energy or materials from others or a different source in order to deliver Products to BUYER.

8. CREDIT, PRICE, PAYMENT TERMS, DELIVERY, PRICE ADJUSTMENT, AND RETURNS

A. Unless otherwise agreed in writing: (i) all sales are FOB SELLER's dock with freight pre-paid or collect by BUYER; and (ii) title to the Products, and risk of loss passes from SELLER to BUYER when the Products are placed with the carrier.

B. Price for the Products sold hereunder are SELLER's prices as set forth on the invoice, plus all applicable freight, taxes, and governmental charges and deposits for reels and bobbins as set forth in paragraph 14 below. Orders are firm and not subject to cancellation or revision except with the written consent of SELLER. BUYER is responsible for all reasonable cancellation and restocking charges.

C. Notwithstanding anything to the contrary in this Agreement, if in SELLER's sole judgment the BUYER's financial responsibility or status is unsatisfactory, upon written notice to BUYER, SELLER reserves the right to: (i) offset or deduct any amounts due to BUYER; and/or (ii) require financial security from BUYER; and/or (iii) change the payment terms (including requiring cash payments); and/or (iv) stop shipments; and/or (v) reduce BUYER's available credit limit; and/or (vi) terminate this Agreement.

D. Any credit limit available to BUYER is at the sole discretion and determination of SELLER.

E. BUYER shall pay all invoices in full according to the Payment terms therein, without set-offs or deductions.

F. SELLER's prices(s) may be subject to change as may be announced in writing and implemented by SELLER on the stated effective date(s). In addition, SELLER reserves the right to assess additional charges in the event any component of SELLER's price for a Product significantly increases, i.e., imposition of taxes or assessments or other government

charges, raw materials, energy or other materials used in the Production of the Products.

G. All amounts not paid on the agreed terms shall bear interest at the rate of 1.5% per month, unless this rate exceeds the highest rate permitted by applicable state law, in which event the rate shall be at the highest rate permitted by such law.

H. The quantity, terms and requested delivery times for each shipment hereunder shall be set forth in BUYER's purchase order as acknowledged in writing by SELLER, subject to customary variances. No other terms and conditions set forth in BUYER's purchase order shall apply to the sale of Products hereunder or subsequent sales.

I. In connection with any return of Products by BUYER, a handling charge plus all freight charges, if not prepaid, will be charged to BUYER unless and to the extent such Products do meet the limited warranties contained herein.

J. BUYER SHALL REIMBURSE SELLER FOR ALL COLLECTION COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY SELLER IN COLLECTING ANY AMOUNTS OWED BY BUYER HEREUNDER.

K. Accounts not paid in full according to established credit terms shall be considered in default. The BUYER hereby grants SELLER a security interest in all Products in BUYER's possession from time to time which were purchased on account from SELLER and all proceeds resulting therefrom. SELLER may, at its discretion, reclaim the Products under lien or take any other action that may be permitted under law. Additionally, BUYER hereby grants SELLER a security interest in all accounts receivable which arise out of the sale of Products. BUYER shall furnish, upon demand by SELLER, copies of all invoices covering sales of such material. BUYER authorizes SELLER to file such UCC-1 financing statements covering such Products and accounts receivable as SELLER shall consider necessary.

L. Failure or refusal to accept delivery without just cause shall be a default by the customer.

M. A restocking charge of 20% of the Products value will be assessed for authorized returns of standard stock material, such restocking charge assessed value to be determined as either the invoiced price or the current market level, whichever is higher. Also, customer shall be solely responsible for return freight cost. Material furnished in cut lengths will not be subject to return which furnished per Buyer's requirements.

9. CONFIDENTIALITY

Neither party shall disclose, release or publish to any third party, whether orally or in writing, any terms and conditions of this Agreement, any discussions and negotiations between the parties relating to this Agreement, or any confidential and/or proprietary information protected by agreement between the parties, without the prior written consent of the other party.

**10. U.S. CUSTOMS AND BORDER PROTECTION/
BUREAU OF INDUSTRY AND SECURITY**

Notwithstanding anything to the contrary contained in this Agreement, if the Products purchased by BUYER are to be exported from the United States by BUYER, BUYER shall, for purposes of this Agreement, be the "Exporter of Record" as that term is used by U.S. Customs and Border Protection ("BCBP") or the Bureau of Industry and Security ("BIS"), or any other successor governmental agency, and BUYER shall comply with all rules and regulations (including those related to reporting, filing and record keeping) of BCBP and/or BIS.

11. DELIVERY/DURATION SCHEDULES

Shipping and completion schedules are based on typical manufacturing cycles and anticipated conditions prevailing at the time of receipt of BUYER purchase order and are premised upon prompt receipt of all information and approvals (if required) from BUYER. SELLER will make reasonable efforts to meet BUYER schedules, but BUYER acknowledges that delivery dates are approximate.

12. CHANGES

BUYER may order changes to the Products. Where any changes cause an adjustment in price or time of completion, SELLER shall not proceed with any change until there is an agreement upon an equitable adjustment to price and time of completion and a written change order/notice is received.

13. PATENTS

SELLER may, in the performance of this agreement, furnish or install equipment, components, materials and supplies which may be (a) standard commercial Products of SELLER; (b) purchases from other sources; (c) manufactured by or a repair method/process used by SELLER to meet the specific circumstances arising under this agreement; (d) manufactured by SELLER in accordance with the BUYER instructions or (e) supplied by BUYER. BUYER understands SELLER has made no investigation of the risks of possible patent infringement as to items in categories (b), (c), (d) and (e) above, and accordingly, BUYER agrees to release and hold SELLER harmless with respect to such risks.

**14. RETURNABLE REELS AND BOBBINS/
RETURNABLE PROPERTY**

Reels and bobbins (collectively "Reel" or "Reels") are often required for transportation and storage of Product. In the event SELLER supplies Reels in the transportation of Product to BUYER, REELS SHALL REMAIN SELLER'S PROPERTY SUBJECT TO THE PROVISIONS BELOW RELATING TO THE BUYER'S PURCHASE OF SUCH REELS. IF any of the following conditions are not timely met, the BUYER's non-compliance with the terms of this Agreement shall constitute an offer to purchase any Reel not returned in accordance with the conditions of this Agreement at a purchase price equal to (i) the deposit for such Reels as shown on SELLER'S invoice or (ii) SELLER'S published cost of any such Reel if no deposit was charged on such invoice.

1. Reel must be returned within sixty (60) days from specified date on invoice
2. Reels must be returned without "exceptional damage", defined as damage which renders the Reel unusable through abuse, unauthorized modifications or other

means. The condition of the Reel is at the sole discretion and determination of SELLER.

3. BUYER must give SELLER, within such 60-day period, prompt notification of Reels BUYER intends to return. Notification must specify: (a) original consignee; (b) date shipped; (c) charge invoice number and (d) serial numbers of Reels to be returned.
4. No Reels shall be returned without prior consent from SELLER. Upon receipt of return notification, SELLER will provide complete shipping instructions. SELLER shall accept returned Reels provided all of the conditions of this Section 14 are complied with by BUYER. SELLER'S providing such shipping instructions shall evidence SELLER'S consent to the return of the Reels.

ALL REELS SO PURCHASED ARE PURCHASED AS IS AND WHERE IS AND WITH ALL FAULTS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No credit shall be issued for Reels returned that are not SELLER'S Reels and in such cases SELLER may return said Reels to BUYER at BUYER'S sole cost and expense.

If the BUYER does not comply with all of the conditions as outlined above, BUYER's non-compliance shall constitute an offer to purchase the Reels at the aforesaid price and such offer shall be considered accepted unless Seller timely rejects the same. Unless SELLER rejects the same by notification to BUYER within ten (10) days after the Reels were to have been returned by BUYER, BUYER shall pay SELLER the associated charge for each Reel not returned in compliance with the conditions as stated above.

BUYER'S return of Reels that are not SELLER'S Reels shall not satisfy the conditions above and in such cases, SELLER may return said Reels to BUYER at BUYER'S sole cost and expense.

BUYER shall be responsible to SELLER for any and all collection and/or return costs and reasonable costs of collection arising out of this provision, including without limitation attorney's fees. Charges incurred over and above the least-cost mode of return (as determined by SELLER), or unauthorized return shipment, will be charged to the BUYER.

15. OTHER

A. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreements and understandings, whether oral or written, with regard to the subject matter contained herein. The terms and conditions of this Agreement will govern and prevail over any purchase orders, shipping orders delivery orders, e-commerce or electronic terms and conditions or other writing between the parties ("documents") and such documents shall be null and void. This Agreement may not be amended or modified except by written instrument executed by each party.

B. No waiver by either party of any obligation, performance, breach or default hereunder or of its failure to enforce any of the provisions of this Agreement shall limit or waive the right of such party to enforce this Agreement and compel strict compliance with each and every provision.

C. Any action against SELLER under this Agreement or related to its subject matter must be brought within one (1) year after delivery of the Product that gave rise to such action. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut. Without limiting the foregoing in any way, the United Nations convention on contracts for the international sale of goods, and the UNIDROIT principles of international commercial contracts shall not apply to or govern this Agreement. The parties agree to the jurisdiction and venue of the state and federal courts located in Hartford, Connecticut.

D. Except as set forth in 8J, in the event of a dispute between the parties arising out of this Agreement, the prevailing party in the resolution of such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all attorney's fees, costs and expenses incurred in connection therewith, including costs of court, against the non-prevailing party.

E. BUYER shall not assign or transfer this Agreement without the prior written consent of SELLER. This Agreement shall be binding upon BUYER'S successors and permitted assigns.

F. BUYER will cause BUYER to abide by the terms in this Agreement.

G. The obligations hereunder survive the termination of this Agreement.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY STATUTE, ORDINANCE, JUDGMENT OR RULE OF LAW TO THE CONTRARY OR ANY OTHER PROVISION IN ANY AGREEMENT BETWEEN SELLER AND THE BUYER, AND REGARDLESS OF THE FORM OF ACTION OF THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY, INDEMNITY OR OTHERWISE:

NEITHER SELLER NOR ANY OF ITS SHAREHOLDERS, PARTNERS, MEMBER, AGENTS, SUBCONTRACTORS OF ANY TIER, VENDORS, DIRECTORS, OFFICERS OR EMPLOYEES SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL, OR INDIRECT LOSS OF DAMAGE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF A POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER, OR FUEL COST DIFFERENTIAL ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR EXPENSE ARISING FROM ITS FAILURE TO DISCOVER OR REPAIR LATENT DEFECTS OR DEFECTS INHERENT IN THE DESIGN OF PRODUCTS,

UNLESS SUCH DISCOVERY, REPAIR AND THE MEANS TO EFFECT SUCH ARE SPECIFIED IN THE SERVICE.

SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR EXPENSE ARISING FROM ANY ADVICE, RECOMMENDATIONS, OR ASSISTANCE PROVIDED TO THE BUYER, BUT NOT REQUIRED BY THIS AGREEMENT: AND SELLER'S MAXIMUM LIABILITY WITH RESPECT TO THE SERVICED AND THIS AGREEMENT SHALL NOT EXCEED THE AGREEMENT PRICE.

17. NOTICES

Unless otherwise requested by either party, all notices required or permitted under this agreement must be made in writing and sent to SELLER and BUYER at their respective addresses by Certified Mail, Return Receipt Requested, nationally recognized overnight delivery service, or authenticated electronic means.

18. SERVABILITY

If any part of this Agreement is found to be unenforceable, the Agreement will be considered divisible as to such part with the remainder of the agreement remaining as valid and binding as through such part were not included in the agreement.

19. CONSIGNED GOODS

SELLER and BUYER acknowledge that certain Products may be provided by SELLER to BUYER on consignment. With respect to such consigned products, BUYER acknowledges that during the period of consignment BUYER has no rights in such Products and all of such Products remains the exclusive property of SELLER. BUYER will maintain such consigned Products in a safe, secure and weathertight environment. BUYER consents to SELLER filing such UCC-1 financing statements as SELLER shall require to protect SELLER's title to such consigned Products. With respect the time frames set forth in Sections 3 and 4 above, such time frames shall commence upon the sooner of (i) removal by BUYER of any Product from such consignment or (ii) the termination, as to any Product, of such consignment, which shall in all cases be on the forty-fifth (45th) day after receipt of Products by BUYER unless a shorter period is specified by SELLER.