

GENERAL TERMS OF PURCHASE

1. DEFINITIONS.

- 1.1. "Buyer" means the Anixter entity specified in the Order.
- 1.2. "Customer" means any Buyer's or its affiliates' customer and any end user, of the Products and/or Services.
- 1.3. "Order" means any order placed or purchase order issued by Buyer for the purchase of Products and/or Services.
- 1.4. "Products" means those products described or specified in the Order.
- 1.5. "Seller" means the person, firm or company named in the Order.
- 1.6. "Services" means those services described or specified in the Order.
- 1.7. "Special Terms" means any additional terms set forth in the Order.
- 1.8. "Terms" means these general terms of purchase and the Special Terms.

2. **TERMS.** These Terms govern all Orders placed by Buyer to Seller for the purchase of Products and/or Services. Each Order is an offer by Buyer to purchase Products and/or Services from Seller. All previous offers from Seller are hereby rejected. As an offer, each Order expressly limits acceptance to these Terms, and Buyer expressly objects to any different or inconsistent terms, terms contained in or referred to in Seller's quotation, order acceptance, correspondence or elsewhere, implied by trade custom or practice or course of dealing or any additional terms in any response from the Seller. No other condition shall apply to the Terms except as explicitly agreed by Buyer in writing. Products supplied or Services performed prior to the Order being placed or acknowledged by Seller are subject to these Terms. The Order is deemed accepted as is by Seller upon the first of the following to occur: (i) Seller's verbal or written acceptance of the Order; (ii) any performance by Seller pursuant to the Order; or (iii) the passage of two business days after Seller's receipt of the Order without written notice to Buyer that Seller explicitly does not accept the Order. In the event of a conflict, the Special Terms shall prevail over these general terms of purchase.

3. PRICE.

- 3.1. The price of the Products and Services shall be stated in the Order or if no price is stated the price shall be the lowest price currently quoted or charged at the date of the Order by Seller for the same or commercially similar products, but not higher than the price last quoted by Seller to Buyer. Unless otherwise agreed in writing, the price shall be:
 - 3.1.1. exclusive of amounts in respect of any applicable value added tax (VAT) or goods and services tax (GST) (which shall be payable by Buyer at the prevailing rate, subject to receipt of a valid VAT or GST invoice), and
 - 3.1.2. a fixed price inclusive of all charges for disposable packing, costs associated with returnable packing and/or containers, carriage, delivery, insurance and all other charges, and no price escalation is allowed even if the purpose for which the Products and/or Services were purchased is delayed.
- 3.2. Buyer may set off against the price any amounts due from Seller whether in the Order or otherwise.
- 3.3. Buyer may deduct damages for breach of warranty or of any other provision of these Terms from amounts due to Seller on any invoice, whether or not such invoice relates to the transaction occasioning the breach.
- 3.4. Buyer shall be entitled to a bulk purchase or volume of purchase discount customarily granted by Seller.
- 3.5. Where off-loading is required, the price shall include Seller providing any special equipment to ensure delivery to the place directed by Buyer.

4. **PAYMENT.** Unless otherwise specified in the Order, Buyer shall pay for Products and/or Services within 90 days of: (i) Buyer's receipt of the Products and/or completion of the Service; and (ii) the date when the Seller's undisputed complete and correct invoice for such Products and/or Service is received by Buyer; provided are consistent with the Order. Buyer shall have the right to withhold payment until Seller provides original proof of Product and/or Services delivery on direct shipments to Customer, where applicable, and, when requested by Buyer, Product manufacturing and/or testing certifications for any

shipments. Buyer may withhold or deduct any tax, levy, impost, duty, charge or fee that it is required to withhold or deduct by law.

5. **CHANGE.** Buyer shall have the right to modify, change, or cancel all or any part or item of the Order (including, but not limited to, design specifications (if the Products to be furnished hereunder are to be specifically manufactured in accordance with Buyer's design specifications), packing, destination, delivery schedule or quantity) before delivery of the Products and/or Services, without any cost or liability to Buyer. If such changes cause an increase or decrease in Seller's cost of performance hereunder or in the time required for performance, an equitable adjustment shall be negotiated promptly and the Order shall be modified in writing accordingly. Any claim by Seller to an adjustment in the purchase price or delivery date(s) due to such change must be asserted by Seller to Buyer in writing within two business days from Buyer's issuance of such revised Order; otherwise Seller waives its right to such an adjustment. After receipt of Seller's claim for an adjustment, Buyer may cancel all or part of the Order, without liability to Seller. The restocking fee and freight coverage constitute Seller's sole remedy for cancellation of shipped Products. Notwithstanding the foregoing, if Seller is aware that the Order is for Products intended for a project identified by Seller to Buyer, and the Customer identified by Seller fails to take delivery of or returns the Products to Buyer, Buyer has the right to return all refused Products to Seller without a restocking charge or any liability for shipping charges incurred in returning the Products to Seller.

6. DRAWINGS. INSPECTION. RECALL.

- 6.1. Seller shall be fully responsible for the accuracy and completeness of all instructions, data, specifications, drawings and information supplied to Buyer whether or not approved by Buyer upon which it is agreed by Buyer in writing that the Seller can rely unless such inaccuracies or omissions were solely due to instructions, data, specifications, drawings or information supplied by Buyer.
- 6.2. All Products and Services shall be subject to inspection and test by Buyer or Customer to the extent practicable at all times and places. The exercise of this right of inspection and test, however, shall in no way relieve Seller of its obligations to furnish all Products and Services in strict accordance with this Order. Each Product and Service ordered will be subject to final inspection and acceptance by Buyer or Customer notwithstanding that title may have passed to Buyer, that Buyer may have made a pre payment or that Buyer may have performed some type of source inspection. Buyer reserves the right to reject any Product or Service, which is defective in material or workmanship or does not conform to drawings, specifications or samples at Seller's risk and expense. Delivery of defective or nonconforming Products and/or Services shall not be deemed to satisfy the delivery schedule required herein nor shall acceptance of any Products and/or Services be deemed to alter the obligation of Seller or the rights of Buyer under these Terms. Furthermore, Buyer and Customer will be entitled to inspect and test the Products during manufacture or storage and to assess progress towards meeting the delivery date. In addition, Seller shall if requested by Buyer give Buyer reasonable notice of all tests and Buyer shall be entitled to be represented at such tests.
- 6.3. Seller will timely provide all test reports, drawings, start up service and other engineering service required by Customer, upon request. Seller shall also maintain complete and accurate records relating to: (i) certified test reports shall be maintained by Seller against Buyer's Order number for a period of ten (10) years from date of delivery; and (ii) records of the time spent and materials used by Seller in providing the Services for a period of six (6) years from completion of the Services. Tests should be performed to the relevant governing specifications or variations as specified in the Order. Upon Buyer's written request, Seller shall allow Buyer or its designated representative to inspect and make copies of such reports and records and interview Seller personnel in connection with the provision of the Products or Services.
- 6.4. Standard Products are manufactured in accordance with Seller's specifications. Seller will notify Buyer in writing 90 days in advance of implementing any change to a standard Product's specifications or 120 days in advance for Product obsolescence.

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- Furthermore, such change shall be implemented after the notification period in the notice has lapsed. In the event of Product obsolescence, Buyer shall have the right to return such Product at Seller's expense and receive a purchase price credit. Non-standard Products are manufactured in accordance with the specifications provided by Buyer or Customer. Seller acknowledges and agrees that it cannot implement any changes to non-standard Product's specifications without Buyer's prior written approval.
- 6.5. Upon written request, Seller shall timely provide Buyer: (i) monthly reports detailing orders and their fulfillment status; (ii) periodic training and support for the Products, and Services as well as assistance with the sale of the Products and Services to Customer free of charge; and (iii) a copy of its business continuity plan (BCP) and disaster recovery plan (DRP) that includes at a minimum: (A) a description of the scenarios the BCP/DRP can support (e.g. loss of facilities, key people, pandemic, systems, vital records, internal/external dependencies); and (B) a description of the process to restore operations to the original site to resume full service capabilities. Seller will also be required to document operational issues and initiatives as well and include status or solutions to resolve.
- 6.6. Buyer has the right to rotate stock once every calendar quarter by returning any Products in its inventory to Seller. Inventory returned under this Section must be undamaged and in a resalable condition. Seller shall bear all shipping costs relating to the rotation of Products.
- 6.7. If any Product purchased from Seller is the subject of a recall, safety notice or other corrective action plan (collectively, "Recall"), whether initiated by Seller, Buyer, or a government entity, Seller shall be responsible for any and all costs, expenses and damages associated with the Recall ("Recall Costs"). Recall Costs include, but are not limited to, repairs, replacements, reimbursements, transportation costs, costs involved with the removal of any Products subject to a Recall, repairs associated with such Recall, return of such Products, delivery, and installation of Products that replace the Recalled Products, and all other associated costs and expenses, including all expenses, damages and losses incurred by Buyer and Customer in connection with such Recall. Seller shall immediately notify Buyer of any investigation or inquiry initiated by a government agency relating to any Recall, and take the appropriate steps to resolve the matter without exposing Buyer and Customer to any liability, damages or risk.
7. **BUYER'S PROPERTY.** All patterns, dyes, molds, tooling, plans, drawings, specifications, samples and other materials or equipment supplied by Buyer to the Seller or prepared or obtained by the Seller for and at the cost of Buyer shall be the property of Buyer and shall be labeled and identified accordingly. The Seller shall maintain all such items in good order and working condition (fair wear and tear expected). The Seller shall at its own cost return all such items to Buyer upon demand in good order and working condition. Should the Seller fail to return the items, Buyer may (without prejudice to any other rights it may have) withhold payment of monies due to the Seller under the Order to the value of the items until return of the items. The Seller shall not use such items nor shall it permit any other person to use such items for or in connection with any purpose other than pursuant to this Order unless authorized in writing by Buyer.
8. **DELIVERY.** Seller acknowledges that time is and shall remain of the essence with respect to Seller's obligations hereunder and the timely delivery of the Products and Services, including all quantities, performance dates, timetables, project milestones and other requirements in the Order. Seller's failure to meet any delivery date shall constitute a material breach of these Terms. Seller shall deliver the Products and/or Services ordered by Buyer on or before the close of business on the delivery date specified on the applicable Order or according to the schedule thereon stated. If no delivery date is specified, Seller shall deliver the Products within a reasonable timeframe from Seller's receipt of the Order. If Seller cannot comply with the delivery date specified in the Order, Seller shall immediately notify Buyer, but in no event, later than two business days from receipt of such Order. Buyer may then, at its sole discretion either: (i) request a new delivery date; (ii) request partial shipment of the available Products; or (iii) cancel all or any part of the Order without any penalty or liability. Seller will, at no additional cost to Buyer, then employ accelerated measures such as expedite fees, premium transportation costs, or overtime required to meet the specified delivery schedule or minimizing the lateness of deliveries. If Seller fails to deliver the Products or complete the Services in accordance with the Order, in each case by the applicable delivery or completion date, (a) Seller shall be responsible for any losses, claims, damages (including, but not limited to, liquidated damages), and reasonable costs and expenses incurred by Buyer and attributable to Seller's failure to deliver the Products or provide the Services by the delivery date, and (b) Buyer may seek any other remedies it may have under this Order, at equity or at law.
9. **PACKING.** Products shall be properly and securely packed in accordance with the packing instructions specified in the Order or, if none are specified, the industry standard. Unless otherwise agreed by Buyer in writing, Seller will provide all cases and packing material free of charge. Without prejudice to Buyer's right of rejection and/or cancellation, damage to Products not properly or securely packed will be charged to Seller.
10. **SHIPMENT.** All Products will be shipped in accordance with the delivery terms stated on the Order as may be more particularly described in the Buyer's Routing Guide (www.anixter.com/routingguide). If no delivery terms are stated on the Order, the shipment will be made DDP (Incoterms 2010) destination. Seller shall comply with Buyer's Routing Guide. Non-compliance may result in additional freight costs and service fees at Seller's expense. Each invoice for shipping charges shall contain the original or a copy of the shipping bill indicating that the payment for shipping has been made. Title to the Products shall pass to Buyer upon the earlier of (i) payment or (ii) delivery in accordance with the applicable delivery term. Seller shall suitably pack or otherwise prepare the Products for shipment so as to secure the lowest transportation rates and to meet the carrier's requirements. No charges will be allowed for such packing or preparation unless otherwise stated on the Order. Buyer shall not be liable, nor obligated to pay for Products shipped until received at the delivery location indicated by Buyer in the Order and in good condition. Buyer shall have the right to determine the "good" condition of the Products or parts by reserving the right to inspect the Products at the time and place of delivery before accepting them. Buyer assumes no liability for material produced, processed or shipped in excess of the amount specified in the Order and shall have the right to refuse or return at Seller's risk and expense shipments made in excess of the quantities contained herein or in advance of delivery schedule. Buyer's return shipment to Seller of any of the following products shall be at Seller's own risk and expense, including, without limitation, transportation and insurance charges: (i) Products that do not meet the warranties specified herein; (ii) Products which are not accepted by Buyer; (iii) Products which constitute over-shipments or early shipments by Seller; and/or (iv) Seller's shipment to Buyer of all replacement and reworked Products to replace nonconforming Products (transportation and insurance charges for replacement or reworked products shall include round trip shipment).
11. **WARRANTY.**
- 11.1. Seller warrants that the Products shall:
- 11.1.1. conform as to quantity, quality and description with the Order;
- 11.1.2. conform to any specification, drawing or sample specified in the Order and in Seller's Product documentation;
- 11.1.3. be of new manufacture and free from defects in material, workmanship, and design;
- 11.1.4. be capable of any standard of performance specified in the Order and in Seller's Product documentation;
- 11.1.5. be suitable for the purpose intended;
- 11.1.6. not be counterfeit;
- 11.1.7. be free and clear of all liens and encumbrances;
- 11.1.8. be free from hydrogen embrittlement and/or hydrogen degradation whether submitted to electro-plating or phosphating or otherwise;

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- 11.1.9. not include (directly or indirectly) any software that is open source, public-source, or freeware, except as expressly disclosed in writing by Supplier to Buyer. Seller is and shall continue to be in full compliance with the terms of all licenses relating to any software which is incorporated into or required for the operation of any of the Products; and
- 11.1.10. comply with all other warranties implied by applicable law.
- 11.2. If Buyer gives Seller notice of noncompliance pursuant to this Section 11, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Products, or at Buyer's sole discretion shall fully refund Buyer for such defective Products and pay for all related costs and expenses. Return of all defective or nonconforming Products by Buyer or Customer to Seller and shipping of repaired or replacement Products back to a designated location shall be at Seller's expense including, but not limited to: (i) all transportation related charges; and (ii) any expenses and penalties incurred by Buyer in recalling such Products or articles containing such Products which have been delivered to Customer. Seller shall repair units that are out of the warranty period for actual cost of repairs, subject to a maximum amount of fifty percent (50%) of current suggested list price. Seller shall maintain this repair service for Customer for a period of at least two (2) years after expiration of the warranty period. Should Seller fail to repair or replace any Product in accordance with the terms of this warranty, or if immediate replacement or work is necessary to maintain operations or avoid loss of life, Buyer shall have the right to cause such replacement to be made, utilizing its own forces and/or those of third parties as Buyer shall reasonably deem appropriate, at Seller's expense.
- 11.3. Seller represents and warrants that any Services provided for the Order shall be performed in a timely and professional manner by qualified and suitable personnel with adequate resources to meet the obligations in the Order pursuant to Buyer's specifications, published documentation, industry standards and applicable laws and regulations. Services shall be deemed non-conforming if Seller, in Buyer's sole discretion, fails to comply in any material respect with Buyer's specifications, published documentation, or industry standards. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly re-perform the non-conforming Service. Should Seller fail to re-perform any Service in accordance with the terms of this warranty, or if immediate rework is necessary to maintain operations or avoid a loss of life, Buyer shall have the right to cause such rework to be made, utilizing its own forces and/or those of third parties as Buyer shall reasonably deem appropriate, at Seller's expense. Furthermore, Seller shall procure and maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services.
- 11.4. The warranties in Sections 11.1, 11.2 and 11.3 shall run to Buyer and Customer, and shall continue in full force and effect for the longer of: (i) two (2) years from delivery of the Products to Customer (or from completion of the warranty repair for nonconforming Products); (ii) the standard warranty period provided by Seller for the Products; (iii) the period specified in the Special Terms; or (iv) the mutually agreed upon period. Seller shall not be relieved of such warranties by delivery, Buyer's inspection and acceptance of, or payment for the Products and/or Services. Seller shall obtain and assign to Buyer, its assigns and each successive Customer the warranties provided by the manufacturers or suppliers of material or equipment incorporated into the Products, and shall perform its responsibilities so that such warranties remain in full force and effect.
- 11.5. The warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Products and/or Services with the foregoing warranties.
- 11.6. Seller represents and warrants that it has the authority and right to sell and/or license the Products to Buyer, and grants Buyer the authority and right to resell such Products to third parties via those channels Buyer, at its sole discretion, deems necessary. Seller shall indemnify and hold Buyer harmless for any breach of these representations and/or warranties.
- 11.7. In the event a Customer directly provides notice to Seller of noncompliance pursuant to this Section 11 or of any other issue or matter related to the Products and/or Services, Seller shall immediately notify Buyer of such notice, and engage Buyer on any and all discussions and actions to be taken with such Customer.
- 12. COMPLIANCE WITH LAWS.**
- 12.1. Seller, as well as all Products and Services provided to Buyer and Customer, shall, comply with all applicable laws, rules, orders regulations, regulatory requirements and codes of practice in connection with its obligations under the Order and these Terms. In particular, without limitation, Seller shall comply with all applicable laws, rules, orders, regulations, regulatory requirements and codes of practice (as amended from time to time) relating to:
- 12.1.1. taxation, data privacy (including without limitation the General Data Protection Regulation (EU) 2016/679), exchange controls, anti-trust, anti-money laundering, trade sanctions, financial sanctions and criminal matters which are applicable to Seller, its group, or to their respective parent companies, or to their respective affiliates;
- 12.1.2. imports, exports, customs, safety and environmental protection laws, including, without limitation, Regulation (EC) No 765/2008, Regulation (EU) No 305/2011 Regulation (EC) No 1907/2006 (REACH); EU Directive 2011/65/EC (RoHS 2 Directive); and EU Directive 2002/96/EC on Waste Electrical and Electronic Equipment (WEEE Directive), as amended; EU Directive 94/62/EC of 20 December 1994 on Packaging and Packaging Waste, as amended. In relation to WEEE Directive, Seller warrants and represents that it is registered in all EU countries as "producer" or has appointed an authorized representative and agrees, at its sole expense, to assume all responsibility under WEEE Directive including, but not limited to take back and disposal of Products upon request from the Buyer or Customer. In relation to REACH, if Seller resides outside EU, it shall appoint an EU agent, an Only Representative, to fulfil all obligations under REACH including its registration obligations, so that Buyer shall not be an importer of the Products; and
- 12.1.3. anti-human trafficking, anti-slavery, anti-bribery and anti-corruption, including, but not limited, to the UK Modern Slavery Act 2015, US Foreign Corrupt Practices Act 1977 the UK Bribery Act 2010 and will not engage in any activity, practice or conduct which would constitute an offence under such laws. In addition, Seller acknowledges that it has read and agrees to comply with Buyer's Supplier Code of Conduct available on Buyer's website www.anixter.com/SupplierCode, as amended from time to time.
- 12.2. Seller warrants that each Product shall be manufactured, packaged, tagged and labelled in strict compliance with, and all Product literature shall be complete, accurate and strictly comply with, all applicable laws, rules, orders, regulations, regulatory requirements and codes of practice. Within 2 days after receipt of the Order, Seller shall provide Buyer with a written list of all hazardous or toxic substances (as those terms are defined by any applicable laws) contained in any Products identified in the Order. At the time of delivery, Seller shall identify in an MSDS or other written statement all hazardous or toxic substances (as those terms are defined in any applicable laws) contained in any Product, to the extent required by applicable laws. With the exception of such hazardous or toxic substances so identified, Seller warrants that at the time of delivery by Seller to Buyer each Product shall contain no hazardous or toxic substances. Seller will furnish to Buyer any information required to enable Buyer to comply with applicable laws, rules, orders and regulations related to the Order and these Terms, including without limitation any certification or questionnaire regarding non-existence of any particular hazardous or toxic substance in the Products.
- 12.3. Seller shall comply with all applicable Federal Acquisition Regulations (FARs) and Executive Orders, including, without limitation, those contained at www.anixter.com/FAR, as amended from time to time.
- 12.4. Seller shall and shall ensure that its subcontractors and associated persons (within the meaning of section 44 of the Criminal

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Finances Act 2017 (CPA)) (a) not engage in any activity, practice or conduct which would constitute either (i) a UK tax evasion facilitation offence under section 45(1) of the CPA; or (ii) a foreign tax evasion facilitation offence under section 46(1) of the CPA; and (b) promptly report to Buyer any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the CPA.

12.5. In the event Buyer suspects that Seller is in breach of this Section 12, Seller will permit Buyer or its professional advisors immediate access to Seller's premises, books and records in order for Buyer or its professional advisors to audit and take copies of Seller's books and records and to meet the Seller's personnel to check compliance with this Section.

13. INDEMNITY.

13.1. Notwithstanding anything contrary in these Terms, Seller shall protect, defend, hold harmless and indemnify Buyer and its directors, affiliates, employees, agents, and Customer (each, an "Indemnitee") from and against any and all claims, actions, liabilities, losses, deficiencies, costs, damages, judgments, interest, awards, penalties, fines and expenses (including reasonable attorneys' and professional fees and costs, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers) brought against or suffered by such Indemnitee in connection with the Order or the Indemnitee's use, sale, offer for sale, distribution or possession of the Products and/or Services and arising out of:

13.1.1. any actual or alleged defect in the Products or Services, including but not limited to, a breach or alleged breach of warranty under Section 11;

13.1.2. Seller's acts or omissions in the performance of the Order;

13.1.3. any actual or alleged violation by Seller, its agents, or by any Products or Services of any laws, statutes, ordinances, or any governmental administrative order, rule or regulations of any kind;

13.1.4. any actual or alleged infringement or misappropriation of a patent, copyright, trade secret or any other intellectual property right of any third party by Seller, its agents, or by any Products and/or Services (for purposes of clarity, an allegation of infringement or misappropriation of the Products and/or Services in claim or action will trigger this provision); and/or

13.1.5. any disputes involving promotional or advertising matters, fixtures, displays, guarantees, representations, warranties, labels, and/or instructions, verbal or otherwise, furnished and/or approved by Seller.

13.2. If Seller fails to assume its defense and indemnity obligations hereunder within 10 days from written notice by Buyer, Buyer has the right, but not the obligation, to proceed with its own defense (which shall include the right to settle such underlying claim or action), and Seller will reimburse and indemnify Buyer for any and all losses, settlement amounts, costs, and expenses (including reasonable attorneys' fees and expenses) incurred by Buyer in connection with such matter. To the extent an action or a claim is made against Buyer alleging infringement by multiple parties and their respective products and/or services including Seller and its Products and/or Services, Seller will pay its proportionate share of any losses, settlement amounts, costs and expenses (including reasonable attorneys' fees and expenses) as reasonably determined by Buyer. Buyer may set off Seller's proportionate share of all such losses, settlement amounts, costs, and expenses (including reasonable attorneys' fees and expenses) against any amounts due to Seller.

13.3. Upon written notice to Buyer, Seller shall have the right to enter into a settlement with the party who brought a claim or action against Buyer as contemplated above; provided, (i) as part of such settlement, Seller must obtain Buyer's prior written consent, (ii) a full release in favor of Buyer in such form satisfactory to Buyer, and (ii) Seller shall remain liable for its proportionate share of any costs and expenses (including reasonable attorneys' fees and expenses) incurred by Buyer up to the date of settlement. With respect to the foregoing indemnity obligations, Seller waives any statutory limitation of liability to which it may otherwise be entitled under workers' compensation or similar statutes.

14. **INSURANCE.** Seller shall procure and maintain, at its sole expense, the insurance policy(ies) set forth in the Buyer's Supplier

Insurance Guide published www.anixter.com/supplierinsurance, as amended from time to time.

15. **CONFIDENTIALITY.** These Terms and the Order contain confidential information, and each party shall strictly protect the confidentiality hereof, shall not disclose the confidential information to any third party without prior written approval of the disclosing party, and shall protect the confidential information with the same degree of care as receiving party normally uses in the protection of its own confidential information, but in no case with any less degree than reasonable care. The receiving party shall restrict internal disclosure of confidential information to its employees with a need-to-know such information and advise such employees of the obligations assumed hereunder. Information on the Order, including any information identifying Customer, is furnished to Seller by Buyer on the understanding that Seller has the right to only use that information for the purposes of fulfilling such Order. If Buyer makes Seller aware of an opportunity with a Customer, verbally or in writing, Seller shall provide the Products and/or Services for such opportunity only through Buyer, and is prohibited from pursuing or servicing such opportunity through another distributor, a third party, or directly in competition with Buyer, without Buyer's prior written approval.

16. **LAW. VENUE.** These Terms (including non-contractual matters) are governed, interpreted, and construed according to the laws of England and Wales. If any legal proceedings are brought by a third party against Buyer in any court relating to Products and/or Services which are the subject-matter of an Order, then subject to the procedural rules of such court, Buyer may at its option join Seller in such proceedings for the purpose of resolving any dispute arising out of or in connection with this Order, including any question regarding its existence, validity, interpretation or termination and any non-contractual claim, and Seller irrevocably agrees to submit to the exclusive jurisdiction of such court over any such dispute. Subject to the foregoing, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with an Order or any contract subject to these Terms including its subject matter or formation. Notwithstanding the foregoing, if a dispute arises between Seller and Buyer, Seller shall continue to provide Products and Services to Buyer pursuant to Buyer's pending and subsequent Orders, and shall not suspend shipments of Products or providing Services during the pendency of such dispute.

17. **GENERAL.** No amendments, modifications, waivers, rescission, or termination of these Terms can be made through the parties' course of dealings and no such change can be made except in a single writing signed by the parties hereto. Failure by Buyer to exercise any right or remedy under these Terms will not be deemed a waiver of such right or remedy unless in writing signed by Buyer, nor shall any waiver be implied from the acceptance of any payment. No waiver by Buyer of any right shall extend to or affect any other right, nor shall a waiver by Buyer of any breach extend to any subsequent similar or dissimilar breach. These Terms shall be for the benefit of the parties and not for the benefit of any other person. Seller may not assign the Order without the express written approval of Buyer. Any provision of these Terms that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions of these Terms will remain in full force and effect. Neither party will make any public announcements regarding these Terms without the other party's prior written consent as to nature, content, and timing. Any notice given under these Terms shall be in writing and sent to the party's address set out in the Order. Buyer may set-off any amount due from Seller to Buyer, whether or not under these Terms, from any amounts due to Seller under the Order or these Terms. The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Any section of these Terms which by their nature should survive after the fulfilment of the Order or termination of these Terms shall survive such fulfilment or termination.