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Carlisle Interconnect Technologies Company does not collect personal information about individual users except when individuals specifically provide such information on a voluntary basis. For example, if you communicate your First and Last name, physical address, telephone number and e-mail you are voluntarily providing us with this information. If you fill out a user profile form you are voluntarily providing us with the information you enter. Any personal information that you may share with us that help's this site function or assists us in fulfilling your request or order is kept absolutely private. Neither your name nor anything about you is sold or shared with any other non-affiliated company or agency.

Under certain circumstances, the disclosure of your personal information without prior notice to you may be required by law or court order or requested by governmental authorities, for example in connection with law enforcement activities or in response to a subpoena. Except in such circumstances, personally identifiable information on individual users will not be given, sold or otherwise transferred to unaffiliated third parties without the approval of the user at the time of collection.

At any point your personal information may be changed by e-mail to info@tensolite.com, or by contact Carlisle Interconnect Technologies Company at, 100 Tensolite Drive St. Augustine, FL 32092

The foregoing policy was amended effective as of October 1, 2007. Carlisle Interconnect Technologies Company reserves the right to change this policy at any time by notifying users of the existence of a new privacy statement via electronic means. This statement and the policies outlined herein are not intended to and do not create any contractual or other legal rights in or on behalf of any party.

Legal Disclaimer

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Carlisle Interconnect Technologies Company reserves the right to update the content published on Carlisle Interconnect Technologies Company web site at any time, for any reason, without notice. Additionally, Carlisle Interconnect Technologies Company shall have the right to revise these Terms of Use at any time by updating this posting on Carlisle Interconnect Technologies Company Web site. By using Carlisle Interconnect Technologies Company Web site, you agree to be bound by any such revisions and should therefore periodically visit Carlisle Interconnect Technologies Company web site to determine the then-current Terms of Use to which you are bound.

TERMS OF SALE

1. **SCOPE:** The terms and conditions of sale contained herein apply to all quotations made and purchase orders entered into by Carlisle Interconnect Technologies Inc., hereinafter ("Seller"). Therefore, acceptance of the Buyer's order is made only on the express understanding and conditions that insofar as the terms and conditions of this acceptance conflict with any terms and conditions of the Buyer's order, the terms and conditions of this acceptance shall govern, irrespective of whether the Buyer accepts these conditions by a written acknowledgment, by implication, or acceptance and payment of goods ordered hereunder. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions of this acceptance. No change in terms and conditions of sale contained herein shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller.

2. **TERMS OF PAYMENT:** Unless otherwise expressly provided herein, payments are net 30 days after date of Seller's invoice. Seller reserves the right at any time to suspend credit or to change credit terms provided herein, when in its sole opinion the financial condition of Buyer so warrants. In such case, in addition to any other remedies herein or by law provided cash payment or satisfactory security from Buyer may be required by Seller before shipment, or the due date of payment by Buyer under any contract or order with Seller may

be accelerated by Seller. Failure to pay invoices at maturity date makes all subsequent invoices immediately due and payable, irrespective of terms, and Seller may terminate work and/or withhold all subsequent deliveries until the full account is settled. Interest will be charged on past due accounts at the rate of 1.5% per month.

3. TITLE - F.O.B. POINT: All sales are made F.O.B. point of shipment. In the absence of written agreement to the contrary, the means of packaging, shipment, or delivery of goods shall be at the discretion of Seller. Title passes to Buyer upon payment of the full purchase price by Buyer. Buyer assumes all risk for loss or damage upon delivery by Seller of goods to carrier in good condition at F.O.B. point. Buyer shall be responsible for making claim against carriers for any loss, and for any damage, visible or concealed to goods while in transit. Any such loss or damage shall not relieve Buyer of any obligations hereunder.

4. WARRANTY: Seller undertakes that products sold hereunder to Buyer shall be free from defects in material and workmanship and shall conform to specifications. No other express warranty is given and no affirmation of the seller by words or action shall constitute a warranty. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The remedies of the buyer and seller provided in this agreement are the exclusive and sole remedies of the parties. Upon receipt of written authorization and definite shipping instructions from Seller, Buyer shall return all defective material, or material not conforming to specifications, to Seller, after inspection by Seller, or at Seller's election, subject to inspection by Seller. Material can be returned only upon written authorization of Seller and must be returned within (10) ten days of receipt of such authorization and of definite shipping instructions from Seller in same condition as when received by Buyer. Defective material or material not conforming to specifications, so returned shall be replaced or repaired by Seller without any additional charge, or, in lieu of such replacement or repair, Seller may refund the purchase price applicable to such material. Seller agrees to pay return transportation charges not exceeding those which would normally apply from original destination on all defective material or material not meeting specifications. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Seller shall hold material that proves to be free from defect and to meet specifications for shipping instructions and Buyer shall furnish such instructions promptly upon request. Seller's liability shall be limited solely to the replacement or repair or to refunding the purchase price applicable to defective material or material not meeting specifications. Seller shall not be liable for any consequential damages nor for loss, damages or expenses directly or indirectly arising from the use of the material including without limitation warehousing, labor, handling and service charges not expressly authorized by Seller. Anything herein to the contrary notwithstanding, products purchased or obtained by Seller from other manufacturers are warranted only to the extent of the original manufacturer's express warranty to Seller. The warranty period shall remain in force twelve (12) months from time of original delivery.

Products sold by Seller shall not be considered defective or non-conforming to the Buyers' order if they (a) satisfactorily fulfill the performance requirements that were (i) provided by the Buyer to Seller or (ii) as published in the seller's product specification literature, or (b) in accordance with any written or verbal agreement between the Buyer and Seller, or (C) are in accordance with samples approved by the Buyer. This warranty shall not apply to any products or parts thereof which have been subject to accident, negligence, alteration, abuse, or misuse. Also, disassembly of any Seller product by anyone other than an authorized representative of Seller voids this warranty in its entirety.

SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY SELLER FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWSOEVER CAUSED.

5. SHIPMENT SCHEDULE: This schedule reflects the Seller's best estimates, in accordance with Buyer's desires, and every effort will be made to meet the schedule barring delays which Seller could not reasonably foresee at the time of establishment of the schedule. Seller assumes no liability, consequential or otherwise, resulting from failure to meet the schedule.

6. TOLERANCES: For Bulk Cable Sales, Seller reserves the right to consider the total order and each delivery hereunder complete subject to a tolerance of minus 10% of the quantity ordered, unless otherwise agreed in writing. Goods received in excess of quantity ordered may only be returned if the amount returned exceeds 110% of the quantity ordered. In the event that the amount received falls within plus or minus 10%

tolerance, the Buyer shall pay for the amount actually delivered.

7. **MODIFICATIONS:** Unless controlled by Buyer's specification, Carlisle Interconnect Technologies reserves the right to modify product specifications of products ordered by Buyer herein providing that the modification will not materially affect form, fit or function.

8. **TOOLING:** Unless otherwise expressly provided, Carlisle Interconnect Technologies shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures, tools and test equipment made for or obtained for the performance of this order.

9. **PATENTS & TRADEMARKS:** The Buyer shall hold the Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer's designs or specifications or instructions. Seller shall not be liable for any infringement of any patent where infringement arises solely from use of the product with other devices or elements.

10. **LIMITED RIGHTS:** Buyer, under this contract, does not acquire any rights to Technical Data, Detailed Design Data or Detailed Manufacturing or Process Data Items delivered under this contract including proprietary and/or patented technology or devices. Buyer shall not analyze, evaluate, or reverse engineer to determine composition, formulation, or method of manufacture of any devices or hardware delivered under this contract, nor authorize others to do so.

11. **TAXES:** Prices quoted are exclusive of taxes or license. Seller does not report, pay or collect any use tax, sales tax, or similar tax which may be imposed upon the Buyer under the laws of the state to which shipment is to be made. Buyer shall report any use taxes or similar taxes which may be imposed upon Buyer and shall hold the Seller harmless therefrom.

12. **TERMINATION, CANCELLATION, REDUCTION:** No order accepted by Seller may be terminated, canceled or reduced by the Buyer except by mutual agreement of the Buyer and Seller.

13. **NON-RETURNABLE, NON-CANCELABLE MATERIAL:** In any event, Buyer will assume full financial liability for all material purchased by Seller to comply with Buyer's purchase order which Seller's Supplier identifies as non-returnable or non-cancelable. In the event of termination of Buyer's purchase order to Seller, Seller will make its best efforts to return such material in order to minimize Buyer's financial liability. Seller's efforts are considered completed after a period of thirty (30) calendar days from date of cancellation. Buyer will provide payment to Seller for non-returnable, non-cancelable material within 60 days of cancellation of Buyer's purchase order or portion thereof.

14. **GOVERNMENT CONTRACTS:** If the goods to be furnished under this contract are to be used in performance of a US government contract or subcontract and a government contract number shall appear on Buyer's purchase order, the clauses of the applicable government procurement regulation(s) which are mandatorily required by Federal Statute to be included in government subcontracts shall be incorporated herein by reference. Buyer agrees to provide progress payments to the maximum extent permissible under the prime contract.

15. **EXPORT LICENSE:** Foreign sales of products offered hereunder require a validated export license from either the US Department of State or the US Department of Commerce. Order acceptance and delivery is contingent upon receipt of this validated license, and the delivery period quoted is weeks receipt of said license. Buyer agrees to assist Seller in obtaining said license by providing, in writing, complete End Use Information.

16. **APPLICABLE LAW AND JURISDICTION:** All contracts shall be governed and construed under the laws of the State of New York.

IF ANY PART OF THE TERMS AND CONDITIONS STATED HEREIN ARE HELD VOID OR UNENFORCEABLE, SUCH PART WILL BE TREATED AS SEVERABLE, LEAVING VALID THE REMAINDER OF THE TERMS AND CONDITIONS NOTWITHSTANDING THE PART OR PARTS FOUND VOID OR UNENFORCEABLE.

TERMS OF PURCHASE

1. Scope: The terms and conditions set forth below with those appearing on the face of this purchase order or on any exhibits attached hereto constitute the complete and exclusive agreement (hereafter "Order") between Carlisle Interconnect Technologies ("Company") and the supplier identified on the face of this Order ("Supplier"). The terms and conditions of this Order take precedence over any additional or different terms and conditions of the Supplier which may be contained in Supplier's quotation or acknowledgement to which objection is hereby made by Company. No modification of this Order shall be binding upon either party unless in writing and signed by an authorized representative of each party.

2. Prices: This Order shall not be filled at prices higher than those shown on this order, or higher than those last quoted or charged by the Supplier, unless such increased price shall have been authorized in writing by Company. Such prices shall remain firm for the duration of this order and are exclusive of taxes, shipping and insurance. If charges for taxes, shipping and insurance are applicable, they shall be separately stated on Supplier's invoice. Supplier warrants that each price for goods ("Goods") or services ("Services") is no less favorable than that extended during the term of this order to any other customer for the same or like items in equal or lesser quantities on similar terms and conditions.

3. Shipping and Delivery: Quantities shipped must equal the quantity ordered unless otherwise specified by Company. Each shipment of Goods by Supplier to Company shall include a packing list which contains at least (i) the purchase order number, (ii) Company's unique part number, (iii) the quantity, and (iv) the date of shipment. Delivery shall be strictly in accordance with the delivery schedule set out or referred to on this purchase order, or in written changes thereto signed by Buyer. Buyer may refuse to accept, or return at Seller's risk and expense, any equipment made in excess of Buyer's order or in advance of required delivery dates, or to defer payment on such deliveries until such dates. Seller shall notify Buyer immediately of any actual or potential labor dispute which is delaying or threatens to delay the timely performance of this order. Delivery for this purpose shall mean date of receipt at Carlisle Interconnect Technologies's dock.

4. Title and Risk of Loss: Unless otherwise specified on the face of this Order, shipping terms shall be FOB point of shipment ("FOB Ship Point"). Title and risk of loss will pass to Company upon delivery of Goods to the carrier. If the face of this Order specifies Company's location as FOB ("FOB Destination") point, Supplier will bear risk of loss or damage and title shall not pass to Company until actual delivery of the Goods at Company's location.

5. Inspection: Buyer shall not be required to inspect or test articles covered by this order. It shall be Seller's responsibility to assure that such articles are in strict conformance with all requirements of the purchase order. Notwithstanding the above, all articles or work called for hereunder shall be subject to inspection and test by Buyer and by personnel designated by Buyer at all times and places including the period of manufacture and in any event, prior to acceptance. Unless otherwise specified herein, final inspection and acceptance shall be made after delivery to Buyer. If any inspection or test is made on the premises of Seller or Seller's subcontractor, Seller shall provide without additional charge, reasonable facilities and assistance for the safety and convenience of inspection personnel. Buyer shall have the right to reject articles found upon inspection not to conform to the requirements of this order, and to require their correction or replacement at Buyer's option, Buyer's acceptance of any non-conforming article of work shall not constitute a waiver of requirements for any additional articles or work required to be delivered hereunder. Seller shall provide and maintain an inspection system acceptable to Buyer, and shall maintain complete inspection and test records, which shall be made available to Buyer upon request. Right of Access: Should Carlisle Interconnect Technologies, Carlisle Interconnect Technologies's customer or regulatory authorities inspections be required by this Purchase Order, notification of the required inspections shall be made as prompt as possible, but no less than 48 hours in advance. The inspections may occur at any of the facilities involved with the order and will include all applicable records.

6. Invoices and Payment: Unless agreed upon in writing, Supplier shall issue invoices only at time of shipment of Goods or completion of Services. Unless otherwise specified on the face of this Order, payment shall be Net 30 days from time of receipt of Goods at Company's facility or upon Company's confirmation of completion of services provided by Supplier.

7. Set Off: Buyer shall be entitled at all times to set off any amounts owing at any time from Seller, under this order or otherwise, to Buyer or any of Buyer's affiliates against any amounts due by Buyer in connection with this order.

8. Patent Indemnification: Supplier represents that the Goods furnished hereunder and their use does not infringe any patent, trademark or copyright. Supplier agrees, at its own expense, to defend, indemnify and

save harmless Company, and/or its customers in any and all patent, copyright, and/or trademark infringement suits brought because of the use of the equipment or materials furnished the Supplier and agrees to procure rights for continued use of infringed Goods for Company or to provide an alternate acceptable to Company, except where such equipment or materials are furnished pursuant to the drawings or designs furnished by Company.

9. Product Specifications: No substitutes will be accepted without Company's specific written approval. For a reasonable time after delivery, Supplier's equipment, materials, and services performed are subject to Company's inspection and approval. If specifications are not met: (a) material and/or equipment may be rejected and returned at Supplier's expense, including transportation charges both ways, and/or (b) Company may require that the service be repeated pursuant to the stated specifications. Payment of invoice does not constitute acceptance of equipment, materials or services covered by this Purchase Order and is without prejudice to any and all claims of Company against Supplier.

10. Warranties: During the time specified on the face of this Purchase Order, Supplier represents and warrants that all equipment, materials and services delivered hereunder shall be free from defects of material and workmanship, and Supplier further warrants that parts furnished will conform strictly to the specifications and/or drawing specified. Such warranties together with Supplier's service warranties and guarantees shall run to Company, its successors, assignors and/or its customers.

11. Materials and Tools: Whenever Supplier shall have in its possession property of Company, by virtue of this order, Supplier will be deemed an insurer thereof and shall be responsible for its safe return to Company and to ensure that no other party shall acquire a security interest in same.

12. Intellectual Property: All drawings, specifications, data, memoranda, calculations, notes and other materials or copies thereof made available to Supplier by Company shall remain the sole and exclusive property of Company and will be returned at the completion of this order or when requested by Company. Further, Company shall acquire sole and exclusive ownership of all equipment, materials, and documents generated as a result of this order and/or through the use of Company's information.

13. Compliance With Federal, State, and Local Laws: Seller warrants that in performance of this order, it has complied with or will comply with all applicable Federal, State and local laws and ordinances and lawful orders, rules and regulations thereunder, including, but not by way of limitation, provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219), and lawful rules and regulations thereunder.

14. Equal Opportunity: Supplier agrees to comply with applicable State, Federal and local laws, and unless specifically exempt, to comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended and of the rules, regulations, and relevant orders of the Secretary of Labor, including the equal opportunity clause.

15. Packaging: No charge will be allowed for packing, boxing or crating, unless agreed upon in writing at time of purchase. Damage to any material not packed to insure proper protection during shipment shall be charged to the Supplier.

16. Confidentiality: All information obtained by Supplier from Company which is identified as confidential or proprietary by Company or is acquired by Supplier under circumstances reasonably considered to impose an obligation of confidentiality shall (i) be received in confidence and (ii) shall remain the property of Company, (iii) shall not be disclosed to a third party and (iv) shall be used by Supplier only to the extent necessary for the performance of this Order. For failure of Seller to observe the provisions of this section, in addition to all other rights and remedies Buyer may have, Buyer shall have the right to terminate this order without any obligation by Buyer to accept deliveries after the date of termination or make further payments except for completed articles delivered prior to termination.

17. Assignment: Supplier may not assign this Order or any rights under this Order without the prior written consent of Company. Any attempted assignment without Company's written approval shall be void.

18. Cancellation For Default: Company reserves the right to cancel all or any part of this Order without liability if Seller fails to make deliveries as specified herein, or fails to make progress such as to endanger performance of the work and does not correct such failures within ten (10) days after receipt of written notice from Company specifying such failure. Any failure by Company to exercise this cancellation option with respect to any installment shall not constitute a waiver with respect to subsequent installments. In the event of the insolvency of Seller, an assignment for the benefit of creditors, the filing of voluntary or involuntary

petition in bankruptcy or appointment of a Receiver, or Trustee by or for Seller; Company shall have the right to cancel this order immediately without liability.

19. Product Liability Insurance: Except when otherwise so stipulated, Seller shall obtain and maintain at its expense policy or policies or product liability insurance with a broad form vendor's endorsement, naming Carlisle Interconnect Technologies Company, subsidiary of Carlisle Corporation, an additional insured in the amount of \$500,000/000,000 bodily injury and \$500,000 property damage, and in such company or companies, as shall be satisfactory to purchaser. All such policies shall provide that coverage thereunder shall not be terminated or changed without at least (10) ten days prior written notice to purchaser. Seller shall furnish purchaser with certificates of insurance, and evidence of renewals. The purchase of such insurance or the furnishing of certificates shall not be in satisfaction of Seller's liability hereunder in any way modify Seller's indemnification of purchaser.

20. Waiver: The remedies herein reserved to Company shall be cumulative, and additional to pay other or further remedies provided in law or equity and a waiver by Company of a breach of any provision of this Order shall not constitute a waiver of any other breach, of such provision.

21. Governing Law: This Agreement, and all rights and obligations in connection herewith, shall be governed by and construed under the laws of the State of New York. The courts of the State of New York shall have full exclusive jurisdiction over Company, Supplier, and all subject matter in connection with any controversy, claim, or award arising out of this order.

IF ANY PART OF THE TERMS AND CONDITIONS STATED HEREIN ARE HELD VOID OR UNENFORCEABLE, SUCH PART WILL BE TREATED AS SEVERABLE, LEAVING VALID THE REMAINDER OF THE TERMS AND CONDITIONS NOTWITHSTANDING THE PART OR PARTS FOUND VOID OR UNENFORCEABLE.