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Southwire / Ordering / **Terms & Conditions**

## Terms & Conditions

### 1. GENERAL

All orders received by Southwire are subject to these terms and conditions, the terms and conditions on the Southwire order acknowledgment form, and any special terms and conditions specified on Southwire product price sheets.

Southwire's failure to insist upon strict performance of any term or condition shall not constitute a waiver of any subsequent breach by the customer.

### 2. ORDER ACCEPTANCE

Acceptance of an offer is based on Southwire's terms and conditions.

Prices and delivery dates stated on any order acknowledgment shall prevail in the event of a discrepancy between it and the customer's written order.

Stock material is subject to prior sale.

Contracts of sale are accepted in the state of Georgia, U.S.A., and shall be interpreted according to Georgia state law. Each party hereby (a) submits to personal jurisdiction in the state of Georgia 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 Georgia, for the purposes of litigation to enforce this terms and conditions. The Superior Court of Carroll County, Georgia shall have the exclusive jurisdiction and venue over all disputes arising under these terms and conditions.

### 3. PRICES

The customer shall pay the prices quoted or acknowledged, all taxes (sales, use, excise, and/or others incurred through commercial transaction), "adder" charges stated in the special terms and conditions for a specific product, and charges for customer-requested special packaging, design and specifications.

Prices are subject to adjustment without notice to conform to prices in effect on the date of order shipment, and apply only to the specific material ordered.

### 4. PAYMENT

Unless specific credit terms are approved by the Southwire Credit Department, payment terms shall be in cash in advance.

If credit is approved, unless otherwise specified in the order acknowledgment, payment shall be due in thirty (30) days from the date of invoice. A FINANCE CHARGE OF 1.5% PER MONTH WILL BE ADDED TO THE UNPAID BALANCE ON ALL ACCOUNTS NOT PAID IN FULL ON OR BEFORE THE DUE DATE. THIS FINANCE CHARGE IS EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF 18%.

Accounts not paid in full according to established credit terms shall be considered in default case, the customer agrees that a lien will attach upon all property in customer's possession which was purchased on account from Southwire and all proceeds resulting therefrom. Southwire may, at its discretion, reclaim the material under lien or take any other action that may be permitted under law. In the event of default, customer shall also assign to Southwire the right to collect all accounts receivable which may have occurred to customer from the sale of said materials. Customer shall furnish, upon demand by Southwire, copies of all invoices covering sales of such materials so that Southwire may notify the purchaser thereof this assignment.

Credit approval is subject to revocation upon discovery of significant changes in the customer's financial condition, previously undisclosed information, or other reasons which Southwire, in good faith, feels adversely affect the credit agreement. Stoppage in transit is authorized. Upon revocation of credit, the terms of sale revert to cash in advance.

### 5. DELIVERY

Transportation terms and charges shall be according to special terms and conditions stated on price sheets for each particular product. Delivery dates specified on the order acknowledgment are approximate only, and any reasonable variation there from shall constitute adequate performance on the part of Southwire.

Southwire's responsibility for transportation shall be limited to shipping at a competitive rate. Any excess costs for transportation, including special handling costs, will be charged to the customer, in addition to above-mentioned prices (see PRICES).

Southwire warrants that it has good title to merchandise shipped. Southwire will be responsible for damage free shipment according to the specific shipping terms of merchandise. Once carrier freight has been signed by the Customer with out damage or shortage, all risk of loss or responsibility for damage, shortage or other incidents will pass to the customer. Customer claims must be received by Southwire in writing, within thirty (30) days from date of invoice.

Failure or refusal to accept delivery without just cause is considered a default by the customer on the purchase agreement. For standard products, customer is liable for damages or loss suffered by Southwire, 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, customer shall be liable for damages amounting to the contract price less the net salvage value of the material.

Force majeure: Southwire 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 Southwire's control.

If for any reason, Southwire should fail to deliver within reasonable variance from delivery date specified, Southwire shall be liable only for the actual damage caused by such failure, measured in actual cash cost to the customer. Damages shall not exceed the agreed price of the material involved.

Southwire will not be liable for any installation costs, incidental or consequential damages or costs, or loss of profits resulting from failure to deliver.

#### 6. 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. Customer claims for shipping shortages must be received by Southwire in writing, within thirty (30) days from date of invoice. Once carrier freight receipt has been signed without shortage, all risk of loss or other incidents shall pass to the customer.

#### 7. DEFERRAL OF SHIPMENT

Customer may defer shipment of materials for a maximum of six (6) months provided a written request for deferral is received by Southwire ninety (90) days prior to the scheduled shipment date. CUSTOMER WILL BE ASSESSED A 1.5% PER MONTH DEFERRAL CHARGE, TO BE BILLED MONTHLY AND UPON SHIPMENT OF ORDER MATERIAL INVOICED AT THE ORIGINAL CONTRACT PRICE. THIS DEFERRAL CHARGE IS EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF 18%.

#### 8. CANCELLATION

Orders may be partially or entirely cancelled prior to shipment, upon written request to Southwire. Cancellations are effective as of the date accepted by Southwire. The customer shall pay the following percentage of the order price for each item cancelled, according to the amount of time remaining between cancellation and the scheduled completion date. Charges are computed as of the date of cancellation.

| TIME             | Charges |
|------------------|---------|
| Over 90 days     | 30%     |
| 61-90 days       | 50%     |
| 31-60 days       | 75%     |
| 30 days and less | 90%     |

Material completed or in process at time of cancellation is subject to a cancellation charge of 100% minus the scrap value of the material as determined by Southwire.

#### 9. RETURNS

Permission must be obtained in writing from Southwire before any product is returned. The product must be returned to Southwire within 30 days or such permission shall be null and void. Material returned without prior written permission will be refused.

A restocking charge of 20% of the product value will be assessed for authorized returns of standard stock material in re-sellable condition. The product value is determined as either the invoiced price or the current market level, whichever is lower. Also, customer is responsible for return freight cost.

#### 10. RETURNABLE REELS/RETURNABLE PROPERTY

Steel Reels are often required for transportation and storage of product. Each reel will have an associated charge. Southwire will reimburse customer for the charge of the reel if reel is returned in a specified timeframe as outlined below.

1. Reels should be returned within 90 days from specified date on invoice.
2. Reels should be returned in good condition. Normal wear is expected; charges are made only for "exceptional damage" (that which makes the reel unusable through abuse or unauthorized modifications) as determined by Southwire.
3. Prompt notification of reels available for return should be given to Southwire's Steel Reel Manager at 1-866-SW-REELS, [swreels@southwire.com](mailto:swreels@southwire.com), or [www.southwire.com/reels](http://www.southwire.com/reels). Notification should specify:
  - Original consignee
  - Date shipped
  - Charge invoice number
  - Serial numbers of reels to be returned
4. No reels should be returned without prior consent from Southwire. Upon receipt of return notification, Southwire will provide customer with complete shipping instructions. Charges incurred over and above the least-cost mode of return (as determined by Southwire) by unauthorized return shipment, may be charged to the customer.

#### 11. ERROR, CONTRADICTION OF TERMS, ADJUDICATION

Southwire 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.

**12. WARRANTY**

Should any Southwire product prove defective due to manufacture within one (1) year from date of invoice, upon written notice to Southwire, this material will be replaced f.o.b. original destination point. Southwire 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 SOUTHWIRE PRODUCTS TO BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, ARE MADE SEPARATELY AND ARE AVAILABLE UPON REQUEST.

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