

THOMAS & BETTS CORPORATION TERMS AND CONDITIONS OF PURCHASE

1. The terms and conditions contained herein constitute the final and complete agreement between Thomas & Betts Corporation or its applicable subsidiary ("T&B") and the party furnishing goods and/or services ("Seller"). T&B and Seller are collectively referred to herein as "the parties".

2. Seller's acknowledgement of any order or release, or commencement of performance shall constitute Seller's unqualified acceptance of these terms and conditions. No modification of these terms and conditions and no term or condition stated by Seller in accepting or acknowledging any order or release shall be binding on the parties unless the term or condition has been specifically approved in writing by an authorized representative of T&B. These terms and conditions shall exclusively control the relationship of the parties, and T&B hereby gives Seller notice that it rejects all terms and conditions of Seller that are different from or additional to the terms and conditions contained herein. To the extent that any order or release may be treated as an acceptance of any prior offer by Seller, such acceptance is expressly made on the condition that Seller assents to these Terms and Conditions, and any performance by Seller shall constitute such assent. In no event will T&B's acceptance of goods or services constitute acceptance by T&B of Seller's terms or conditions.

3. Unless otherwise stated in writing by Seller prior to commencement of performance, the price shown on any order or release for any tools or tooling to be provided by Seller shall be the complete purchase price for such tools or tooling, including the price for any design or engineering services. Upon payment of the price for tools or tooling charges, ownership of such tools or tooling shall vest in T&B, and Seller shall use such tools or tooling solely for the production of goods or the performance of services for T&B. Such tools or tooling shall be released to T&B upon demand. In the event that Seller fails to release such tools or tooling to T&B or if such tools and tooling are damaged or destroyed, T&B shall have the right, without waiving any other right or remedy, to have substitute tools and/or tooling constructed. Seller shall indemnify T&B for all costs, expenses and losses incurred by T&B in procuring such substitute tools or tooling.

4. Time is of the essence. Delivery of any goods shall be made according to T&B's instructions on the face of the applicable order or release. In the absence of such instructions, delivery terms shall be F.O.B. T&B's facility, freight collect on T&B approved carriers for shipments from within the United States; or Incoterms 2000 EXW Seller's facility *loaded on T&B's carrier* for international shipments. No boxing, packing or cartage charges will apply unless specifically stated on the face of the order or releases made under an order. Delivery terms shall be stated on the face of each commercial invoice for international shipments.

5. Unless otherwise stated on the face of any order or release issued by T&B, payment terms are net 60 days from receipt of invoice. Any cash discount period will apply from the date of receipt of the invoice.

6. Seller expressly warrants that all work, goods and materials covered by any order or release will be free from defects in material and workmanship for a period of two (2) years from the date of delivery; are of the quality, quantity, size, description and dimensions specified by T&B and otherwise conform to T&B's specifications; and are free from the claim of any third person by way of actual or alleged infringement of any patent, trademark, copyright, trade name, trade dress, trade secret, or any similar right. In addition to the warranties stated herein, goods purchased shall also be subject to any express warranties made by Seller or Seller's agents. All warranties shall survive inspection, acceptance and payment.

7. Seller agrees to indemnify and defend T&B, and hold T&B (and T&B's agents, employees, officers, directors, affiliates, customers and any other person or entity selling or using T&B's products) harmless from and any all losses, claims, actions, costs, damages, demands, liability (whether statutory, civil or equitable), litigation, and expense (including, by way of illustration and not limitation, any counsel, consultant or expert witness fees, and any expense associated with any product recalls) arising out of, or in any way related to, in whole or in part, the performance of any order or release, including without limitation, any liability for personal injury, death or damage to property, arising as a result of any actual or alleged negligent or willful act or omission on the part of Seller, including without limitation any actual or alleged defect in the work, goods and materials furnished to T&B, and, to the extent that such design is not furnished by T&B, by reason of the design thereof. T&B may (but shall not be obligated to) participate in the defense of any action brought against T&B but defended by Seller.

8. Except to the extent that any design is furnished by T&B, Seller agrees to indemnify and defend T&B and to hold T&B (and T&B's agents, employees, officers, directors, affiliated companies, customers, and anyone selling or using T&B's products) harmless from and against any losses, claims, actions, costs, damages, liability (whether statutory, civil or equitable), litigation and expenses (including, by way of illustration and not limitation, any counsel, consultant or expert witness fees) arising out of or that may be asserted or brought against them for any infringement or alleged infringement of any patent, copyright, trademark, trade name, trade dress, trade secret, or any similar right, or by reason of the sale or use of such work, goods or materials. Seller specifically agrees that it will pay all costs, damages and profits recoverable in any such suit, claim, demand or action, and will reimburse T&B for all expenses in connection therewith, to include the procurement of substitute goods, materials or services.

9. All goods or materials delivered or work performed under any order or release are subject to inspection and rejection by T&B in its sole judgment. T&B may reject any damaged, defective or otherwise nonconforming goods, materials or work within sixty (60) days after receipt thereof, whether or not acceptance or payment has already taken place.

10. Without waiving any other right or remedy available to it, T&B may return any defective, damaged or otherwise nonconforming goods to Seller, such return to be at Seller's risk and expense. At its sole option, T&B shall be given credit at the invoice price for such returns; a cash refund at the invoice price; or replacement goods, but in no event shall such goods be replaced by Seller without written authorization from T&B.

11. Unless specified otherwise, all goods or materials delivered on any order or release must not be in excess of the quantity ordered. Any overshipment may be returned at Seller's risk and expense, or retained by T&B at no expense to T&B.

12. T&B reserves the right to cancel all or any part of any order not filled as specified or not delivered or otherwise performed within the time specified, without prejudice to its other rights, and Seller agrees that T&B may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver. Except as otherwise provided herein, any delay or failure by Seller to deliver goods or perform services will be excused only if and to the extent that such delay or failure is caused by an event or occurrence beyond Seller's reasonable control and without Seller's fault or negligence, such as, by way of example and not limitation, fires, floods, windstorms, explosions, riots, natural disasters, and acts of war or terrorism. Upon notification of such an event, T&B may, at its option, cancel entirely, reschedule delivery of or suspend performance of such portions of the goods, materials or work not yet received by T&B. No delay or failure to perform shall be excused if and to the extent that it is caused by labor troubles of the Seller, its subcontractors, or suppliers, or by Seller's inability to obtain materials or equipment.

13. T&B reserves the right to make changes to any order or release. If any such changes cause a substantial variation in the cost of, or the time required for, furnishing the goods, materials or work covered thereby, an equitable adjustment shall be made in the contract price or delivery schedule or both. Any claim for adjustment hereunder must be asserted within thirty (30) days after such change is ordered. Failure of the Seller to assert its claim within such time shall operate as a waiver and no adjustment will apply.

14. All drawings, models, samples, data, designs, specifications, tools, inventions and other technical information supplied by T&B shall remain T&B's property and shall be held in confidence by Seller. Such information shall not be reproduced, used or disclosed to others by Seller without T&B's prior written consent and shall be returned to T&B upon completion of performance or upon demand. Any information that Seller may disclose to T&B with respect to the design, manufacture, sale or use of the goods, materials or work covered by any order or release shall be deemed to have been disclosed as part of the consideration, and Seller shall not assert any claim against T&B arising out of T&B's use thereof. The purchase price is full consideration for any design work performed by Seller in connection with any order or release and incorporated in the articles to be delivered thereunder.

15. Unless T&B's written consent is first obtained, Seller shall not in any manner advertise, publish or release for publication any statement mentioning T&B or depicting or describing goods or services purchased by T&B, or the fact that Seller has furnished or contracted to furnish any goods or services to T&B.

16. T&B shall retain title to all designs, sketches, drawings, blueprints, patterns, inventions, dies, models, molds, tools, special appliances and materials furnished by or paid for by T&B ("T&B's Property"). Seller shall ensure that T&B's Property is identified as such (by tagging, marking, etc.) while in Seller's possession. Seller shall bear the risk of loss T&B's Property in its possession, and Seller shall, at T&B's option, replace or pay to T&B the replacement value of any of T&B's Property that is lost, damaged or destroyed. T&B's Property shall be used solely for the production of articles for or the provision of services to T&B, and shall not be used for the production of larger quantities than those specified in any order or release. T&B's Property shall be subject to disposition by T&B at any time, and shall be returned to T&B upon the completion of Seller's performance, to include any materials furnished by T&B and any spoiled or defective materials or products which may contain any secret, proprietary, or patented device.

17. Seller shall not assign or subcontract any work or services called for in T&B order or release without first obtaining the written permission of T&B.

18. Seller will provide with each shipment a detailed packing list and a certificate of origin. In the case of goods that originate in the U.S. and its territories, Canada, or Mexico, Seller shall provide T&B with a properly executed NAFTA Certificate of Origin. In the event that any shipment to T&B crosses any international border, regardless of mode of transportation, Seller shall provide to T&B or T&B's agent (Customs broker) a commercial invoice, a wood packaging material statement and a copy of the carrier's bill of lading (ocean bill of lading, air waybill or other appropriate document). Seller shall provide T&B or T&B's agent any additional documentation that may reasonably be needed depending on the nature of the goods shipped or the import regulations of the destination country.

19. Seller shall not modify the performance, design, shape, form, color, composition or chemical formulation of anything ordered by T&B without prior written notification to T&B of any such modification. Upon receipt of such notification, T&B shall have the right, at its sole option, to either accept such modification or cancel all or any part of this order.

20. T&B shall have the right to at any time set-off any amount owing by Seller to T&B or any of its affiliates against any amount due and owing to Seller on this order.

21. Seller represents and warrants that all goods furnished or services provided to T&B shall be in strict conformity with all applicable federal, state and local laws, statutes and regulations, including without limitation, the standards promulgated under the Occupational Safety and Health Act, as amended; Executive Order Nos. 11246, 11625, 11701, 11758 and 12138; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; the Veteran's Compensation, Education and Employment Amendments of 1982; the E-Verify program as authorized by Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended (8 U.S.C. §1324a note); and the rules, regulations, and relevant orders of the Secretary of Labor pertaining to said Executive Orders, including, without limitation, all provisions of Chapter 60 of Title 41 of the Code of Federal Regulations which are incorporated herein by reference as if set forth verbatim and are made an express part of these Terms and Conditions.

22. Seller covenants that all goods, materials and work to be furnished by Seller were or will be produced in compliance with the requirements of the Fair Labor Standards Act, as amended. The following statement is incorporated by reference in all invoices hereinafter rendered by Seller to T&B, whether or not specifically stated in each invoice:
"We hereby certify that all goods, materials and work covered by this invoice were produced in compliance with the requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended from time to time, and with the regulations and orders of the United States Department of Labor issued under Section 14, as amended from time to time."
On request, Seller shall furnish T&B certificates of compliance with all such laws, orders and regulations.

23. OCCUPATIONAL SAFETY AND HEALTH ACT REQUIREMENTS. All articles produced in response to any order or release will comply with all standards and requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), as amended, and all regulations promulgated thereunder. Seller agrees to indemnify and hold T&B harmless against any claims, damages, penalties or expense arising from the failure of any goods or services supplied to T&B to meet the appropriate standards or requirements of such law and regulations. If any article shipped to T&B is regulated by O.S.H.A. standard 29 CFR 1910: 1200 (Hazard Communications Std.), Seller will supply a new or updated Material Safety Data Sheet (M.S.D.S.) under the following conditions:
A. On the initial shipment of the product to a particular T&B facility.
B. If the article has changed since the last shipment.
C. If the M.S.D.S. on file at T&B is more than 1 year old.

All articles must be labeled as required by the above federal standard.

24. Prior to shipping or providing goods, materials or services to T&B, Seller shall provide to T&B a written statement describing any "Hazardous Materials" contained within or intended to be used in conjunction with said goods, materials or work. "Hazardous Materials" means any item which is regulated under any federal or state law or regulation as a hazardous material or hazardous substance. The statement to be provided by Seller to T&B shall describe the Hazardous Material in sufficient detail to allow the T&B to properly and safely handle and dispose of said Hazardous Material in accordance with any applicable federal or state law or regulation.

25. Seller shall at all times maintain the following types of insurance in the following minimum amounts:
A. Worker's Compensation: Statutory Limits.
B. Commercial General Liability, including Premises and Operations, Products-Completed Operations and Contractual Liability coverage: \$2,000,000 per occurrence.
C. Automobile Liability-Bodily Injury and Property Damage: \$1,000,000 per occurrence.

Seller's worker's compensation coverage shall include a waiver of rights of subrogation against T&B. T&B may require that Seller, prior to commencement of deliveries or performance of services hereunder, deliver to T&B a Certificate of Insurance evidencing that the Seller has the above insurance in full force and effect, and naming T&B as an additional insured under the above Commercial General Liability and Automobile Liability Policies. T&B reserves the right to require Seller to obtain additional types of insurance coverage and/or higher coverage limits where T&B, in its sole discretion, deems such higher limits or additional coverages to be appropriate.

26. Seller's relationship to T&B is solely that of an independent contractor. Seller shall be responsible for all costs and expenses associated with and incident to performance of its obligations to T&B. Seller shall not have the express or implied authority to bind T&B in any manner.

27. Seller shall be solely responsible for filing of appropriate federal, state and local tax forms and the payment of all such taxes or fees due with respect to Seller's receipt of payment from T&B. T&B shall have no responsibility to pay or withhold from any payments to Seller any federal, state or local taxes or fees.

28. In no event will T&B be liable to Seller for any incidental, indirect, special, consequential or punitive damages (to include lost revenues or profits, whether or not T&B was advised of the possibility of such damages) arising out of any order or release issued by T&B.

29. The validity, construction and interpretation of T&B's orders and releases; the sale of goods or materials by Seller to T&B; the performance of any work by Seller; the transactions of business between Seller and T&B; the rights and duties of the parties with respect to such sale, performance and/or transaction of business; and any disputes arising out of the foregoing shall be governed by and construed under the laws of the State of Tennessee, U.S.A. without regard to its conflicts of law rules and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

30. T&B may at any time insist upon strict compliance with these Terms and Conditions, notwithstanding any previous custom, practice or course of dealing to the contrary. Any remedy provided herein shall be cumulative and additional to other remedies that may be available to T&B under law or equity. Neither failure nor delay on the part of T&B to assert any right or remedy hereunder or to insist upon strict performance of any provision hereof shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any such right or remedy preclude any other of further exercise or the exercise of any other right or remedy.

31. In the event that any provision of these Terms and Conditions shall be declared by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall survive in full force and effect and shall not in any way be affected or impaired thereby.