

1. **Acceptance.** This order acknowledgment (the "Acknowledgment") shall operate as an acceptance of Buyer's Purchase Order only upon the express condition of Buyer's assent that the terms and conditions contained herein shall be the sole and exclusive terms and conditions applicable to the sale of the goods listed and/or described herein (the "Goods").

2. **Prices.** (a) Unless otherwise agreed in writing, all prices and charges specified herein are subject to adjustment by Seller, and Buyer shall pay Seller the prices in effect on the date of shipment by Seller. (b) Unless otherwise agreed in writing, all prices are F.O.B. Seller's factory. (c) Unless otherwise agreed in writing, the prices and charges specified herein do not include any costs related to freight, demurrage transportation, insurance, special packaging or insulation, or inspection, or similar charges, all of which must be paid by Buyer.

3. **Taxes.** The prices specified herein do not include sales, use, excise, or similar taxes, and any sales, use, excise, or similar taxes presently applicable to or hereafter levied on the sale of the Goods shall be paid by Buyer. In lieu of such payment, Buyer may provide Seller with a tax exemption certificate acceptable to the appropriate taxing authority.

4. **Terms of Payment.** (a) All terms of payment set forth herein are subject to the approval of Seller's credit department. (b) No discounts are allowed on taxes or freight charges. (c) Unless otherwise agreed to in writing, payment in full is due within thirty (30) days after the date of Seller's invoice to Buyer. Buyer agrees to pay interest on all past due invoices at a rate of 1½% per month from the date such payment is due until paid in full; provided, however, that if such interest rate exceeds the maximum rate permitted under applicable law, then interest shall be charged at the maximum rate permitted under such law. In addition, Buyer agrees to pay all costs, including reasonable attorneys' fees, incurred by Seller in the enforcement of any obligation of Buyer hereunder. Buyer's failure to pay any invoice in full within thirty (30) days of the due date shall constitute an Event of Default, as defined in and subject to the provisions of Paragraph 12 below.

5. **Transportation and Routing.** Unless otherwise agreed in writing prior to shipment, Seller shall have sole control and discretion with respect to mode of transportation, routing and any other matters connected with, related to or involved in transportation of the Goods.

6. **Risk of Loss.** Title and the risk of loss or damage to the Goods shall pass to Buyer at the time Seller puts the Goods in possession of a common carrier.

7. **Force Majeure.** (a) Seller shall not be responsible or liable for any delay or failure to deliver any or all of the Goods if such delay or failure is caused by any act of God, fire, flood, explosion, war, insurrection, riot, embargo, action, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material, fuel, supplies or transportation; strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature beyond Seller's control, whether or not similar to those specified above, that prevents, hinders or interferes with manufacture, assembly or delivery of the Goods. Any such cause, contingency, occurrence or circumstance shall release Seller from performance of its obligations hereunder. Under like circumstances, Buyer shall be released from its obligations to accept and pay for the Goods if notice of such circumstance is given to Seller prior to shipment. (b) If Seller is partially excused from performance, either by force of the foregoing Paragraph 7(a) or by the provisions of the Uniform Commercial Code, it shall not be required to make any allocation of production, shipments or deliveries in accordance with Section 2-615(b) of the Uniform Commercial Code or any equivalent or successor provision thereto. (c) In no event will Seller be liable for any special, incidental or consequential damages to Buyer caused by Seller's delay in performance or failure to perform which is not excused under the foregoing Paragraph 7(a).

8. **Shipping Dates.** Shipping dates specified herein or otherwise communicated to Buyer are estimates given to the best of Seller's knowledge based upon conditions existing at the time of the order and upon information furnished by Buyer. Seller will, in good faith, endeavor to ship by the estimated shipping date, but shall not be responsible for any delay or any damage arising therefrom. Seller does not and shall not guarantee any shipping date unless such guarantee and the terms thereof are specifically stated in writing. Any such guarantee shall be strictly limited to the exact terms so stated.

9. **Inspection.** Unless otherwise agreed in writing, Buyer may inspect the Goods at the place of manufacture or at such other place as Seller shall designate. Buyer shall inspect the Goods immediately upon receipt, but in no case shall Buyer have the right to inspect, reject or revoke Buyer acceptance five (5) days after shipment.

10. **Warranties.** All Goods manufactured by Seller are warranted to be free from defects in material and workmanship. This warranty shall apply only if (i) Buyer discovers the claimed defect within the Warranty Period; (ii) Buyer notifies Seller in writing of the claimed defect within the Warranty Period and within ten (10) days after the date on which the claimed defect is discovered; (iii) Buyer allows Seller to inspect the Goods where they are located at time of discovery if the Goods claimed to be defective are in Buyer's possession; and (iv) Buyer notifies Seller in writing of any transfer of the Goods and of the name and address of the new owner within

fifteen (15) days after the date on which the transfer is made. This warranty shall not apply to Goods that (i) have defects attributable in any way to installations, modifications, or repairs made by anyone other than Seller; (ii) have not been used in accordance with Seller's instructions; (iii) have been damaged by anyone other than Seller; (iv) were obtained from a manufacturer other than Seller and resold by Seller; or (v) are in the possession of Buyer, and after discovery of a defect, Buyer fails to take prompt and reasonable steps to prevent the defect from becoming more serious; or (vi) to any Goods or parts thereto which have been subjected to any misuse, abuse, neglect or accidental damage. In the event Buyer has fully complied with all of its obligations under the Purchase Order and the Acknowledgment, including payment in full for the Goods and the conditions of this Paragraph 10, Seller shall, at its sole option, repair or replace the defective Goods or give Buyer a refund or credit in the amount of the purchase price of the defective Goods or in its sole discretion, issue shipping instructions for return of the Goods or any defective parts thereof. Seller shall not reimburse or make any allowance to Buyer for any expenses incurred including but not limited to labor costs by Buyer for replacement, adjustment or repair of the Goods unless such charges are authorized in advance by Seller.

As used herein, the term "Warranty Period" means a period of one year, commencing on the earlier of: (i) the date of shipment, or (ii) if delivery is delayed for reasons beyond Seller's reasonable control, the thirtieth (30th) day following the date upon which shipment would have been made absent such delay.

In addition, Seller agrees to indemnify Buyer from any liability arising out of any suit, action or claim for the infringement of any U.S. patent which is asserted against Buyer because of the design, nature or structure of any of standard-design Good manufactured by Seller; provided that (i) Buyer notifies Seller in writing of the existence of any such suit, action or claim within ten (10) days after Buyer's discovery thereof; (ii) Buyer grants to Seller control over the defense of any such suit, action or claim; and (iii) in the event infringement occurs, or Seller in its reasonable judgment determines that infringement is likely to occur, Buyer permits Seller at Seller's option (i) to procure on Buyer's behalf a license for the continued use of the Goods; (ii) to modify the Goods to the extent necessary to cure any problems of infringement; or (iii) to issue Buyer a refund or credit for the Goods in the amount of the fair market value of the Goods at that time. Buyer shall indemnify Seller from any liability or cost arising out of any suit, action or claim for the infringement of any U.S. patent that is or may be asserted against Seller because of the design, nature, structure or use of any Goods ordered hereunder, to the extent such liability or cost arises from or is caused by designs or specifications provided by Buyer or made at Buyer's request; and Buyer shall indemnify Seller from any liability for loss or damage in connection with the defense of any action brought against Seller by reason thereof. At Seller's request, Buyer shall promptly assume full responsibility for the defense of any such action that may be brought against Seller.

The foregoing warranties are exclusive and are made only to Buyer. **SELLER NEITHER MAKES NOR ASSUMES ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.** No person is authorized to give any additional warranties on Seller's behalf or to assume for Seller any other liability in connection herewith, except in a writing signed by an authorized officer of Seller.

11. **Exclusivity of Remedy; Limitation of Liability.** In the event Buyer claims that Seller has breached any of its obligations under this Purchase Order, whether of warranty or otherwise, Buyer may (i) subject to the limitations of Paragraph 10 above, take reasonable measures to correct the breach and charge Seller with any reasonable expense incurred thereby, or (ii) cancel this Purchase Order and any outstanding deliveries hereunder. In the event Buyer chooses the latter option, Seller may request the return of the Goods and tender to Buyer any portion of the purchase price paid by Buyer. If Seller so requests the return of the Goods, the Goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. In such event, Seller shall no longer have any obligation under this Purchase Order except to provide a refund of such purchase price upon Buyer's redelivery of the Goods. **THE OBLIGATIONS AND LIABILITIES OF SELLER AND THE REMEDIES PROVIDED IN THIS PARAGRAPH 11 SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER FOR BREACH OF ANY OF SELLER'S OBLIGATIONS HEREUNDER, WHETHER THE CLAIM IS MADE IN TORT CONTRACT, WARRANTY OR OTHERWISE, AND WHETHER FOR PERSONAL INJURY, COMMERCIAL LOSS OR OTHER MONETARY LOSS, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL SELLER'S LIABILITY FOR ANY CLAIM OR**

**DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS PURCHASE ORDER OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS EXCEED THE PURCHASE PRICE OF SUCH GOODS.**

12. **Events of Default.** Each of the following shall constitute an event of default by Buyer (the "Events of Default"):

(a) **Involuntary Proceedings.** (i) A receiver, custodian, liquidator, or trustee of Buyer, or of the property of Buyer, is appointed by a court order and such order is consented to by that Party or remains in effect for more than thirty (30) days after the commencement of such action; (ii) an order for relief under any bankruptcy law is entered with respect to Buyer or Buyer is adjudicated bankrupt or insolvent; or (iii) a petition is filed against Buyer under any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether currently or hereafter in effect, and is not dismissed within thirty (30) days after such filing.

(b) **Voluntary Petitions.** Buyer files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, currently or hereafter in effect, whether currently or hereafter in effect, or consents to the filing of or any order to relief under any petition against it under any such law.

(c) **Failure to Pay.** Buyer fails to pay any amount due within thirty (30) days of the due date.

13. **Remedies for Events of Default.** Upon the occurrence of an Event of Default, Seller may, with or without terminating the Purchase Order and without waiving any other remedies available to it, do one or more of the following: (i) declare immediately due and payable all sums due and to become due under the Purchase Order; (ii) stop all shipments in progress and future shipments under this or other outstanding Purchase Orders; (iii) repossess and sell or otherwise dispose of in a commercially reasonable manner any property, including equipment, in which Seller has a security or ownership interest; (iv) terminate this Purchase Order.

14. **Waiver of Subrogation.** Each party waives (for itself and its insurance carrier) all its rights against the other party and the other party's respective employees, agents, suppliers and subcontractors to recover damages caused by fire or other perils to the extent such damages are covered by property insurance. This provision shall have no effect to the extent that it invalidates or otherwise limits the insurance coverage of a party.

15. **Permissible Variations.** All Goods shall be subject to the standard manufacturing and commercial variations and practices of the Seller. Seller reserves the right to ship overages or underages of weight, length, size and/or quantity in accordance with Seller's standard practices.

16. **All Sales Final.** All sales are final. Goods cannot be returned to Seller without Seller's written consent.

17. **Changes; Cancellation.** A Purchase Order may be changed or cancelled only with Seller's written consent and then only upon such terms as will protect Seller from any losses. Cancellations of orders are only acceptable by CommScope/Newton operations by contacting Customer Service 72 hours in advance prior to shipment of the order.

18. **No Partnership or Joint Venture.** The parties agree that nothing herein shall create any agency, employment or a partnership, joint venture relationship or fiduciary relationship.

19. **Assignment.** This Acknowledgment shall be binding upon, and inure to the benefit of the parties as permitted herein, and their successors and assigns. Without Seller's prior written consent, Buyer shall not assign all or any portion of its rights or obligations under this Acknowledgment. Any purported assignment made without such consent shall be void. In no event shall any transfer or assignment of this Acknowledgment relieve the Buyer of any liability hereunder.

20. **Waiver.** Waiver by Seller of any breach of any provision contained herein shall not constitute or be deemed a waiver of any other breach of such provision or of any other provision. Seller's delay or failure to enforce any of its rights hereunder shall not be deemed a waiver of such rights.

21. **Entire Agreement.** This Acknowledgment contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral. This Acknowledgment may only be modified by a written agreement, signed by both parties, expressly modifying this Acknowledgment.

22. **Headings.** The paragraph headings contained herein are for reference only and shall not affect in any way the interpretation of the terms and conditions.

23. **Governing law.** The interpretation, construction and performance of this Agreement shall be governed by the law of the State of North Carolina, without regard to the conflicts of law rules thereof. The United Nations Convention On Contracts For the International Sale of Goods shall not apply. In all disputes arising under this Agreement, Supplier agrees to submit to the jurisdiction of any State court located in Catawba County, North Carolina, or any Federal court located in the Western District of North Carolina.