

# SALES TERMS & CONDITIONS

## 1. GENERAL

These terms and conditions govern all sales by FIBER OPTIC NETWORK CABLE SOLUTIONS LLC (hereinafter referred as FONCS). No addition to or any modification of any of these terms and conditions as they appear herein shall be binding upon FONCS unless signed in writing by a duly authorized representative of FONCS. These terms shall be deemed to have been entered into upon: Buyer Purchase Order Issuance, and receipt of FONCS acceptance of that Purchase Order. Any documents needed by the Buyer must be required prior Purchase Order Issuance, including but not limited Buy American Act Statement.

## 2. PRICES

The prices will be in US dollars unless a different currency is specified, currency understood as legal tender in the United States of America and are valid until the date indicated on the cover page of this document. Prices do not include taxes, taxes must be paid by the customer according to used Incoterm.

The purchase of this item(s) may be subject to the State and Local Sales Use Tax of the ship-to location. A Tax Exempt Certificate is required for the Shipping location to avoid any associated tax liability. The company reserves the right to change prices without prior notification, including aggregates and pending orders.

The Buyer agrees that FONCS must invoice and the Buyer must pay for surpluses in quantities of goods and / or services delivered to this matter, regardless of whether said excess amounts have been included in the Quotation or Purchase Order.

## 3. PAYMENT TERMS

The following are the only payment method accepted by FONCS: Electronic transfer: You can make transfers in US dollars to the following accounts as it applies:

**BANK:** HSBC 2911 Walden Ave, Depew NY 14043

**COMPANY:** FIBER OPTIC NETWORK CABLE SOLUTIONS LLC

**ACCOUNT NUMBER:** 120028620

**WIRE TRANSFER: FED:** 021001088

**SWIFT CODE:** MRMDUS33

**ACH TRANSFER ROUTING:** 022000020

**Note:** The invoices issued by FONCS will be in US dollars, understood as the currency of legal tender in the United States of America.

All re-billing caused by the omission of the aforementioned documents will have an administrative charge of 20 (twenty) dollars plus taxes.

Payment must be made within the established quotation terms, unless otherwise agreed in writing by FONCS.

In case of delay or non-payment, FONCS will be entitled to recover the amount owed plus 01% (one) percent per each day until 30% (thirty) percent, as well as the costs of collection and attorneys' fees.

## 4. SHIPPING

It is allowed for customers to pick up merchandise at FONCS warehouse. Our facility is located at: 11905 Hayter Rd Laredo, Texas 78045. The delivery timeframes go from 9:00 a.m. to 5:00 p.m. Central Time, with a one day prior notification.

The customer has 5 working days after invoicing or issuance to pick up the merchandise, if exceed the 5 business days stipulated, storage charges will be generated.

The storage charge will be \$ 9.5 dollars per pallet per week that is occupied by each order, considering at least one pallet and at least one week if it is occupied at least.

The merchandise can be sent through a parcel if the customer wishes and at its sole cost; the merchandise collection must be scheduled by the customer; the parcel must present a physical copy of the Bill of Lading to the warehouse, otherwise the merchandise will not be delivered. The shipping schedule shall follow the same timeframe as the established within this clause. The customer will be responsible for requesting the Bill of Lading format and send it to the sales executive with the pick up notification, who will be in charge of delivering it to our logistics operations area.

In the event that your parcel requests an additional requirement, stating without limitation: placing the merchandise on pallet, etc., all additional requirements will be quoted separately.

FONCS merchandise distribution are based on the following:

<b>LAREDO TEXAS WAREHOUSE</b>	-Delivery in FONCS Laredo warehouse. -Loading operations in Laredo warehouse is included.
<b>CUSTOMER FACILITY*</b>	- Loading operations in Laredo warehouse. -Freight from Laredo, TX warehouse to final destination.

\*The customer should have in their facilities to proceed with the unloading of the merchandise at least forklift, pallet jack and dock. Special handling commodities are not included. If the customer requires different shipping arrangements/ terms, they must be defined in writing. Additional charges due to after hours unloading are not included (1 hour for LTL and 4 hours for FTL). The type of transport included is 53" dry truck. Changes in services or additional services are offered under availability and with extra charges.

For shipments that require a flatbed unit the minimum order quantity is 5 pallets of 20,000 FT. Otherwise, it must be quoted to analyze if the cost will be charged to the customer.

## 5. MINIMUM ORDER QUANTITY AND STANDARD PACKAGING QUANTITY

PRODUCT SUBFAMILY	MINIMUM ORDER QUANTITY	STANDARD PACKAGING QUANTITY
FIBER DROP CLAMPS	50 pieces*	According to the packaging information in the corresponding technical data sheet.
SPIRAL VIBRATION DAMPERS	25 pieces*	
ADSS AND MESSENGER CABLE STORAGE UNITS	2 pieces*	
FIBER OPTIC BUILDOUT ATTENUATOR	50 pieces*	
2 PORT FIBER NETWORK INTERFACE DEVICE	16 pieces*	
2 PORT WALL OUTLET TERMINAL BOX	72 pieces*	
6 PORT FIBER OPTIC PRO TERMINAL BOX	6 pieces*	
2 PORT FIBER OPTIC PRO TERMINAL BOX	9 pieces*	
HARDENED DROP FIBER OPTIC JUMPER	1 master box totally filled* / 1 reel depending on the case	
HARDENED DROP FIBER OPTIC PIGTAIL	1 master box totally filled* / 1 reel depending on the case	
IN-LINE HARDENED FIBER OPTIC JUMPER	1 master box totally filled* / 1 reel depending on the case	
IN-LINE HARDENED FIBER OPTIC PIGTAIL	1 master box totally filled* / 1 reel depending on the case	
HARDENED DROP FIBER OPTIC JUMPER ASSEMBLIES	1 master box totally filled* / 1 reel depending on the case	
HARDENED DROP FIBER OPTIC PIGTAIL ASSEMBLIES	1 master box totally filled* / 1 reel depending on the case	
FLAT DROP FIBER OPTIC JUMPER	1 master box totally filled* / 1 reel depending on the case	
FLAT DROP FIBER OPTIC PIGTAIL	1 master box totally filled* / 1 reel depending on the case	
2-CORE FLAT DROP FIBER OPTIC PIGTAIL	1 master box totally filled* / 1 reel depending on the case	
2-CORE FLAT DROP FIBER OPTIC JUMPER	1 master box totally filled* / 1 reel depending on the case	
DROP FIBER OPTIC PUSHABLE JUMPER	1 master box totally filled*	
DROP FIBER OPTIC MDU JUMPER	1 master box totally filled*	
DROP FIBER OPTIC MDU PIGTAIL	1 master box totally filled*	
TERMINAL SPLICE CLOSURE 01	400 pieces*	
4 PORTS FILUX MULTIPOINT SERVICE TERMINAL SERIES	1 piece	
6 PORTS FILUX MULTIPOINT SERVICE TERMINAL SERIES	1 piece	
8 PORTS FILUX MULTIPOINT SERVICE TERMINAL SERIES	1 piece	
12 PORTS FILUX MULTIPOINT SERVICE TERMINAL SERIES	1 piece	
LOOSE TUBE ALL-DIELECTRIC SLIM CABLE DRY	10,000 ft**	
LOOSE TUBE DIELECTRIC ARMORED DOUBLE JACKET CABLE DRY	10,000 ft**	
LOOSE TUBE SINGLE-ARMORED SINGLE-JACKET CABLE GEL-FILLED	5,000 ft**	
LOOSE TUBE SINGLE-ARMORED SINGLE-JACKET CABLE DRY	5,000 ft**	

LOOSE TUBE SINGLE-ARMORED DOUBLE-JACKET CABLE DRY	5,000 ft**	According to the packaging information in the corresponding technical data sheet.
LOOSE TUBE SINGLE-ARMORED FLAT RIBBON FIBER CABLE GEL-FILLED	5,000 ft**	
CENTRAL LOOSE TUBE SINGLE ARMORED FLAT RIBBON FIBER CABLE DRY	10,000 ft	
CENTRAL LOOSE TUBE ARMORED CABLE DRY 8.2MM	5,000 ft	
FLAT DROP CABLE 3.0MM GEL-FILLED	2,000 ft	
FLAT DROP CABLE 3.0MM DRY	2,000 ft	
TONEABLE FLAT DROP CABLE 3.0MM GEL-FILLED	2,000 ft	
TONEABLE FLAT DROP CABLE 3.0MM DRY	2,000 ft	
REEL-IN-A-BOX FLAT DROP CABLE 3.0MM GEL-FILLED	1 pallet*	
REEL-IN-A-BOX FLAT DROP CABLE 3.0MM DRY	1 pallet*	
REEL-IN-A-BOX TONEABLE FLAT DROP CABLE 3.0MM GEL-FILLED	1 pallet*	
REEL-IN-A-BOX TONEABLE FLAT DROP CABLE 3.0MM DRY	1 pallet*	
SINGLE JACKET ADSS CABLE GEL-FILLED	10,000 ft**	
DOUBLE JACKET ADSS CABLE GEL-FILLED	10,000 ft**	
SINGLE JACKET ADSS TRACK-RESISTANT CABLE GEL-FILLED	10,000 ft**	
DOUBLE JACKET ADSS TRACK-RESISTANT CABLE GEL-FILLED	10,000 ft**	
AIR BLOWN MICRO CABLE	5,000 ft**	
CENTRAL LOOSE TUBE AIR BLOWN MICRO CABLE	10,000 ft**	
CENTRAL LOOSE TUBE ALL-DIELECTRIC CABLE DRY	5,000 ft**	
LOOSE TUBE ALL-DIELECTRIC CABLE DRY	5,000 ft**	
LOOSE TUBE ALL-DIELECTRIC FLAT RIBBON FIBER CABLE GEL-FILLED	6,552 ft	
CENTRAL LOOSE TUBE ALL-DIELECTRIC FLAT RIBBON FIBER CABLE DRY	15,000 ft	
LOOSE TUBE SINGLE-ARMORED SINGLE-JACKET SLIM CABLE GEL-FILLED	5,000 ft**	
LOOSE TUBE SINGLE-ARMORED SINGLE-JACKET SLIM CABLE DRY	5,000 ft**	
LOOSE TUBE SINGLE-ARMORED DOUBLE-JACKET SLIM CABLE DRY	10,000 ft**	
LOOSE TUBE DOUBLE-ARMORED DOUBLE JACKET CABLE DRY	10,000 ft**	
LOOSE TUBE DOUBLE-ARMORED TRIPLE JACKET CABLE DRY	10,000 ft**	
PUSHABLE CABLE	3,200 ft	
MDU DROP CABLE 3mm	10,000ft**	
MDU DROP CABLE 4.8mm	3,200 ft	
MICRO FLAT DROP CABLE	5,000 ft	
TONEABLE MICRO FLAT DROP CABLE	5,000 ft	
REEL-IN-A-BOX MDU DROP CABLE	1 pallet *	
FTTH DROP CABLE	1 km	
FLAT DROP INDOOR/OUTDOOR SIMPLEX CABLE	5000 ft**	
TONEABLE FLAT DROP INDOOR/OUTDOOR SIMPLEX CABLE	5000 ft**	
FLAT DROP INDOOR/OUTDOOR DUAL CABLE	5000 ft	
TONEABLE FLAT DROP INDOOR/OUTDOOR DUAL CABLE	5000 ft	

\*The minimum order quantity for a sample can be 1 piece.

\*\*The minimum order quantity for samples can be 3280 FT.

## 6. ORDERS

All orders received are subject to acceptance by an authorized representative of FONCS.

Prices quoted above assume standard Minimum Order Quantities (MOQ) specified in the Technical Data Sheet.

The standard tolerance on cable lengths is + / - 5% per reel. The invoice will be made for the exact amount of product, and tolerance of 5% can not be revoked, the customer purchase order shall be modified accordingly prior to shipping.

For cable requests, except as specified by the customer and agreed to in writing by an authorized FONCS representative, the product being sold to the customer will be produced in accordance with the Technical Data Sheet.

If any other non-standard cut lengths are required FONCS will need to quote accordingly and can be provided upon request. Exact cut lengths required for each fiber cable must be specified on the purchase order. With new pricing when necessary FONCS will not be able to begin production without a confirmed purchase order.

All products, including those produced to meet an exact specification, will be subject to tolerances and variations consistent with manufacturing practices in regard to dimension, weight, section, composition, mechanical and optical properties; to normal variations in surface and internal conditions As well as deviations from tolerances and variations consistent with practical testing and inspection methods.

## 7. SHIPMENT ANOMALIES

FONCS makes every effort to guarantee the accuracy of each shipment, for this reason, in case of detecting any anomaly the customer must report it in writing by email to qms@foncs.com or requested and send it to the sales executive within a term no longer than 5 business days after the shipment is received to validate the warranty. After this date, FONCS shall not be responsible for any anomaly in the shipment.

FONCS shall not be liable for loss, damage delays or no delivery due to causes beyond its reasonable control including but not limited to acts of God, acts of any governmental authority or Buyer, acts of civil or military authority, fires, floods, strikes or other labor disturbances, way, riot, delays in transportation, breakdown of essential machinery or material shortages. In the event of delay for any such reason, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. When the company is unable to perform for any of the foregoing reasons, FONCS may (at its sole discretion) cancel the order without liability.

## 8. WARRANTY

Through the tests carried out on our products, we are sure that you will receive a product that meets the highest quality standards, so we offer a warranty for all the products we handle, which applies

according to the following table, applying only due to manufacturing defects.

PRODUCT FAMILY	WARRANTY
Fiber Optic Cable	One Year
Plastic Reels	One Year
Fiber Optic Cable Hardware	25 years
Distributors	25 years
Optical Assemblies	25 years
Terminal Boxes	25 years
Splice Closures	One Year
Attenuators	One Year

## 9. CANCELLATION

Buyer cannot cancel orders placed to FONCS without this latter express written consent, and based on acceptable terms to FONCS. In the event of an unauthorized cancellation, Buyer shall be liable to FONCS for all damages relating to the cancellation, including but not limited to all commitments made or costs incurred in preparing to perform or in performing the work, tooling, equipment and material costs, and cancellation charges of FONCS's suppliers.

## 10. GOVERNING LAW AND VENUE

US Commercial Law shall govern the validity, interpretation, and enforcement of this order. Venue for any action relating to the order shall be proper in 11905 Hayter Rd, Laredo, Texas 78045; the location of FONCS's principal place of business.

## 11. PENALTIES

No penalties shall apply to FONCS.

## 12. CLAIMS OF PATENT INFRINGEMENT

Buyer shall indemnify and hold Seller harmless from all Claims based upon:

- I. the use of a Product customized for Buyer based on Buyer's ideas, specifications or designs,
- II. the performance of a process performed by the Products not recommended in writing by Seller, or
- III. the use or sale of the Products delivered hereunder in combination with other products not delivered to Buyer by Seller.