

TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall mean Warren del Caribe, WDC Puerto Rico Inc. and also include each division or d/b/a of Sonepar Distribution US, Inc. whether or not specifically identified herein, including but not limited to Warren del Caribe.

All sales made by Seller are subject to these Terms and Conditions of Sale, and those required by applicable laws and regulations, which shall prevail over any inconsistent terms of Purchaser's purchase order or other documents. No terms and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. Seller is not bound by previous terms and conditions that may have been honored by Seller to Purchaser, but which may be inconsistent with the terms and conditions stated herein. No modification or alteration of these provisions shall result by Seller's shipment of goods following receipt of Purchaser's purchase order, or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. Notwithstanding the foregoing, if Purchaser has an ongoing credit agreement or facility with Seller, the terms of such credit may modify the terms herein. Consult your credit application and related documents. Seller's terms and conditions are subject to change upon written notice and all future sales and extension of credit are at the sole discretion of the Seller.

Once the purchase or service order has been issued, the Buyer cannot request to cancel it if the goods detailed in the order are of special manufacture or are not included in the catalog of regular inventory products (the "Special Products"); An order for Special Products may be only be canceled or returned within a period of fifteen (15) calendar days after the issuance of the purchase order or products delivery to the buyer, in such case the merchandise and its packaging must be in perfect conditions and Buyer will have to pay all transport cost to Seller's facility as well as a warehousing fee. Non Stock items ("Special Products") returns are not acceptable once these items have been delivered. Only under the conditions negotiated by both parties prior to any purchase (Quotations) returns can be accepted, this must be specified in the Purchase Order. A cancellation of these Special Products is subject to "cancellation fees" according to negotiated terms in the Quotation.

Prices in quotation made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions, when made, are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any

such tax or to provide Seller with an acceptable tax exemption certificate.

Seller shall not be liable for delay or default in delivery and all quotations and agreements are subject to any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's direct and immediate control.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturer of such goods, who shall be the sole responsible of honoring such warranties. All warranty claims shall be made directly to the manufacturer in accordance with the manufacturer's warranty terms and conditions.

ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE, FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT. PURCHASER, IN ADDITION TO COMPLYING WITH THE MANUFACTURER'S WARRANTY, MUST GIVE SELLER WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN FOUR (4) DAYS AFTER RECEIPT OF THE GOODS. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT, AT ITS SOLE DISCRETION, THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. PURCHASER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, PRODUCT LIABILITY, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS DOCUMENT, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER.

No credit for goods returned by Purchaser shall be given without Seller's prior written authorization. All returns are subject to a restocking charge of not less than 25%. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within four (4) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. Seller's responsibility ceases upon issuance of Bill of Lading. Seller shall not be liable to Purchaser for goods that are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover

any and all damage directly from the common carrier. Special order items are considered billable at time of order and are non-returnable. All material shall be shipped/delivered uninsured unless stated otherwise. Any change in quantities or destination may result in a price adjustment by Seller. Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers, or other third parties, and not on Seller's interpretation.

Unless otherwise stated or agreed in writing between Seller and Purchaser, payment terms are Net 30 Days. Payment is due in the form of cash, check, certified check, credit card, electronic bank transfer, or money order. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorney's and paralegal fees, incurred pre-suit, during suit, through trial, after suit, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Seller may assign any cause of action that Seller may have against Purchaser to any affiliate without requiring the consent of Purchaser. To the extent Seller agrees to release a lien or waive bond rights, this does not constitute a waiver or release of Seller's rights or claims in contract, tort or equity. All releases are expressly contingent upon receipt of good funds in-hand-paid to Seller.

Both the Seller and the Buyer agree that all information given and transmitted to each other arising from the relationship and reciprocal obligations set forth herein, shall be strictly confidential, and may not in any way be transmitted in any manner to third parties, except information required by law or governmental authority, also the parties commit that their personnel who, due to the development and execution of this document for any reason could access to such confidential information, shall comply with this clause, being responsible, if applicable, of damages that such breach may cause to the other party.

The Buyer accepts and declares that the use that it will give to the products and the means by it acquires are of legal character and that in the process of acquisition of the merchandise both the buyer and its personnel acted at all times in compliance to the most high standards of business ethics. The Seller declares that its products are from a legitimate origin and that during the process of offer and sale to the Buyer, has adhered to the highest standards of business ethics. Due to the above, both the Seller and the Buyer declare that both will act in compliance with the law and in compliance with the legislation applicable to each one, both also undertake to keep each other away from any situation that could be criminal, contrary to the law, acts of corruption or bribery and any other related; in case of non-compliance with this paragraph, each of the parties will be responsible for the damages caused to the other party, in addition to the penalties that correspond to them according to the legislation.

Purchaser waives any and all privileges and rights that Purchaser may have relating to venue. Purchaser and Seller agree that any legal action brought as a result of the account or business relationship between Purchaser and Seller shall be brought in

the Commonwealth of Puerto Rico Court of First Instance, Caguas Part, or any other municipality in which Seller may have relocated its principal place of business at the time the claim is filed. If Purchaser fails to comply with these Terms and Conditions of Sale or Purchaser's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to send Seller written notice of any changes in the form of ownership of Purchaser's business within five days of such changes. Any change in the underlying ownership (legal, equitable or beneficial) of, and/or (in the case of a corporation) in the power to vote twenty-five (25%) percent or more of the outstanding capital stock of Purchaser, whether such change of ownership is by sale, assignment, operation of law (e.g., merger or consolidation) or otherwise, shall be deemed a Transfer. Failure to comply with this notice requirement shall be construed as an event of default with any credit terms granted to Purchaser, and may be cause to immediately collect all amounts due to Seller, notwithstanding other terms of sale or credit.

PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.