



TERMS AND CONDITIONS FOR PRODUCT SALES

1. **Definitions:** As used herein, the following terms have the following meanings: The term "Agreement" means these Terms and Conditions for Product Sales ("Terms and Conditions"), together with all documents specifically referenced herein and any written purchase order, pricing sheet, contract or agreement which attaches, incorporates or otherwise references these Terms and Conditions. The term "Buyer" means the individual, corporation, partnership, Limited Liability Company or other legal entity that has submitted an order to Southwire. The term "Change of Control Event" means an event experienced by a party that is significant enough to affect such party's ability to perform under this Agreement, any Order or Confirmation, and that includes, without limitation, out-contracted management, enterprise transformation in line with stock system, joint operation, merger, joint venture, division, decrease of registered capital, change in shareholder structure, a sale of all or substantially all of such party's assets, dissolution and liquidation. The term "Confirmation" means a written confirmation of acceptance delivered by Southwire to Buyer in response to an Order submitted by Buyer; each Confirmation shall contain a description and quantity of the Product(s) ordered pursuant to the relevant Order. The term "Order" means Buyer's expressed desire, which must be contained in a writing, to purchase Products from Southwire. The term "Products" means all of the products, materials and related services that Buyer desires to purchase from Southwire. The sale of Products that are the subject of an Order will be governed by this Agreement. The term "Southwire" means Southwire Canada Company.
2. **Scope and Agreement Acceptance.** All Products are supplied pursuant to the terms of this Agreement. Unless otherwise specified herein, this Agreement will become legally enforceable on the earlier of (a) the date on which this Agreement becomes fully executed by an authorized representative of each party, or (b) delivery by Southwire of a Confirmation pertaining to Buyer's first Order under this Agreement. Any acceptance of this Agreement is limited to acceptance of the express terms of the offer contained on the face and back hereof. Without the written consent of an authorized representative of Southwire, no additional or different terms proposed by Buyer in any Order will be effective to modify the Agreement, and Buyer will be deemed to have accepted the Agreement without such modifications. Additional or different terms or any attempt by Buyer to vary in any degree any of the terms of the Agreement will be deemed material and are expressly objected to and rejected.
3. **Price.** Unless otherwise specified in this Agreement or in a separate writing signed by Southwire, the prices and charges stated in this Agreement will not be adjusted or modified. The Product prices and charges stated in this Agreement or in any such separate writing do not include any sales or other similar taxes, "adder" charges relating to a specified Product, or charges for any Buyer-requested special packaging design and specifications. Buyer will be responsible for paying all such taxes (excluding taxes based on Southwire's income) and charges. The respective prices of Products ordered by Buyer are subject to adjustment, without notice, based on fluctuations in the price of copper (as quoted by COMEX) or price of aluminum (as quoted by LME) in effect on the date of Product shipment.
4. **Drawback.** The price of goods sold for export does not include import duty, if any, and Southwire reserves the right to claim drawback. Buyer agrees to (a) assist Southwire in any efforts to obtain drawback and to furnish Southwire with all necessary documents in connection therewith, and (b), if goods are transferred for export, require exporter to furnish proof of such exportation.

5. **Payment.** Unless Southwire's Credit Department approves credit terms for Buyer, Buyer shall pay for Product purchases in cash, in advance. If Southwire's Credit Department has approved

Credit terms for Buyer, unless otherwise set forth herein or in any Confirmation delivered by Southwire hereunder, payment terms are net 30 days from the date of Southwire's invoice. If, at any time during the term of this Agreement, Southwire has reasonable grounds for insecurity (resulting from a Change of Control Event experienced by Buyer or otherwise) with respect to Buyer's due payment for any amount due under any invoice, Southwire may demand different terms of payment and Buyer's adequate assurance of due payment. Any such demand by Southwire may be made orally or in writing, and Southwire may, upon making any such demand, stop Product production and suspend Product shipments under this Agreement until Southwire's receipt of Buyer's payment. If, within the period stated in such demand, Buyer fails or refuses to agree to such different payment terms or fails or refuses to provide Southwire with adequate assurance of due payment, Southwire may, at its option, treat such failure or refusal as a repudiation of the portion of the Order that has not been fully performed, or Southwire may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title. Any amount that is due and payable by Buyer under the Agreement and that is not remitted on or prior to the applicable due date will, for each day such amount remains due and unpaid, accrue interest at a rate equal to the greater of 0.5% of the overdue amount, and the maximum rate of interest permitted under applicable law.

6. **Delays.** Unless a shipping date relating to an Order is specified in this Agreement, the relevant Confirmation, or a writing signed by Southwire as being firm, Southwire will use reasonable commercial efforts to fill an Order in accordance with the estimated shipping date. SOUTHWIRE WILL NOT BE RESPONSIBLE FOR ANY DELAYS IN FILLING ANY ORDER NOR WILL SOUTHWIRE BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM SUCH DELAYS, AND NO ORDER WILL BE SUBJECT TO CANCELLATION BECAUSE OF ANY SUCH DELAYS.

7. **Shortages.** Each Product delivery to Buyer is subject to the standard industry quantity variance, which variance will not exceed plus/minus 10% per unit of Product quantity and plus/minus 5% on reel lengths actually ordered by Buyer, as well as any special variance terms that apply to the relevant Product. Within 30 days of Buyer's receipt of Product ordered hereunder, Buyer must provide Southwire with written notice of any material variance between the quantity of Product actually received by Buyer and the quantity of Product set forth on the applicable Order. If Buyer fails to provide Southwire with such written notice within such 30-day period, the quantity of Products actually received by Buyer shall be conclusively determined to be the quantity ordered by Buyer.

8. **Lead Time.** For purposes of these Terms and Conditions, "Lead Time" means the time period in calendar days between the date on which Southwire receives an Order from Buyer and Buyer's requested delivery date for such Products. Unless otherwise agreed to in writing by the parties, the Lead Time for delivery of Products ordered by Buyer pursuant to an Order, at the location specified in the relevant Order, and is 45 days from the date of such Order.

9. **Shipments.**

- (a) Each order of Products by Buyer must be made by Buyer's transmission of an Order to Southwire. Southwire will not honor any Product order that is not reflected in an Order delivered pursuant to the terms of this Agreement.
- (b) All stock is subject to prior sales. Product not in stock is subject to standard delivery lead-time of 8-10 weeks after receipt of order. Southwire will notify Buyer if an item is back-ordered.

- (c) Each Order provided by Buyer to Seller shall set forth certain information including, without limitation, (i) each Product ordered by Buyer pursuant to such Order, (ii) the desired quantity of each such ordered Product, (iii) the requested date of delivery of the ordered Products, which requested date of delivery shall take into account and conform with the respective provisions of Sections 6 and 8, and (iv) the location at which such Products are to be delivered. Southwire is not required to deliver in any month (x) a quantity of Products that exceeds the maximum monthly quantity, if any, of Products detailed in this Contact, or (y), if no such maximum monthly quantity is specified, more than the pro rata monthly quantity of the quantity of Products set forth in this Agreement to be purchased by Buyer.
- (d) Unless otherwise provided in a Confirmation provided by Southwire, Southwire may make partial shipments and may invoice Buyer for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale. Notwithstanding the foregoing, a delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of remaining shipments under this Agreement.
- (e) Absent manifest error, Southwire's shipping weights will govern for each shipment or partial shipment under this Agreement. In the event Buyer disputes the shipping weight of any shipment or partial shipment under this Agreement, Buyer will promptly notify Southwire in writing of the reasons for such dispute and provide Southwire with all necessary documents to substantiate the shipping weight difference.

10. Delivery and Transportation.

- (a) Unless different shipping terms are specified on the face of the relevant Confirmation, Products will be shipped F.O.B. (INCOTERMS 2010) Southwire's designated shipping point. In addition, title and risk of loss shall pass to customer at Southwire's shipping point. If an Order provides shipping terms requesting delivery of Products to a specific location, Southwire will ship such Products via a method and carrier requested by Buyer in such Order so long as Buyer's request complies with Southwire's shipping and delivery policies. If Buyer fails to designate a shipping method or carrier, the shipping method and/or carrier will be selected by Southwire in its sole discretion. Method of shipping, carrier and delivery terms will be confirmed in the Confirmation. Notwithstanding anything to the contrary contained herein, in the event of any conflict between the shipping and delivery terms reflected in an Order and the shipping and delivery terms reflected in a Confirmation, the terms reflected in the Confirmation will control. All freight and shipping charges pertaining to Product shipments shall be borne by Buyer and such charges will be reflected as separate, itemized charges on the relevant invoices provided to Buyer by Southwire. Excess packing, shipping and transportation charges resulting from compliance with respect to the use of any method of transportation, carrier or routing other than that which would be designated by Southwire will be for Buyer's account. In the case of Buyer pick-up, Buyer's truck is the destination, and unless Southwire otherwise agrees in writing, Southwire will not deliver or bear any cost or make any allowance with respect to Buyer's pick-up, beyond loading Products onto Buyer's truck (whether owned by, leased to or otherwise under contract to Buyer). The terms of this Section shall be interpreted in accordance with Incoterms 2010 (International Chamber of Commerce). In the event of any conflict between the Incoterm mentioned above, on the one hand, and these Terms and Conditions and/or the Agreement, on the other hand, these Terms and Conditions and/or the Agreement will control.

(b)

Any failure by Buyer to accept delivery of Products for any reason other than the Products' failure to materially conform to the terms of the relevant Order will constitute a breach of this Agreement. Upon such a breach, Buyer agrees that Southwire may take reasonable measures to protect such Products, and Buyer will be required to compensate Southwire for all expenses and losses incurred by Southwire as a result of Buyer's failure to accept delivery of the Products. In the case of standard Products (i.e. Products that are not specially manufactured or packaged for Buyer), such expenses and losses may include, without limitation, drawing fees, warehousing and other storage fees, uploading/downloading fees, freight, relevant expenses for auction or resale, if necessary, metal price losses caused by metal price fluctuations, and any losses arising out of Southwire's applicable metal futures contract due to the breach. In the case of specially manufactured or packaged Products, Buyer will be liable for any and all of the aforementioned expenses and losses, as well as damages equal to the Products' aggregate contract price less the net salvage value received by Southwire for such Products, if any.

11. **Deferral of Product Shipment.** Buyer may defer any Product shipment for a maximum of six (6) months from the delivery date set forth in the original Order, provided that Buyer furnishes Southwire with a written request for deferral at least 90 days prior to the delivery date set forth in the original Order. For each deferred product shipment, Southwire will charge customer a monthly deferral fee, which monthly fee will equal 1.5% of the aggregate cost of the deferred Product shipment. Southwire will invoice Buyer for the total amount of all monthly deferral fees assessed against Buyer in connection with a single deferred Product s h i p m e n t .

12. **Order Cancellation.** Prior to Southwire’s shipment of Product to Buyer, Buyer may request that the relevant Order be cancelled in whole or in part. Notwithstanding, non-stock, non-standard or custom made products are excluded from this provision and may not be cancelled or refunded. Such request must be furnished to Southwire in writing and such writing must describe the relevant Order (by Order number and date and the type and quantity of Product ordered) and the amount of such Order that Buyer wishes to cancel. Any Order cancellation will be effective on the earlier of the following dates: (a) the date on which Southwire furnishes Buyer with written acceptance of such cancellation; or (b) the tenth Business Day (as defined in Section 22) following Southwire’s receipt of Buyer’s written request for cancellation of the Order in whole or in part. For any Order or portion thereof that Southwire permits Buyer to cancel, Buyer will be responsible for paying a percentage of the aggregate Order price, or, for cancellations of a portion of an Order, a percentage of the price relating to the portion being cancelled. The percentage payable by Buyer will be based on the number of days that remain between the effective date of cancellation and the applicable originally scheduled shipment date, as reflected in the following table:

Effective Date of Cancellation	Percentage of the Order Price (or portion thereof being cancelled) Buyer is Responsible for Paying
Occurs more than 90 days prior to the scheduled delivery date	30%
Occurs 61 – 90 days prior to the scheduled delivery date	50%
Occurs 31 – 60 days prior to the scheduled delivery date	75%
Occurs less than 31 days prior to the scheduled delivery date	90%

13. **Force Majeure.** Subject to the terms of this Section, neither Southwire nor Buyer will have any liability to the other party for any failure, deficiency, or delay in such party's performance of its obligations hereunder to the extent such failure, deficiency, or delay both: (a) is caused by any accident; shortage of labor, materials, fuel or power; labor troubles; machinery or equipment breakdown or failure; facility shutdown; act of war, act of terrorism, civil riot or rebellion; epidemics, pandemics, or quarantines or other measures taken to ensure compliance with government issued health guidelines or other circumstances beyond Southwire's control, embargo, government shutdown or other similar unusual governmental action; restriction imposed by national or local legislation or regulations; extraordinary element of nature or Act of God; or other similar cause of event; and (b) could not have been prevented by the non-performing party's reasonable precautions or commercially accepted processes. Events meeting the criteria set forth in clauses (a) and (b) above are referred to collectively as "Force Majeure Events" and individually as a "Force Majeure Event". Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance or observance of its affected obligation(s) hereunder for as long as such circumstances prevail, provided that such party continues to attempt to recommence performance or observance to the greatest extent possible without delay. The foregoing terms of this Section 13 will not apply to Buyer's obligation to pay to Southwire any and all amounts that Buyer owes Southwire under the Agreement.
14. **Inspection, Acceptance or Rejection.** Inspection, acceptance or rightful rejection of the Products must be made within 30 days after Buyer's receipt of the Products. During such 30-day period (the "Acceptance Period"), Buyer must (a) notify Southwire in writing if Buyer believes that any Products delivered hereunder suffer from a defect in material or workmanship, and (b) exercise due care with respect to and hold and maintain such Products in substantially the same form in which such Products were delivered to Buyer so that Southwire can, at its discretion, arrange for its inspection of such allegedly defective Products and/or arrange for the return shipment of such Products to Southwire. Any Products returned which are not determined by Southwire to contain a defect in material or workmanship are subject to a 20% restocking fee and freight costs to be paid by the Buyer.
15. **Reusable Items.** On occasion, Southwire will use reusable reels and other items solely for purposes of transporting Product to Buyer and enabling Buyer to install the Product. All reusable reels and any and all other reusable items (including, without limitation, spools, bobbins, drums and cores) used to transport Product to Buyer and/or aid in Product installation are the sole property of Southwire. When Buyer orders Product that Southwire must ship to Buyer using or with returnable items, Southwire will charge Buyer a refundable returnable item deposit, which charge will be listed as a separate item on the invoice delivered to Buyer at the time of Product delivery. Southwire will fully refund such deposit to Buyer in the form of a credit memo (or check, if Buyer has no additional, outstanding Orders), provided that Buyer complies with the applicable and then-current Southwire policies for Steel or Wood Reel Return.

Southwire will inform Buyer whether a reel or other item constitutes a "returnable item." Buyer shall not return any reels or other items to Southwire without Southwire's prior consent and shipping instructions. Buyer shall use the least-costly mode of shipment for returning returnable items to Southwire, unless otherwise specified in writing by Southwire. Southwire will charge back to Buyer any charges that Southwire incurs over and above such least-costly mode of shipment.

16. **Warranty.** Southwire warrants to Buyer that Products will, at the time of shipment, substantially conform to the description in the applicable Confirmation, that Southwire will convey good title to the Products, and that such Products will be delivered free from any lawful security interest or other lien or encumbrance known to Southwire. SOUTHWIRE MAKES NO WARRANTY THAT THE PRODUCTS WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. SOUTHWIRE MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE GOODS EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN. THE WARRANTIES SET FORTH HEREIN DO NOT APPLY TO ANY WARRANTY CLAIM RESULTING FROM OR ARISING OUT OF (a) BUYER'S MISUSE OR ABUSE OF PRODUCTS, (b) BUYER'S FAILURE TO ADHERE TO PRODUCT DIRECTIONS OR SPECIFICATIONS, or (c) ANY ACTION OR OMISSION OF A THIRD PARTY. THE WARRANTY CONTAINED IN THIS SECTION APPLIES ONLY TO COMMERCIAL OR INDUSTRIAL USERS OF THE RELEVANT PRODUCT OR BUYERS WHO PURCHASE FOR THE SOLE PURPOSE OF RESELLING THE PRODUCT. SEPARATE WARRANTIES FOR BUYERS WHO PURCHASE PRODUCTS FOR PERSONAL, FAMILY, OR HOUSEHOLD APPLICATIONS ARE AVAILABLE UPON REQUEST.

17. **Limitation of Liability.**

- (a) SOUTHWIRE'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY TENDER OF NONCONFORMING PRODUCTS OR BREACH OF THE WARRANTY PROVIDED HEREIN, IS EXPRESSLY LIMITED TO SOUTHWIRE'S CHOICE, OF (i) THE REPAIR OF THE NONCONFORMING PRODUCTS, (ii) THE REPLACEMENT OF THE NONCONFORMING PRODUCTS WITH CONFORMING PRODUCTS AT THE PLACE OF DELIVERY SHOWN IN THE RELEVANT ORDER, OR (iii) THE REFUND OF THAT PORTION OF THE PURCHASE PRICE REPRESENTED BY THE NONCONFORMING PRODUCTS. ANY SUCH REPAIR, REPLACEMENT OR REFUND WILL BE MADE ONLY UPON RETURN OF THE NONCONFORMING PRODUCTS, WHICH MAY BE RETURNED AT SOUTHWIRE'S COST ONLY AFTER SOUTHWIRE'S INSPECTION AND BUYER'S RECEIPT FROM SOUTHWIRE OF SHIPPING INSTRUCTIONS.
- (b) SOUTHWIRE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, CONTINGENT, OR PUNITIVE DAMAGES FOR (i) ANY BREACH OF WARRANTY, WHETHER BASED ON THEORIES OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; (ii) THE TENDER OF DEFECTIVE OR NONCONFORMING PRODUCTS; OR (iii) BREACH OF ANY OTHER PROVISION OF THIS AGREEMENT. IN ANY EVENT, SOUTHWIRE'S LIABILITY TO BUYER WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH SUCH LIABILITY IS BASED.

18. **Patents.**

- (a) Buyer agrees to, with respect to the Products delivered under these Terms and Conditions, indemnify Southwire against all court-assessed damages and costs resulting from infringement of any United States Letters Patent to the extent that the infringement arises from designs, specifications or instructions furnished or explicitly or implicitly required by Buyer.
- (b) Buyer agrees to provide information and reasonable assistance to Southwire upon request to the extent such information and assistance are required by Southwire to defend against any infringement claim arising under this Section.

- (c) The sale of Products covered by these Terms and Conditions will not grant to Buyer any right or license of any kind under any patent or other intellectual property right owned or controlled by Southwire, or under which Southwire is licensed; provided, however, the foregoing clause will not be construed as limiting in any way the right of Buyer to use and sell such Products in the event that such Products as sold under these Terms and Conditions are covered by any such patent.
19. **Indemnity.** Buyer will release, hold harmless, indemnify and defend Southwire from any liability (including, without limitation, liability for negligence and strict liability), claims, losses, suits and costs caused by, arising out of or relating to the designs of Products provided by Buyer to Southwire under these Terms and Conditions or the design of any packages or containers provided by Buyer to Southwire in which such Products are shipping, provided that such Products, packages or containers, as applicable, are manufactured in compliance with Buyer's design or specification.
20. **Insecurity.** If Southwire believes that Buyer's prompt payment for Products has become or will imminently become impaired, Southwire may, upon providing notice to Buyer, suspend any applicable credit terms on which Buyer is purchasing Products from Southwire and, at Southwire's option, impose more stringent credit terms or require that Products be purchased by Buyer cash on delivery. In the event Southwire exercises its rights under this Section 20 and Buyer subsequently provides Southwire with adequate assurances that Buyer's prompt payment for Products under the then-suspended credit terms is no longer impaired, Southwire may, in its sole discretion, reinstate such suspended credit terms.
21. **Termination.** Southwire may in its sole discretion terminate all or any portion of the Agreement at any time, provided that Southwire shall complete all work in progress under the Agreement which work in progress would otherwise be affected by such termination. Unless otherwise provided in these Terms and Conditions or the Agreement, Buyer may not, without Southwire's prior written consent, terminate the Agreement or any Order. If Southwire consents to any such termination, reasonable termination charges, which will be computed by Southwire, will be assessed. For purposes of clarity, Southwire's termination charges include, without limitation, the applicable price for the Products of which Southwire has completed manufacture prior to the termination effective date, work in progress, materials purchased and applicable labor costs. Upon any termination by Buyer pursuant to the terms of this Section, Buyer will remain liable for all amounts owed to Southwire under these Terms and Conditions and/or the Agreement, and such amounts shall be remitted to Southwire in accordance with the terms hereof or thereof.
22. **Dispute Resolution.** Buyer and Southwire will use good faith efforts to resolve, within 30 Business Days (as hereinafter defined) of the date of the relevant Dispute Notice (as hereinafter defined), any dispute arising under these Terms and Conditions and/or the Agreement. If any such dispute cannot be resolved within such 30-day period, absent the written consent of the parties indicating otherwise, either party may file a claim within a court of competent jurisdiction. With respect to any such dispute, Buyer and Southwire hereby consent to the exclusive jurisdiction of, and agree that venue will be proper in, courts located in the Province of Ontario. For purposes of this Section, "Business Day" means any day other than (x) Saturday or Sunday or (y) any other day on which banks in Ontario, Canada are permitted or required to be closed; and "Dispute Notice" means a written notice furnished by a party to the other party notifying such other party of a dispute under the Terms and Conditions and/or the Agreement.

23. Miscellaneous.

- (a) Severability. In the event any one or more of the provisions in these Terms and Conditions or in any Order subject hereto should be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect against Buyer or Southwire, such invalidity, illegality or unenforceability shall only apply to such party in the specific jurisdiction where such judgment shall be made, and the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby; provided, however, these Terms and Conditions or such Order shall not be reformed in any way that will deny to any party the essential benefits of these Terms and Conditions or such Order, unless such party waives in writing its rights to such benefits.
- (b) Entire Agreement. These Terms and Conditions, the Orders subject hereto, each Confirmation and the other written instruments specifically referred to herein embody the entire understanding of Buyer and Southwire relating to the subject matter hereof and supersede in their entirety all prior communications, correspondence and instruments, and there are no further or other agreements or understandings, written or oral, in effect between Buyer and Southwire relating to the subject matter hereof. In the event of any conflict between these Terms and Conditions, on the one hand, and any Confirmation delivered hereunder or any other document or agreement executed by Buyer and Southwire in connection herewith, on the other hand, the terms of such Confirmation or such other document or agreement shall control. In the event of any conflict between these Terms and Conditions, any Confirmation delivered hereunder, or any other document or agreement executed by Buyer and Southwire in connection herewith, on the one hand, and an Order, on the other hand, these Terms and Conditions, such Confirmation, or such other document or agreement shall control.
- (c) Amendment; Waiver. The Agreement and the provisions thereof may not be amended, modified or waived in any fashion except by an instrument in writing signed by Buyer and Southwire. The waiver by a party of any breach of the Agreement by the breaching party shall not operate or be construed as the waiver of the same or another breach on a previous or subsequent occasion, nor shall any delay in exercising any right, power or privilege hereunder constitute a waiver thereof.
- (d) Governing Law. These Terms and Conditions and all Orders subject hereto are accepted in the Province of Ontario, Canada and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, other than its rules regarding choice of law.
- (e) Attorneys' Fees. Buyer shall reimburse Southwire for all fees and expenses (including attorneys' fees) incurred by Southwire in connection with any breach by Buyer or any enforcement by Southwire of any provision of these Terms and Conditions or any Order subject hereto.
- (f) Assignment and Subcontracting. Southwire has the right, in its sole discretion, to assign or subcontract to a third party any or all of Southwire's duties hereunder or under any Order subject hereto.