



UNITED COPPER INDUSTRIES

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UNITED COPPER INDUSTRIES, INC. GENERAL TERMS AND CONDITIONS

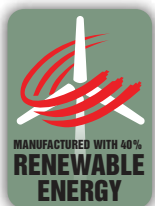
The following are the general terms and conditions relating to the sale by United Copper Industries, Inc. ("Seller"), and purchase by any buyer ("Buyer"), of materials and products ordered ("Materials") pursuant to the applicable contract between the Seller and Buyer (the "Contract"), all of which general terms and conditions are hereby incorporated into the Contract. These terms and conditions supersede all other terms and conditions, whether oral or written, and all other communications between Seller and Buyer suggesting additional or different terms and conditions. These terms and conditions represent the final and complete understanding of Seller and Buyer with respect to the matters covered hereby and may be amended, waived or cancelled only by written agreement signed by both parties. Buyer's receipt of any portion of the Materials shall constitute acceptance of these terms and conditions, unless Buyer immediately returns all such Materials.

1. PRICES: All prices are in U.S. currency, in immediately available funds, unless otherwise stated.

2. QUANTITIES: Seller at its option may over or under ship the Materials by up to ten percent (10%) in either case, in which case the total purchase price shall be adjusted accordingly.

3. WARRANTY: Seller warrants for a period of one (1) year from the date of shipment of the Materials that (a) the Materials conform, in all material respects, to the applicable specifications for such Material which are expressly set forth in the Seller's website at www.unitedcopper.com on the date of shipment of such Materials and (b) shall perform in accordance with such specifications so long as such products are installed in accordance with the National Electrical Code installation standards. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

Buyer shall notify Seller in writing by registered and certified within the one (1) year from the date of shipment of the Materials (the "Warranty Period") of a defect in material or workmanship of any of the Materials, such notification to be made no later than 10 days from the discovery of the alleged defect and shall include a full description of the particular details of such alleged defect. Notwithstanding such claim, Buyer's obligation to perform under the balance of the Contract shall not be affected thereby. Buyer shall afford to Seller and/or its insurer full facilities for inspection and investigation of any such claim. In case of dispute as to whether Material meets the specifications set forth in the Contract is made within the applicable Warranty Period, a mutually acceptable expert shall be designated by (i) Seller's producer and/or Seller and (ii) Buyer, in order to make an examination and in such case said expert's finding shall be conclusive and binding on Buyer and Seller. The expense of such expert shall



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UNITED COPPER INDUSTRIES

PREMIUM QUALITY

UNITED COPPER INDUSTRIES, INC. GENERAL TERMS AND CONDITIONS, continued...

be borne pro rata by Seller for each item of Material found not conforming to specification and by Buyer for each item of Material found to be conforming. In the event that such claim is made within the Warranty Period and Seller (or, if applicable, the appointed expert) determines that such Materials are not in conformity with the warranty given hereunder, Seller shall, subject to Section 12 hereof, replace the defective Materials. This shall be Buyer's exclusive remedy for Seller's liability hereunder. Any claims not made within the Warranty Period are deemed to be irrevocably waived by Buyer. In lieu of replacing the defective Materials, Seller shall have the right, at its sole and absolute discretion, to refund the purchase price thereof. In either case, Seller reserves the right to require the return of all defective Materials.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, ALL OF THE BUYER'S CLAIMS, LOSSES OR DAMAGES UNDER THIS WARRANTY SHALL BE LIMITED PURSUANT TO, AND AS PROVIDED IN, SECTION 12 HEREOF.

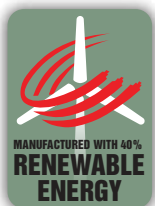
4. PARTIAL SHIPMENTS: Unless otherwise specified, Seller may make partial shipments of the Materials and each shipment shall be deemed a separate sale.

5. COST OF INSURANCE AND TRANSPORTATION: If the Contract provides that Seller shall pay insurance and transportation costs for the Materials, such costs shall be at the rates in effect at date of the Contract unless the cost of insurance and transportation increases prior its shipment date, in which case, such increase shall be borne and be payable exclusively by Buyer.

6. TAXES: In addition to the purchase price, Buyer shall pay Seller the amount of all sales, use, excise taxes, duties and other taxes (except on or measured by net income) that Seller may be required to pay with respect to the production, sale or transportation of any Materials delivered hereunder, except where applicable law expressly provides otherwise.

7. RISK OF LOSS: Unless otherwise expressly provided in the Contract, delivery of Materials to a common carrier, licensed trucker, or vessel shall constitute delivery to Buyer, and all risk of loss or damage in transit shall be borne solely by Buyer.

Page 2





UNITED COPPER INDUSTRIES

PREMIUM QUALITY

UNITED COPPER INDUSTRIES, INC. GENERAL TERMS AND CONDITIONS, continued...

8. DEVIATION: If Contract expressly provides that the risk of loss shall be Seller's until the Materials are delivered to Buyer's destination, Seller shall not be liable for any costs or damages to the extent that the Material arrives late or is unloaded at an incorrect port as long as Seller's delivery to the carrier, trucker or vessel is timely and shipping instructions are accurate. Time of performance shall be extended until the Material is unloaded, and the port of destination shall be the place at which the Material is unloaded by the vessel. Seller shall advise Buyer, to the extent that Seller is aware, of any such delay or deviation within a reasonable time and cooperate with Buyer at Buyer's sole cost and expense, to ship the Materials to a point of destination required by the Buyer.

9. CERTAIN BUYER CLAIMS:

(a) Shortages: Where Material is sold on a delivered basis, all claims for shortages must be made promptly, but not later than ten (10) days, after receipt by the Buyer. Shortage claims must be supported by exceptions taken on the delivery receipt (however denominated) furnished by Buyer to the delivering carrier. Failure to take such exceptions by no later than ten (10) days after receipt by the Buyer shall bar any claim related to shortages.

(b) Damaged Material: All claims of damage of any Material of a kind which might have occurred between origin and receipt by Buyer are barred unless supported by exceptions taken on the delivery receipt (however denominated) furnished by the Buyer to the delivering carrier. Failure to take such exceptions by no later than ten (10) days after receipt by the Buyer shall bar any such claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, ALL OF THE BUYER'S CLAIMS, LOSSES OR DAMAGES UNDER THIS SECTION 9 SHALL BE LIMITED PURSUANT TO, AND AS PROVIDED IN, SECTION 12 HEREOF.

10. SELLER'S REMEDIES: If Buyer wrongfully rejects the Materials or fails to make payments due on or before delivery or repudiates with respect to a part or the whole Contract, then with respect to any Materials directly affected and, if the breach is of the whole Contract, then also with respect to the whole undelivered balance, Seller may withhold delivery of such Materials, stop delivery of such Materials in possession of a carrier or other bailee, and recover damages for non-acceptance or repudiation. The Seller shall be entitled to recover as damages the entire Contract price or any unpaid amount thereof, together with any incidental damages and expenses, cancellation fees, foreign exchange loss, and reasonable attorney's fees and other costs of enforcing its rights hereunder.

Page 3





UNITED COPPER INDUSTRIES

PREMIUM QUALITY

UNITED COPPER INDUSTRIES, INC. GENERAL TERMS AND CONDITIONS, continued...

11. BUYER'S REMEDIES UPON NON-DELIVERY OF MATERIALS: In the event Seller fails to deliver the Materials ordered, Buyer shall serve written notice upon Seller. If Seller fails to perform within sixty (60) days thereafter, Buyer, as its exclusive remedy, may cancel the Contract and shall be entitled to repayment of the purchase price or such part thereof as shall have been then paid by the Buyer.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, ALL OF THE BUYER'S CLAIMS, LOSSES OR DAMAGES UNDER THIS SECTION SHALL BE LIMITED PURSUANT TO, AND AS PROVIDED IN, SECTION 12 HEREOF.

12. LIMITATION OF LIABILITY: BUYER ACKNOWLEDGES AND AGREES THAT ANY CLAIM, LOSS OR DAMAGE SUFFERED BY BUYER (OR ANY PERSON OR ENTITY CLAIMING THROUGH OR ON BEHALF OF BUYER) IN CONNECTION WITH ANY ACT OR OMISSION OF SELLER (WHETHER NEGLIGENT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, FAILURE TO DELIVER, DELAY IN DELIVERY, OR BREACH OF WARRANTY) PURSUANT TO, OR RELATED TO, THE CONTRACT, THE MATERIALS OR OTHERWISE, (A) SELLER SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR (I) ANY REMOVAL COSTS OR REINSTALLATION COSTS, OR (II) SPECIAL, LOSS OF PROFITS, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS TRANSACTION, THE CONTRACT OR THE USE OR INABILITY TO USE THE MATERIALS, AND (B) SELLER'S MAXIMUM LIABILITY SHALL NOT, IN ANY CASE, EXCEED THE CONTRACT PRICE FOR THE MATERIALS WITH RESPECT TO WHICH SUCH LIABILITY IS CLAIMED OR, WHERE APPROPRIATE AND AT THE SOLE OPTION OF SELLER, TO REPLACEMENT OF THE MATERIALS. BUYER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL SELLER BE LIABLE FOR ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM OR IN ANY WAY ARISING OUT OF THE PRODUCTS OR THEIR SALE, USE OR MANUFACTURE.

13. INTEREST: If payment is not timely, Seller, in addition to other legal rights, shall be entitled to the interest on any unpaid amount at the rate that is equal to the lesser of (a) eighteen percent (18%) per annum, or (b) the maximum rate per annum permitted by applicable law, in each case, from the date any unpaid balance becomes past due until paid in full.

Page 4





UNITED COPPER INDUSTRIES

PREMIUM QUALITY

UNITED COPPER INDUSTRIES, INC. GENERAL TERMS AND CONDITIONS, continued...

14. FINANCIAL CONDITION:

(a) Buyer represents that it is solvent, and that at each delivery this representation shall be deemed renewed unless notice to the contrary is given in writing by the Buyer to the Seller within a reasonable period of time prior to the delivery of the Materials.

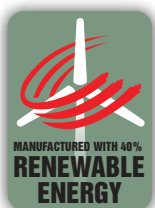
(b) If, at any time, there is a material change in the financial condition or structure of Buyer, Seller shall have the right to change credit terms, cancel the Contract or withhold any shipments, but such action with the exception of cancelling the Contract, shall not release Buyer from its obligation to accept and pay for such remaining portions of Material if and when shipped by Seller and Buyer shall be responsible for any and all resulting costs, expenses, losses, or damages incurred by Seller in the event Buyer fails to make timely payment. Seller shall use reasonable efforts to notify Buyer of any such action it takes pursuant to the foregoing such as withholding shipment, changing credit terms or cancelling the Contract, prior to the effective date of such action; however, Seller reserves the right to take such action without notification to Buyer in the event it is impracticable to give such notice prior to taking the action.

15. RIGHT TO WITHHOLD SHIPMENTS. Seller shall have the right to withhold any shipments of Material in the event Buyer fails to make timely payment, but Buyer shall be responsible for any and all resulting cost, expenses, or damages incurred by Seller in the event Buyer fails to make timely payment and such action shall not release Buyer from its obligation to accept and pay for such remaining portions of Material if and when shipped by Seller.

16. SECURITY INTEREST: Seller reserves to itself and Buyer grants to Seller, a security interest in the Materials which are the subject matter of the Contract to secure to Seller the full payment of the purchase price under the Contract. Seller may deliver such Materials to Buyer subject to such security interest, and Buyer authorizes Seller to file any financing statements or other documents, and undertake any other action reasonable required to perfect such security interest.

17. LAW: This Contract is to be governed and constructed in accordance with the laws of the State of Texas.

Page 5





UNITED COPPER INDUSTRIES

PREMIUM QUALITY

UNITED COPPER INDUSTRIES, INC. GENERAL TERMS AND CONDITIONS, continued...

18. ASSIGNMENT: Buyer shall not assign any portion of the Contract without the prior written consent of the Seller and any such assignment without such consent shall be void.

19. ENTIRETY OF CONTRACT: The Contract, and the terms and conditions set forth herein, constitutes the entire agreement between the parties. No other terms or conditions, whether contained in Buyer's purchase order, shipping release, or elsewhere, shall be binding upon Seller. All proposals, negotiations and representations, if any, made prior to the date hereof, are merged herein and no amendment, waiver, consent, modification or assignment shall be effective unless previously agreed to in writing by Buyer and Seller.

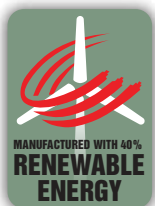
20. ASSENT: Buyer's assent to these general terms and conditions shall be conclusively presumed from Buyer's receipt of the Contract without prompt written objection thereto or from acceptance by Buyer of all or any part of the Materials ordered.

21. FIRM CONTRACT: The Contract is non-cancelable and Buyer agrees to the Contract price and the general terms and conditions notwithstanding any fluctuation in foreign exchange or the value of any of the Material's components or raw materials.

22. FORCE MAJEURE: Seller shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from fires, floods or other catastrophes, strikes, lockouts or labor disruptions, wars, riots, embargo, import or export quotas or mandatory allocations, actions by foreign, federal, state or local government, mill or factory conditions: shortages of transportation equipment, fuel, labor or materials, major change in economic conditions, or any other circumstances or causes beyond the control of Seller or Seller's supplier in the reasonable conduct of their businesses.

In the event of such prevention or delay, the time for performance shall be extended for a period of ninety (90) days and Buyer, if payment is to be made by Letter for Credit, shall extend such Letter for Credit for ninety (90) days. If performance is not made within such extended ninety (90) days period, Seller shall have the option at any time thereafter and upon written notice to Buyer to cancel all or a portion of the Contract without liability to either party, or maintain the Contract and perform its obligations with a reasonable time after the termination of such prevention or delay.

Page 6





UNITED COPPER INDUSTRIES

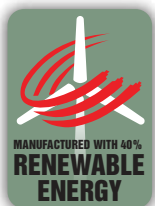
PREMIUM QUALITY

UNITED COPPER INDUSTRIES, INC. GENERAL TERMS AND CONDITIONS, continued...

23. EXPENSES: In the event that litigation arises between the Buyer and Seller in connection with any matter, to the extent that Seller prevails in such litigation, the Buyer agrees to be liable to the Seller for all expenses incurred by the Seller in connection with such litigation, including but not limited to the Seller's attorney's fees, professional fees, out of pocket expenses, or any other disbursements.

24. JURISDICTION: Buyer consents to the jurisdiction of the State and/or Federal Court of Dallas County, Texas. Further, Buyer agrees that Dallas County is the exclusive venue for any dispute between Buyer and Seller relating to the Materials, these general terms and conditions, the Contract or the transactions contemplated herein or therein. Buyer irrevocably waives any objection that it may now or hereafter have to the venue of Dallas County being an inconvenient forum.

Page 7



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