



GENERAL TERMS AND CONDITIONS OF SALE (INTERNATIONAL)

Preamble

The General Terms and Conditions of Sale herein contained govern the sale of any of NEXANS FRANCE Products. The term " Products " designates any product which is manufactured by and/or any service to be performed by NEXANS FRANCE.

The term " SELLER " designates NEXANS FRANCE, and " BUYER " designates any person or entity which places an order to buy the Product.

The General Terms and Conditions herein contained shall govern any contract or purchase order of which they constitute an integral part.

1- Quotation - Price

- 1.1 Quotations are valid for sixty (60) days and are subject to change at any time prior to acceptance by BUYER. Purchase orders are valid only when expressly accepted by SELLER at SELLER's office, 4-10 rue Mozart, 92587 Clichy Cedex, France.
- 1.2 Prices listed are **Ex-works** according to the Incoterms of the International Chamber of Commerce (2000 Edition) SELLER's plants and are subject to change without notice. Prices include the cost of standard Domestic Packing. If Export Packing is required, an additional charge will be borne by BUYER. Quantities may vary by +/- 3 % between the ordered and delivered quantities and the Buyer shall not be entitled to make any claim therefor. The invoices shall correspond to the actual quantities delivered.
- 1.3 The BUYER will place a deposit on the packaging of the Products, except when the Products are sold with the packaging. The deposit will be due at the same time than the price of the Products delivered and under the same conditions. The deposit will be refunded only upon DDP reception of the packaging at the Seller plant within a one (1) year from the delivery in good state of use of the packaging. Any packaging that is not returned within one (1) year will become the BUYER's property and SELLER shall be entitled to keep the deposit amount representing the sale price of the packaging. Packaging bearing the SELLER's trademarks may only be used for the Products and may in no case be used for any other products.
- 1.4 Unless credit terms are explicitly authorized by SELLER in writing, payments must be made by irrevocable letter of credit, confirmed by a bank acceptable by SELLER, payable upon presentation of shipping documents. If payments are made later than the due date, interest will accrue, after formal demand served by the SELLER on the BUYER, at the rate of 1.5% per commenced month from the due date until full payment is made.

2- Delivery - Shipment

- 2.1 SELLER will make all reasonable efforts to conform to the delivery schedule but in no event will SELLER be liable for delays resulting from events of force majeure, as more fully described in Article 8 thereof. Delivery will be **Ex-works**. Title and risk of loss of Products shall pass to BUYER upon delivery.

- 2.2 In case of delayed delivery attributable to BUYER, SELLER shall be entitled to invoice the payment due at delivery and the warranty period shall commence as if delivery had taken place on the initially agreed upon delivery date. In addition, BUYER shall pay SELLER resulting storage costs and, as liquidated damages, an amount equal to ten percent (10%) of the price of the Products in compensation of the hedging and financing costs of the metal content of the Products incurred in connection with the postponement of the delivery date.
- 2.3 Except as may be otherwise specified in any contract or purchase order which may be formed subsequent to **the issuance of SELLER's quotation, BUYER shall provide and maintain Transit Insurance, with coverage for** the full value of the Shipment(s). Insurance deductibles, if any, shall be borne by BUYER.
- 2.4 If the SELLER should agree to cause the Products to be shipped to BUYER's designated point of destination, then the shipment will be routed according to SELLER's best judgement unless SELLER and BUYER have otherwise agreed on a specific carrier, in which case transportation costs shall remain with BUYER.
- 2.5 Claims for damage or loss while Products are in transit must be made against the carrier by the BUYER.
- 2.6 Claims for shortages must be made within thirty (30) days after date of shipment of Products from SELLER's plants.
- 2.7 No Product shall be returned to SELLER without its prior written consent. In any case the costs and risks relating thereto shall be borne by BUYER. If SELLER confirms the non-conformance of the Product, BUYER shall be entitled to a credit.
- 2.8 Subject to SELLER's prior written consent, the Products may be inspected at SELLER's factory at BUYER's cost and expense.

3- Changes in Design or Construction

- 3.1 SELLER reserves the right in its sole discretion to make any changes it deems desirable in the design or manufacture of the Products described in this quotation provided that the Products as changed meet the performance specifications, if any.
- 3.2 SELLER will be under no obligation to proceed with a change requested by BUYER unless or until a change order acceptable to both Parties is signed by BUYER and SELLER.

4- Warranties

- 4.1 SELLER warrants the Products manufactured by it to be free from defects in material and workmanship at date of delivery and for a period of one (1) year thereafter, under proper and normal use and service. Any remedy performed by SELLER pursuant to Article 4.3 herebelow shall in no event extend the warranty period. As to all apparatus and accessories not manufactured by SELLER which are components of or ancillary to the Products furnished by SELLER, SELLER's only obligation shall be to obtain for BUYER such warranties or guarantees as are available from the vendors thereof for such period of time, if obtainable in this instance by SELLER without payment by SELLER of additional consideration therefor.
- 4.2 SELLER further warrants that the Products will have passed those performance tests, if any, called for in the applicable specifications.
If such performance test or tests are specified but, for reasons beyond the control of SELLER, are not completed within one (1) year after the delivery of the Products or sixty (60) days after the Products are first put into operation, whichever shall first occur, the Products shall be conclusively deemed to have satisfied this warranty and all liability of SELLER therefor shall terminate.
- 4.3 If, during the applicable warranty period, the Products manufactured by SELLER are found to have been defective when delivered, they will be repaired at SELLER's factory or replaced without charge FOB named port of shipment, provided that BUYER gives SELLER immediate written notice upon discovery of such defect. In no event shall Seller be liable for the expenses of removal and reinstallation of the defective Products or defective parts of the Products. As to apparatus and accessories of other vendors, recourse shall be made against such vendors only, and SELLER's only obligation shall be to use reasonable efforts (which shall not

include the initiation of litigation) to require its vendors to fulfil the obligations of their warranties or guarantees on such apparatus and accessories furnished hereunder.

- 4.4 SELLER's sole and exclusive liability and the exclusive remedy of BUYER shall be the repair or replacement of defective Products or defective parts of the Products as provided for in Article 4.3 hereabove. SELLER shall have the option of removing and reclaiming the Products at its own expense and of repaying to BUYER all sums received on account of the purchase price, in which event all liability of SELLER shall terminate.
- 4.5 No allowance will be made for repair or alterations made without the written consent of SELLER, in which event all SELLER's warranties shall be void and of no effect. BUYER agrees to assume responsibilities and pay for such defects which are attributable to it and for damages which may occur to the Products after delivery to it.
- 4.6 Limitation of Warranties : ALL SELLER'S WARRANTIES OF THE PRODUCTS ARE EXPRESSLY SET FORTH IN ARTICLE 4 AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN FACT OR BY LAW, SAVE FOR THE IMPLIED WARRANTIES OF SELLER'S TITLE, ITS RIGHT TO TRANSFER THE PRODUCTS AND THE FREEDOM THEREOF FROM ENCUMBRANCE.
- 4.7 The warranties and remedies set forth herein are further conditioned upon the proper receipt, handling, storage and installation of SELLER's furnished Products, upon the Products not being operated beyond their rating and, in all respects, having been operated and maintained in a normal and proper manner and not having been subjected to accident, alteration, abuse or misuse.
- 4.8 Only applicable to Products subject to Regulation (EC) No. 1907/2006 and its Annexes so-called « REACH » : For the purpose of this article, the term "Article" designates any Product supplied by SELLER hereunder that must comply with Regulation (EC) No. 1907/2006 and its Annexes so-called « REACH ».

In compliance with REACH, SELLER draws BUYER's attention that any substance as such, in preparation or in an Article (as such terms are defined in REACH), is or will be registered if required by REACH; in principle, the corresponding registration dossier covers and will cover the normal conditions of use of the substance as such, in preparation or in Article. SELLER is not liable for any other use.

In case of a consumer's request (article 33 §2 or REACH) concerning a substance as defined in articles 57 and 59 §1 of REACH and contained in an Article provided by SELLER, BUYER will not be entitled to provide the consumer with the name of SELLER or any element allowing its identification, unless required by applicable mandatory laws.

All information and data provided in accordance with REACH by SELLER about the substances themselves and/or the nature or use of substances incorporated in Articles supplied under a purchase order are strictly confidential and may only be disclosed when strictly mandatory under REACH.

5- Limitation of Liability :

- 5.1 SELLER's aggregate liability arising out of or in connection with any contract or purchase order, which may be formed whether based on breach of contract, statutory warranty, the law of tort or negligence, or otherwise, shall in no event exceed, in addition to the repair or provision of a replacement Product, 20% of the purchase price of the Product with respect to which any related claim may be made.
- 5.2 SELLER shall not be liable for any special, indirect, incidental or consequential damages of any kind (in contract or in tort including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation as well as financing costs or increase in operating costs).

6- Taxes

The price for the Products does not include any sales, privilege, or use tax or taxes of any kind including any customs duties, which may arise in connection with the transactions which are the subject matter hereof, and BUYER agrees to pay or reimburse SELLER for any such taxes or duties.

7- Patents

- 7.1 SELLER agrees that it will, at its own expense and to the extent hereinafter stated, defend and hold BUYER harmless in any suit or proceeding insofar as the same is based on a claim that the Products furnished hereunder constitute an infringement of any existing patent filed in the European Union, provided BUYER gives SELLER prompt notice of such suit or proceeding, permits SELLER through its counsel to defend the same, gives SELLER all necessary information, assistance and authority to enable SELLER so to do, and refrains from making any admission and/or settlement without SELLER's prior written consent.
- 7.2 SELLER shall at its option (i) acquire at its costs a right for BUYER to use such Products, or (ii) modify or replace the infringing part thereof provided that such modification or replacement shall not impair the operation of such Product, or (iii) if (i) or (ii) cannot be realized for technical or economical reasons, to rebuy it (at a price which is the sale price less depreciation based on 15 years straightlined depreciation).
- 7.3 The foregoing states the entire liability of SELLER for patent infringement and such entire liability shall in no event exceed the purchase price of the Products furnished hereunder, nor shall such liability include consequential damages of any kind including but not limited to those based upon Buyer's loss of use of the Products.
- 7.4 The provisions of this article shall not apply to any claims based on any of the following : (i) SELLER's compliance with BUYER's design or design instructions, or (ii) use of the Product in a manner or for a purpose which was not foreseeable, or (iii) the assembly, function or use of the Product in combination with a product not supplied by SELLER, or (iv) the modification of the Product by BUYER or by any third party, or (v) if the infringement does not occur in the country where the Product is delivered to BUYER as provided for in the contract or purchase order.

8- Force Majeure

- 8.1 SELLER shall not be considered in default in the performance of its obligations hereunder, or be liable in damages or otherwise for any failure or delay in performance which is due to strike, lockout, concerted act of workmen or other industrial disturbance, fire, explosion, flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy, or utilities, accident, Act of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with acts of government and government regulations (whether or not valid), embargo or any other cause whether similar or dissimilar to any of the causes or categories of causes described above and which is beyond the reasonable control of SELLER.
- 8.2 In the event of a delay arising from any of the above causes, the time of performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

9- Drawings

- 9.1 Ownership of drawings, bills of materials, flow diagrams, plot plans, details, specifications and other data prepared by SELLER shall remain with SELLER, except in the case of drawings, manuals, etc ..., if any, required to be supplied to BUYER hereunder.
- 9.2 Drawings, manuals, etc ... so required to be supplied to BUYER shall be the property of BUYER, but BUYER agrees to use them solely for the purpose of facilitating, completing construction, maintenance, operation, modification, and repair of the Products supplied hereunder, and agrees not to disclose the same to third parties for other purposes without the written consent of SELLER.

10- Acceptance of Terms

- 10.1 Unless accepted in writing by an executive officer of SELLER, any terms or conditions in BUYER's offer to buy as transmitted to SELLER in the form of a purchase order or otherwise, which are different from or which purport to add to, modify, supersede or otherwise alter the terms and conditions contained in these General Terms and Conditions, shall not be binding on SELLER and will have no effect.

10.2 Neither the failure of SELLER to respond to any terms or conditions contained in BUYER's purchase order, nor the commencement by SELLER of any work relating to supply of the Products shall be construed as SELLER's assent to any terms

and conditions which are additional to or different from, or which modify, the terms and conditions set forth in these General Terms and Conditions.

11- Assignment

Any contract or purchase order between SELLER and BUYER which may be formed subsequent to the issuance of SELLER's quotation may be transferred or assigned by SELLER in whole or in part to any subsidiary or affiliate of SELLER or to any legal successor as a result of a legal reorganization such as spin-off, merger or solvent amalgamation. The Buyer shall in no event be entitled to claim any right of termination of any contract or purchase order or to any indemnity whatsoever based on such assignment.

BUYER may only transfer or assign in whole or in part any such contract or purchase order upon the prior written consent of SELLER.

12- Termination

12.1 Should BUYER be lead to terminate any contract or cancel any purchase order which may be formed subsequent to the issuance of SELLER's quotation prior to their normal date of completion, notice of such termination shall be made in writing within **sixty (60) days** prior to the effective date of termination stating the reasons therefor.

12.2 SELLER shall be entitled to the payment of reasonable and proper termination charges which shall include a portion of the price reflecting the amount of work completed to date plus any additional expense incurred by reason of termination of SELLER's agreements with its suppliers and subcontractors. With regard to the copper and/or aluminium necessary for the manufacture of any Product, SELLER shall be entitled as liquidated damages,

(i) if the quote or the purchase order is in USD, to an amount equal to the negative difference, if any, between the value of the metal content of the Products calculated using the LME price referred to in the quote or the purchase order as the case may be, and the value of the metal content calculated using the official LME USD cash price (i.e. for immediate delivery on the same date) on the date of termination,

or in the case the quote or the purchase order makes no reference to an applicable rate for the determination of the value of the metal content,

an amount equal to the negative difference, if any, between the value of the metal content of the Products determined using the official LME USD cash price prevailing on the effective date of the purchase order and the value of the metal content of the Products determined using the official LME USD cash price prevailing on the termination date,

(ii) if the quote or purchase order is in EUR, an amount equal to the negative difference, if any, between the value of the metal content of the Products calculated using the LME price (expressed in EUR/T) referred to on the quote or the purchase order as the case may be, and the value of the metal content calculated using the official LME price on the date of termination and converted from USD /T into EUR as per the exchange rate of the European Central Bank (ECB 37) prevailing on the termination date.

Or in the case the quote or the purchase order makes no reference to an applicable rate for the determination of the value of the metal content, an amount equal to the negative difference, if any, between the value of the metal content of the Products determined using the official LME cash price, expressed in EUR converted from USD/T into EUR as per the European Central Bank official exchange rate (ECB 37) prevailing on the effective date of the purchase order and the value of the metal content of the

Products determined using the official LME price on the date of termination converted from USD/T into EUR as per the European Central Bank official exchange rate (ECB 37) prevailing on the termination date.

(iii) if the quote or purchase order is neither in USD nor in EUR, an amount equal to the negative difference, if any, between the value of the metal content of the Products calculated using the LME price (expressed in EUR/T), referred to on the quote or the purchase order as the case may be, and the value of the metal content calculated using the official LME price on the date of termination and converted from EUR /T into CURR (CURR meaning the currency stipulated in the quote or in the purchase order) as per the exchange rate of the European Central Bank (ECB37) prevailing on the termination date. Should ECB 37 not be applicable, the exchange rates will be those prevailing on the date of effectiveness of the purchase order and those prevailing on the date of termination.

Or in the case the quote or the purchase order makes no reference to an applicable rate for the determination of the value of the metal content, an amount equal to the negative difference, if any, between the value of the metal content of the Products determined using the official LME cash price converted from EUR /T into CURR as per the European Central Bank official exchange rate (ECB 37) prevailing on the effective date of the purchase order and the value of the metal content of the Products determined using the official LME price on the date of termination converted from EUR /T into CURR as per the European Central Bank official exchange rate (ECB 37) prevailing on the termination date. Should ECB 37 not be applicable, the exchange rates will be those prevailing on the date of effectiveness of the purchase order and those prevailing on the date of termination.

12. SELLER reserves the right to cancel forthwith any contract or purchase order which may be formed subsequent to the issuance of this quotation in the event of BUYER's failure to make payment, or if BUYER becomes insolvent, or commits an act of bankruptcy or has filed against it a petition in bankruptcy.

13- Waiver

The failure by Seller to enforce any term or condition contained herein shall not be considered a waiver thereof and shall not prevent Seller from enforcing any such term or condition thereafter.

14- Severability

In the event that any of those General Terms and Conditions are in conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof such invalidity or unenforceability shall not invalidate any of the other terms and conditions hereof nor any contract between the Parties based on these terms and conditions.

15- Option to recover the Product

All sales made hereunder are made subject to the condition subsequent of Buyer's payment of the price on time, failing which Seller has the option at its discretion to recover title to and possession of the Product. If after delivery, but prior to full effective payment, the Product is attached, or Buyer is subject to a bankruptcy proceeding, whether voluntary or not, Seller may then, at its option, recover title to and possession of the Product. The exercise of this option under this condition subsequent shall not affect Seller's other remedies.

16- Governing Law

Any contract or purchase order between SELLER and BUYER which may be formed subsequent to the issuance of SELLER's quotation shall be governed by and construed according to the Vienna Convention on the International Sale of Goods.

17- Settlement of Disputes

All disputes arising in connection with any contract or purchase order which may be formed subsequent to the issuance of this quotation shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three (3) arbitrators (unless the Parties can agree on the name of one single arbitrator) to be appointed in accordance with the said Rules.

The arbitration shall take place in Paris and will be conducted in the English language.