

## GENERAL CONDITIONS OF PURCHASE OF NEXANS FRANCE

### I PREAMBLE

These terms and conditions of purchase of Nexans France (the "Conditions") apply to the purchase from supplier ("Supplier") of any goods, materials, services or equipments (including spare parts) (the "Goods") by the purchaser ("Purchaser") identified on the face of the purchase order ("Order"). These Conditions shall not be deemed commitment to purchase Goods from Suppliers and do not represent a minimum purchase commitment. If the Order is a "blanket purchase order", then the Order shall constitute a non-binding forecast only, and seller is authorized to ship if and only when purchaser issues a release referencing the blanket purchase order number. No terms or conditions of sale proposed by Supplier that deviate from or supplement the provisions contained herein are accepted by the Purchaser and any such proposed terms and conditions are deemed to be excluded and null and void.

### II ORDER

2.1 Supplier shall acknowledge receipt of the Order in writing and therein shall confirm the prices, quantities and Delivery Dates stipulated in the Order no later than 2 working days from its receipt thereof. If Supplier fails to acknowledge receipt of the Order within the stated period, it will be deemed to have accepted the Order.

2.2 The Order is firm and final when the Purchaser receives the acknowledgement of receipt attached to the Order and/or by email. Such receipt shall be free and clear of any omission, errors, duly signed and dated with the corporate stamp of the Supplier. No modification or amendment to the conditions of the Order shall be taken into account without the prior written consent of the Purchaser.

2.3 In case of discrepancies between the specific conditions of the Order and these Conditions; such specific conditions shall prevail.

2.4 Once Supplier has acknowledged receipt of the Order or is deemed to have accepted the Order, any condition without the prior written consent of the Purchaser shall not be binding on the Purchaser. Any partial performance of the Supplier means the full acceptance of the Order.

2.5 Up to the delivery date Purchaser reserves the right to modify any Order (including but not limited to increases and/or reductions in the quantities of Goods originally requested). Any claim by Supplier for additional payment in respect of such modifications must be made in writing and subject to Purchaser's prior approval.

### III PRICE

3.1 The Price payable for the Goods shall, if necessary, be inclusive of installation as well as of all royalties, fees or other amounts payable to any third party in respect of the Goods.

3.2 Unless otherwise agreed in writing, all prices stated in the Order are firm, non-revisable and include all charges for packing, packaging, loading, transport, insurance, delivery and unloading to the delivery point specified in the Order and any duties, taxes and levies other than VAT.

3.3 Purchaser shall be entitled to any discount for prompt payment which Supplier customarily grants to its customers.

3.4 The prices which Supplier offers to Purchaser shall be no greater than those that Supplier charges its most favoured customers, taking into account relevant differences in specification, quantity, economic conditions at time of order.

3.5 Any increase in price shall be subject to the express prior written consent of Purchaser.

3.6 Purchaser reserves the right to deduct from the Price (A) the Price of any defective Goods, any costs and expenses incurred by Purchaser in returning defective Goods to Supplier and any consequential loss or loss of profits arising therefrom; (B) any liquidated damages due in accordance with clause 6.3; and (C) any other set-off or counterclaim to which Purchaser may at any time be entitled.

### IV INVOICING, PAYMENT

4.1 Each delivery shall be covered by a separate invoice.

4.2 Each invoice shall be issued by the Supplier on the date of receipt without reservation of delivery of the Goods by the Purchaser. The invoice shall specify the total gross and net weight of each shipment, the quantities delivered, Purchaser's Order number, the Price, any discounts granted and, if applicable, any related expenses defined in the Order as well as all legal mandatory mentions.

4.3 Unless otherwise stipulated in the Order, payment terms shall be 45 days after the end of the month from the issuance date of the invoice by the Supplier. Payment shall be made by bank transfer or cheque provided the invoice complies in all respects with clause 4.2.

4.4 Payment by Purchaser of the Price shall not constitute acceptance of the Goods and is without prejudice to any rights Purchaser may have by reason of the Goods failing to comply with any specification relating to the Goods or any breach by Supplier of all or any of the clauses in the Order (including VAT).

### V DELIVERY

5.1 Unless otherwise agreed in writing, delivery of the Goods shall take place on the delivery date at the place and time stated in the Order and shall be accompanied by a delivery note bearing the number of the Order and the description and quantity of Goods delivered. If Supplier fails to provide the delivery note, the quantity and weight of the Goods as determined by Purchaser shall be conclusive.

5.2 Supplier will provide Purchaser with any information which may be necessary or useful to enable Purchaser to take delivery of the Goods.

5.3 Each delivery shall correspond exactly to the quantity stated in the Order.

5.4 Acceptance of delivery of the Goods shall not be deemed to constitute acceptance of the Goods.

5.5 If the delivery is incomplete, without prejudice to any other rights or remedies Purchaser may have under the Order or at law, Purchaser reserves the right to accept or reject the Goods notwithstanding signature by Purchaser of the delivery note, and to suspend payment.

5.6 Delivery or performance by installments shall be subject to the express prior written consent of Purchaser and in the event Purchaser accepts delivery of the Goods by installments, each delivery shall be invoiced separately but the deliveries shall be treated as a single order and not severable.

5.7 Purchaser may order Supplier to suspend delivery of the Goods at any time for up to 60 days, provided that Purchaser shall provide Supplier with written notice of such suspension at least 5 days prior to the delivery date and Purchaser shall be under no liability to Supplier in connection with any such suspension. Supplier shall be liable for storing the Goods until the new delivery date at its risk and cost.

### VI DELAYS IN DELIVERY

6.1 Time shall be of the essence for each Order.

6.2 Supplier shall immediately and in any event within 3 working days give Purchaser written notice of any delay in the delivery of the Goods that occurs or is foreseen by Supplier. Such notice shall include details of any resultant effect on the delivery date, the causes of such delay and the corrective action proposed by Supplier.

6.3 Notwithstanding the article 6.2 above, Purchaser reserves the right at its discretion and without prejudice to any other rights and remedies it may have under the Order or at law, to (A) agree to an extension of the delivery date or a

revised performance schedule; or (B) cancel the Order in whole or in part, and Supplier shall not be entitled to any compensation for cancellation of the Order and shall reimburse to Purchaser all costs and expenses incurred by Purchaser as a result of the cancellation of the Order, including but not limited to the cost of purchase of substitute items obtained from other suppliers; or (C) levy against Supplier without prior notice liquidated damages of 2% of the value of the delayed order for each week (or part of week) of delay up to a maximum of 20% of the total value of the Order. The payment of such liquidated damages by Supplier shall not release Supplier from the performance of its obligations under the Order and shall be without prejudice to the right of Purchaser to claim additional damages to the extent that the liquidated damages paid do not cover fully all damages that are suffered by Purchaser as a result of Supplier's delay.

### VII PASSING OF PROPERTY AND RISK

7.1 Full title to the Goods shall pass to Purchaser at the earliest of the date the Goods are delivered to Purchaser, or the date payment for said Goods is made by Purchaser to Supplier, and Supplier agrees to execute all documents and do all things necessary to perfect such transfer of title.

7.2 Risk in the Goods shall remain with Supplier until said Goods are delivered in accordance with the Order.

### VIII REJECTION AND RETURN OF GOODS

8.1 Purchaser shall not be deemed to have accepted any part of the Goods until after Purchaser, or its sub-purchasers, have conducted a physical inspection of the Goods and confirmed to Supplier that they are in accordance with the Order. Purchaser may by written notice to Supplier reject Goods which it reasonably believes are not in accordance with the Order until a reasonable time after such inspection.

8.2 Purchaser shall specify the reasons for rejection and return the rejected Goods to Supplier at Supplier's risk and expense. Unless Purchaser notifies Supplier to the contrary, Supplier shall replace such rejected Goods without delay and at no cost to Purchaser with Goods which are, in all respects, in accordance with the Order. Any Goods subject to this clause shall be treated as a late delivery and subject to the provisions of clause 6.

### IX PACKAGING AND TRANSPORTATION

9.1 The Goods shall be marked in accordance with Purchaser's instructions and any applicable regulations.

9.2 Supplier shall be liable and shall indemnify Purchaser for all loss, damage and expenses (whether direct, indirect or consequential) suffered or incurred by Purchaser in connection with, arising from or as a result of any claim in relation to unsuitable containers and/or packaging materials which do not comply with any regulations.

### X INSPECTION AND TESTING

10.1 Supplier shall carry out, at its own costs, all examinations and tests and provide certification each as specifically required by the Order or as otherwise required by law, appropriate codes and sound engineering practices. Supplier shall give Purchaser not less than fourteen (14) days written notice by e-mail or facsimile of the time and place of any such examinations and/or tests. Supplier shall, upon Purchaser's request, provide Purchaser with a copy of all relevant examination/test data. No Goods shall be delivered until all applicable tests and inspections have been completed revealing no defects therein.

10.2 Purchaser reserves the right to attend and witness all examinations and tests of Goods as well as to carry out its own examination, testing and inspection of Goods and to audit any services performed.

10.3 Supplier shall provide, free of charge, to the personnel or authorised representatives of Purchaser conducting any examination, testing and inspection on behalf of Purchaser, all reasonably necessary equipment, supplies and facilities to enable their tasks to be carried out at Supplier's premises or, where reasonably practicable, at the premises of a sub-supplier.

10.4 Noting herein shall relieve Supplier of its obligations under the Order or be deemed to constitute acceptance of the Goods by Purchaser.

10.5 Purchaser and its authorised representatives shall have the right at all reasonable times from the date of the Order and for a period of five (5) years thereafter, to inspect all records and related documents, procedures and controls, and to interview Supplier, its agents and sub-suppliers for the sole purpose of determining whether there has been compliance with the requirements of the Order and Supplier shall keep all records and related documents, procedures and controls relating to the Order for a period of five (5) years from the completion of the performance of the Order.

### XI WARRANTY

11.1 Supplier warrants and represents to Purchaser that: (A) the Goods (including replacement parts) shall be free from defects in design, workmanship and material and shall comply in all respects with the performance criteria, specifications, drawings and other descriptions supplied by Purchaser and will be new, fit and sufficient for the purposes for which they are intended as evidenced in the Order, and of satisfactory quality; (B) it has the experience and capability, has available all requisite services, expertise and financing and will make available all requisite materials, tools and equipment for the satisfactory and timely supply of the Goods; (C) it shall observe and exercise the standard of care and competence which reputable suppliers normally practice in the performance of similar work and shall not incorporate into the Goods without the prior written approval of Purchaser any design or feature unless said design or feature has been incorporated in terms similar to the Goods and proven in commercial service; and (D) the Goods shall be supplied in compliance with the relevant requirements of any statute, statutory instrument, order or regulation which may be in force from time to time when the same are supplied.

11.2 In the event the Goods are found to be defective or otherwise in breach of any of the warranties set out above at any time up to two (2) years after the date on which such Goods are put into commercial use by Purchaser, its sub-purchasers or customers, subject to longer statutory provisions, Supplier shall at its own expense as quickly as possible and at the option of Purchaser make such alterations, repairs and replacements as may be necessary so that the Goods comply with the contractual specification and warranties set out in Clause 11.1 above and shall reimburse Purchaser for any and all costs and expenses incurred by Purchaser in connection with the rectification of such malfunction, breakdown or defect, including where the Goods have been incorporated by Purchaser into finished goods, the costs of re-manufacturing such goods, as well as any amounts owed by Purchaser to its customers such as the costs of dismantling and replacement of the finished goods incorporating the defective Goods and the cost of delivering replacement finished goods.

11.3 In the event that Supplier does not commence and diligently proceed to complete the alteration, repair or replacement of the Goods in accordance with clause 11.2 within the time agreed between the parties (to be a reasonable period in the event that the parties fail to agree such time), Purchaser may carry out such remedy or procure

that a third party carries out such remedy on its behalf and all costs thereof shall be borne by Supplier, provided that prior written notice of the performance of the remedy by or on behalf of Purchaser is given to Supplier.

11.4 If Supplier replaces or repairs Goods pursuant to Condition 15.2 then the provisions of clauses 11.2 and 11.3 shall apply to such replaced or repaired Goods for a period of two (2) years from the date they are introduced back into commercial use.

11.5 The terms of this clause 11 shall survive the expiration or termination of any Order.

### XII PURCHASER'S TOOLS

12.1 Any tools, moulds or other equipment provided or paid for by Purchaser to Supplier in the performance of the Order (hereinafter "Purchaser's Property") shall remain the property of Purchaser. Purchaser makes no representations or warranties.

12.2 Supplier shall be liable for any loss or damage thereto or caused by Purchaser's Property whilst it is in the possession or under the control of Supplier.

12.3 Supplier shall not pledge, charge or grant liens over or claim any title, right or interest in Purchaser's Property.

### XIII INSURANCE, LIABILITY AND INDEMNITY

13.1 Supplier shall maintain at its own cost full and sufficient insurance cover with a reputable insurance company to cover its actual and potential liabilities hereunder within limits acceptable to Purchaser and will, on the request of Purchaser, produce appropriate evidence confirming that such insurance is in place.

13.2 Supplier shall be liable for all losses, damages, costs (including legal costs) and expenses, (whether direct, indirect, consequential, loss of anticipated profits or otherwise) suffered by Purchaser as a result of any breach of warranty by Supplier, default by Supplier in the performance of its obligations under an Order, misrepresentation by Supplier or Purchaser terminating the Order.

13.3 Supplier shall indemnify Purchaser and hold Purchaser harmless from and against any and all liability for death, illness or injury to any third party or for loss or damage to any third party's property and against all claims, demands, proceedings and causes of action resulting directly or indirectly therefrom and arising out of any act or default on the part of the Supplier, its sub-suppliers, servants or agents in the performance of any of its obligations under this Order, including, without limiting the generality of the foregoing, any liability arising under any relevant product liability legislation.

### XIV SUSPENSION BY PURCHASER

If the Supplier is in default of its obligations, Purchaser may order Supplier to suspend the Order in whole or in part, at any time for up to 6 months and at the sole risks, account and expense of Supplier.

### XV TERMINATION BY PURCHASER

15.1 Purchaser shall be (without any liability on the part of Purchaser) entitled to terminate the Order in whole or in part (or any other Order with Supplier), without prejudice to its other rights at law or under the Order immediately upon notice and to be indemnified by Supplier in accordance with clause 13.2 if Supplier:

(A) should breach or fail to comply with any of its obligations under an Order; or

(B) becomes insolvent or has a receiving order made against it or enters into liquidation whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation), or compounds with or makes any arrangement with its creditors or makes a general assignment for the benefit of its creditors, or carries out its business under a Receiver, Manager, Administrative Receiver or Administrator for the benefit of its creditors or any of them, or is the subject of proceedings, analogous to any of the foregoing in any jurisdiction in which it is incorporated or carries on its business.

Any and all losses, damages, expenses and costs incurred by Purchaser, whether direct, indirect, consequential or otherwise including but not limited to liquidated damages, shipping and storage costs and costs involved in having the Goods supplied by third parties, shall be to the sole account and expense of Supplier.

15.2 Upon termination under article 15.2, Purchaser may:

(A) return to Supplier at Supplier's cost and risk part or all of Goods delivered, and/or

(B) enter Supplier's premises and recover any Goods in which title has passed to Purchaser.

15.3 The Purchaser may at its sole discretion and at any time terminate or cancel any Order issued hereunder, in whole or in part, at any time for convenience. Such notice of termination shall become effective forthwith upon receipt, unless otherwise provided in the termination notice letter. Termination shall be without any liability to the Supplier other than the payment of those Goods which are upon the termination date (i) either ready for shipment to Purchaser or (ii) in transit to Purchaser or (iii) or actually delivered to Purchaser.

### XVI CONFIDENTIALITY AND PUBLICITY

Supplier shall and shall procure that its employees and sub-suppliers shall not divulge to any third party or use for another purpose than the Order, the information that he might receive during the execution of the Order. This confidentiality undertaking shall remain in force for 3 years after the delivery of the Goods. The Purchaser may immediately terminate all current Orders in the event of any breach of this confidentiality undertaking; without prejudice to any interest claims or damages that the Purchaser may raise. Supplier shall not make public the business relationship with Purchaser though advising or in any other way without prior written consent from Purchaser.

### XVII INTELLECTUAL PROPERTY

17.1 Any reports, specifications, drawings, other documents, plans, designs or computer software supplied by Purchaser to Supplier in connection with this Order shall remain the exclusive property of Purchaser, shall be used by Supplier for the sole purpose of the performance of this Order and shall be returned forthwith to Purchaser upon completion of this Order or termination.

17.2 Title to all drawings, specifications, calculations and other documents or computer software (including object codes and documented source codes of software) prepared by Supplier or sub-suppliers specifically in connection with the supply of the Goods to Purchaser together with any copyright, design rights or other intellectual property rights therein shall vest exclusively in Purchaser.

17.3 Goods made specifically to Purchaser's specifications shall not be manufactured by Supplier for or used by Supplier for any third party without Purchaser's prior written consent.

17.4 Supplier undertakes not to assert against Purchaser any intellectual property rights held by Supplier in the Goods and to obtain from its personnel, its sub-suppliers, the creators and inventors and more generally any person directly or indirectly involved in the development/manufacture of the Goods, all the rights necessary to freely assign to Purchaser the Goods and the intellectual property rights therein free of charge.

17.5 Any invention, whether patentable or not, made by Supplier in connection with the performance of any Order placed by Purchaser for inter alia, the development of a new product or a new process, shall be the exclusive property of Purchaser. The use of any such invention by Supplier shall be authorised for the sole purposes of the performance of Orders placed by Purchaser with Supplier unless otherwise agreed by Supplier and Purchaser in a separate written agreement.

17.6 Supplier shall indemnify and hold harmless Purchaser, its successors, assignees, vendees, and users of the Goods from and against any and all claims, demands, damages, losses, costs and liabilities arising out of or resulting from the actual or alleged infringement by the Goods of any rights under patents or other intellectual property rights or any litigation based thereon. If the Goods or any part thereof are held to constitute an infringement of the patents or other intellectual property rights of any third party and use thereof is enjoined, Supplier shall at the discretion of Purchaser and at the expense of Supplier either replace the infringing Goods or part thereof by non infringing goods or parts with similar technical specifications as those of the infringing Goods or parts thereof; modify such Goods or part thereof so that they become non infringing without affecting the performance thereof; or obtain the right for Purchaser, its successors, assignees, vendees, and users of the Goods to continue use of the Goods at no cost to any of them.

### XVIII LEGAL AND BENEFICIAL OWNER

Supplier warrants that it sells the Goods as sole legal and beneficial owner thereof and accordingly Supplier warrants that the Goods are free and clear of all liens, charges or encumbrances.

### XIX LAW AND JURISDICTION

These Conditions and the Order shall be governed by and construed in accordance with the laws of France if the Supplier's place of incorporation is France. If not, these conditions shall be governed by the laws of England and Wales. Any dispute arising in connection with these Conditions or the Order will be submitted to the exclusive jurisdiction of the French courts if the Supplier's place of incorporation is France. If not, any dispute arising in connection with these Conditions or the Order will be submitted to the exclusive jurisdiction of the Courts of England and Wales.

### XX COMPLIANCE WITH LAWS, REGULATIONS, CODES AND STANDARDS

20.1 Supplier warrants that, in undertaking the requirements of the Order, both Supplier and the Goods shall comply with all applicable laws, regulations, codes and standards including, without prejudice to the generality of the foregoing, all regulations relating to export and import, health, safety, packaging, labeling, environment, manufacture and delivery, and shall procure that any sub-suppliers comply therewith. Supplier further warrants that it shall comply with Purchaser's code of conduct already in its possession.

20.2 The Supplier's Compliance with « REACH » The Supplier declares and warrants at any and all times that it and its sub-suppliers strictly comply, at its/their costs, with REACH.

20.2.1 For the Supplier incorporated within the EU and EEA countries: It declares and warrants that, each substance as such, in preparation or in a Good (i) has been or will be, duly and timely pre-registered and/or registered according to the intended use by the Purchaser; (ii) is not restricted, as specified in REACH; (iii) is not forbidden as specified in REACH. The Supplier shall inform the Purchaser of any suitable alternative substance or technology to the substances as defined in article 57, as such, in preparation or in a Good. The Supplier declares and warrants further that the registration dossier of each substance as such, in preparation or in a Good, covers and will cover the normal and reasonably foreseeable conditions of use. The Supplier is required to inform immediately the Purchaser by registered letter and in any case no later than 12 months before the relevant deadline for registration of any decision of a third person or of the Supplier itself that could (i) impact directly or indirectly the use of a substance as such, in preparation or in a Good and (ii) prohibit or restrict the manufacture, import, use and/or supply of such substance as such, in preparation or in a Good.

20.2.2 For Supplier not incorporated within the EU and EEA countries: Supplier certifies that it appointed an Only Representative incorporated within the EU territory in charge of the strict compliance with REACH of the Supplier's entire portfolio of substances as such, in preparation or in an Article. If the Supplier did not appoint such Only Representative, it certifies that it has notified and provided the Purchaser with all relevant information and data regarding these substances as such, in preparation or in an Article prior to the effective date of the Order, so as to allow the Purchaser to strictly comply with REACH.

20.3 Supplier and Purchaser agree that, at all times in connection with and throughout the course of this Order and thereafter, they will comply and take reasonable measures so that, their subcontractors, agents or other third parties, who are subject to their control or decisive influence, will comply with the applicable anti-corruption laws which prohibit improper, illegal and corrupt payment, including without limitation any laws that implements the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

### XXI MISCELLANEOUS

21.1 Failure or delay of Purchaser in exercising any of its rights under an Order shall in no way constitute a waiver of those rights nor shall such failure excuse Supplier from any of its obligations under such Order.

21.2 Supplier undertakes not to create or do anything which could result in the creation of any lien, charge or other encumbrance on the property of Purchaser.

21.3 The Order shall not be assigned or sub-let, in whole or in part, by Supplier without the express prior written consent of Purchaser. Notwithstanding the consent of Purchaser, Supplier shall not be relieved of any obligations under the Order. Any sub-letting of the whole or any part of the Order by Supplier shall not create any contractual relationship between any Sub-Suppliers and Purchaser.