GENERAL TERMS AND CONDITIONS OF SALE - NEXANS

Preamble

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

The term "SELLER" designates NEXANS, 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 will be binding on SELLER only once expressly accepted by SELLER.

1.2 Prices listed are **Ex-works** - SELLER's plant (INCOTERMS ICC Ed. 2020) and are subject to change without notice. Prices include the cost of standard Domestic Packing and exclude all taxes. If Export Packing is required, an additional charge will be borne by BUYER. Quantities or length delivered may vary by +/- 3% compared to ordered quantities or length without any liability for SELLER. Prices charged shall correspond to the actual quantities/length delivered.

Notwithstanding any other conditions to the contrary, in the event that adverse changes in market conditions occur during the term of this Agreement which were not foreseeable at the time the purchase order was accepted by SELLER, which changes would result in hardship to SELLER if the terms of the purchase order, including price, were maintained, BUYER agrees to meet on SELLER's request to revise the said terms in a manner that it is equitable to both parties and which takes into account the changes in market conditions, failing which the affected party shall be entitled to refer the matter as per Article 17 below.

1.3 The BUYER will place a deposit on the reels/spools of the Products, except when the Products are sold with non returnable reels/spools. The deposit will be due at the same time as the price of the Products delivered and under the same conditions. The deposit will be refunded only upon DDP delivery of the reels/spools at the Seller's plant within a one (1) year from Products' delivery in good condition. Any reels/spools that are not returned within one (1) year will become BUYER's property and SELLER shall be entitled to keep the deposit amount representing the sale price of the reels/spools. Reels/spools 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 cash at issuance of the purchase order or, in case of a delivery term other than Ex-works (Incoterms ICC Ed. 2020), by irrevocable letter of credit, confirmed by a bank acceptable by SELLER, payable upon presentation of shipping documents. Said letter of credit shall be issued within 2 business days following date of purchase order acceptance by SELLER failing which the purchase order shall not be deemed binding on SELLER. If payments are made later than the due date, interest will accrue at a rate equal to the European Central Bank's refinancing rate (REPO-Refi) as published on the date the invoice became due and payable, increased by 7 points, applied from the due date until full payment is made or, in case the sale is made outside the European Union, which shall be no less than the applicable legal interest rate. Should such credit be extended, credit terms may be changed or credit may be withdrawn by SELLER at any time and at its own discretion.

1.5 BUYER is strictly prohibited from making any set-off or withholding against any payment due to SELLER.

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 hereof. Unless otherwise provided in the contract or the purchase order, delivery will be **Ex-works** (Incoterms ICC Ed.2020). Risk of loss of Products shall pass to BUYER upon delivery. Should penalties/liquidated damages for delay be agreed upon in the Contract or purchase order, then said penalties/liquidated damages shall be deemed to be BUYER's sole remedy for delay.

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, 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 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 BUYER. Claims for shortages must be made within thirty (30) days after date of shipment of Products from SELLER's plant. 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.

2.6 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. 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. However, where Products designate services carried out by SELLER, the warranty period shall be limited to ninety (90) days from completion of said services.

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 and be delivered free of charge on the same delivery term as the initial Products, 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 fulfill the obligations of their warranties or guarantees on such apparatus and accessories furnished hereunder. Such apparatus and accessories of other vendors are not covered by the warranty granted by SELLER hereunder. When SELLER replaces the Product or part thereof under the terms of this warranty, all Products or part thereof that have been installed and replaced shall, at SELLER's option, become SELLER's property and shall, at SELLER's option, be returned to SELLER at SELLER's expense.

4.4 SELLER's sole and exclusive liability and BUYER's exclusive remedy shall be the repair or replacement of defective Products or defective parts of the Products and, in the case of defective services, re-performance or correction of defective services 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, 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

Notwithstanding anything to the contrary contained in this contract, SELLER's aggregate liability arising out of or in connection with the present contract, whether based on breach of contract, statutory warranty or otherwise, shall in no event exceed, in addition to the repair or provision of a replacement of the defective product, 20% of the purchase price of the product with respect to which any related claim may be made with the exception of bodily injuries.
Further, SELLER shall in no event be liable for any special, indirect, incidental or consequential damages of any kind, and SELLER shall not be liable for losses of use, data, profit, income, business, anticipated savings, reputation, and more generally, any losses of an economic or financial nature, whether these may be deemed as consequential or arising directly and naturally from the incident giving rise to the claim. BUYER waives any right of recourse against SELLER and its insurers above and beyond the foregoing limitations and exclusions and shall obtain the same waiver of recourse from its own insurers. BUYER shall indemnify and hold SELLER and its insurers harmless from any failure to obtain the aforementioned waiver.

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 with the European Patent Office, 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 In case said Products are in such suit held to constitute infringement and the use of said Products is enjoined, SELLER shall, at its own expense and at its option, (i) either procure for BUYER the right to continue using said Products or (ii) replace the same with non-infringing Products or (iii) modify them so they become non-infringing or remove said Products and refund the purchase price (at a price which is the sale price less depreciation based on 15 years straightlined depreciation). The foregoing does not cover the cost of removing/replacing the Products and states SELLER's sole obligation and liability in connection with intellectual property rights' infringement.

7.3 The provisions of this article shall not apply to any Products modified by BUYER, specified by BUYER or manufactured to BUYER's design, nor shall it apply to systems in which BUYER incorporates Products furnished hereunder or combinations of the Products with other devices not supplied by SELLER. SELLER assumes no liability whatsoever for patent infringement arising out of the aforementioned equipment, combinations or systems.

7.4 All information and data provided by SELLER, in accordance with REACH, about the nature or use of substances incorporated in Articles provided by him are confidential and should only be disclosed for REACH implementation.

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 an event beyond SELLER' reasonable control including, without limitation, strike, lockout, concerted act of workmen or other industrial disturbance (at the SELLER or the BUYER or a third party provider on which the supply of Products depends), 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) including those as detailed in the article "Compliance", epidemic or pandemic disease, including any successive waves thereof.

8.2 In the event of (i) a delay and/or (ii) any additional costs incurred by the Seller in the execution of the Order, 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 and/or the Parties shall discuss in good faith the reasonable cost compensation.

8.3 Any modification in REACH of the legal status of a substance included in an Article furnished by SELLER (any new substance, subject to restriction, authorization, notification) and its consequences on the supply chain (shortage, delay end of the production of the Article) is considered as a Force Majeure. As a result, SELLER's liability will not be engaged.

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. No representation or warranty is given with respect to any drawing or instructions supplied with the Products. If supplied, these are for information purposes only.

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 purchaser of substantially all of the business or assets of SELLER or any business segment of SELLER. 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 led to terminate any contract or 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 BUYER shall pay SELLER reasonable and proper termination charges which shall include a portion of the price reflecting the amount of work completed until termination date plus any incurred or committed costs, additional expenses incurred by reason of termination of SELLER's agreements with its suppliers and subcontractors, including but not limited to, the financing costs related to raw materials in inventory, and as liquidated damages:

(i) an amount equal to the negative difference, if any, between the value of the metal content of the Products calculated using the [LME[1]] rate 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] cash rate (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] cash rate prevailing on the effective date of the Purchase order and the value of the metal content of the Products determined using the official [LME] cash rate prevailing on the termination date,

and if the Price in the order is not in US dollars[2],

(ii) an amount equal to the negative difference, if any, between the value of the metal content of the Products as determined in § (i) above converted from US dollars into the applicable Price currency as per the exchange rate prevailing on the effective date of the Purchase order and the value of the metal content of the Products as determined in § (i) above converted from US dollars into the applicable Price currency as per the exchange rate prevailing on the termination date.

12.3 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- Compliance

BUYER represents and warrants at the date of hereof and throughout the course of the contract or purchase order that it and any of its directors, officers or employees will comply with, and will ensure and take all such measures necessary so that, its agents and/or any subcontractors who may be involved at any time, will comply with any applicable laws including without

[1] Insert applicable market reference [LME, COMEX, SHFE…..]

[2] This sub-clause is unnecessary for RMB quotes based on SHFE copper rate

limitation (i) anti-corruption laws, which prohibit improper, illegal and corrupt payment, such as without limitation the OECD Convention on Combating Bribery of Foreign Officials in International Business, French Anti-corruption laws, the US FCPA and UK Bribery Act; (ii) national and international (re-)export control laws and regulations, or trade restrictions or sanctions issued by the European Union, the United States of America, the United Nations or by any other relevant countries having jurisdiction in connection with the execution of the contract or purchase order, the re-sale of Product, or of services or documents related thereto and obtain the export license, as and when required, when reselling the Product to third party(ies).
BUYER shall indemnify and hold SELLER harmless from and against any and all claims, demands, losses, judgements, fines, penalties, damages, liabilities, costs and expenses of any nature, arising from any breach or violation thereof. SELLER reserves the right to terminate the contract or purchase order in the event of a breach of any of these provisions by BUYER, without incurring any liability to BUYER for such termination.

14 - Data Protection Clauses

Each Party shall comply with applicable privacy and data protection laws as may be applicable from time to time to the shared personal data. Each Party undertakes that: (i) it will take all appropriate and reasonable security arrangements (including in particular to assess the level of security appropriate to the processing) to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks of any personal data which it receives and collects from the other Party; (ii) it will comply with any applicable privacy and data protection laws which it is subject to; and (iii) it will not transfer, share or otherwise use or disclose any personal data collected from the other Party without the prior written consent of such Party; and (iv) the personal data collected from one Party is available only to its employees who have a legitimate business need to access the personal data, who are bound by confidentiality obligations and who are committed under each Party's privacy and data protection obligations under any applicable privacy and data protection laws. In that respect, it shall implement all such appropriate technical and organizational measures to protect against unauthorised or unlawful processing and against loss, destruction or damage to personal data. In the event a Party breaches any of the foregoing provisions, the defaulting Party shall indemnify, defend and hold harmless the non-defaulting Party from and against any and all liabilities, costs, damages, expenses, legal costs arising out of or in relation to any unauthorized or unlawful use or disclosure of personal data collected from such non-defaulting Party.

15- 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.

16- 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.

17- 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.

18- 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 Laws of [England and Wales][3].

19- Settlement of Disputes

Unless SELLER elects to bring the dispute before a court having jurisdiction over BUYER, 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.

The arbitral award shall be final and binding upon the Parties.

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[3] Insert the national law of the Nexans entity concerned in the event of national sales