

GENERAL TERMS AND CONDITIONS OF SALE (INTERNATIONAL)

The term "Products" designates any product which is manufactured by and/or any service to be performed by NEXANS POWER ACCESSORIES FRANCE (hereinafter the "Seller" or "NPAF") for any person or entity which places an order to buy the Products (hereinafter the "Buyer"). The General Terms and Conditions of Sale herein contained govern the sale of any of NPAF Products. Any order implies the full and complete acceptance of these terms excluding all other Seller or Buyer's document. 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.

1 - Quotation and Purchase Orders

Quotations are valid for fifteen (15) days and are subject to change at any time prior to acceptance by Buyer. Purchase orders are valid only when expressly accepted by the Seller.

2 - Prices and Payment

Prices listed are **Ex-works** according to the Incoterms ICC 2020 Edition Seller's plants and are subject to change without notice. The invoices shall correspond to the actual quantities delivered. Prices do not include the cost of standard Domestic Packing. If Export Packing is required, an additional charge will be borne by Buyer. 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.

If, because of a drastic, unforeseeable and durable change in the economic conditions taken into account at the time the Contract was entered into by the Parties, and which is beyond the control of either Party, Seller would then no longer be able to continue performance of the Contract, the Parties would meet to define the adaptations to be brought to the Contract which will enable them to reduce the effects of such situation. Should after a period of six (6) months from the date of the request for adaptation of the Contract sent by one of the Parties to the other, no agreement has been reached between the Parties, each Party may terminate the Contract according to Article 10 of these terms. Unless credit terms are explicitly authorized by Seller in writing, payments must be made by irrevocable letter of credit within two days, 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 BCE refinancing rate increased by ten (10) point, at the date of effectiveness of the purchase order, starting from the maturity date of payments until complete payment. It is strictly forbidden for Buyer to make any compensation (or set-off) and/or deduction.

3 - Delivery - Shipment

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**. Risk of loss of Products shall pass to Buyer upon delivery.

If liquidated damages for delay are set forth in the order, they will be the sole and exclusive remedy available to Buyer in case of delay for which Seller is liable. 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. 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. 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 judgment unless Seller and Buyer have otherwise agreed on a specific carrier, in which case transportation costs shall remain with Buyer. Claims for damage or loss while Products are in transit must be made against the carrier by the Buyer by letter with acknowledgement of receipt within three (3) calendar days excluding public holiday, from receipt of Products. Claims for shortages must be made within thirty (30) days after date of shipment of Products from Seller's plants. 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 after the qualitative and quantitative verification of the returned Product. Subject to Seller's prior written consent, the Products may be inspected at Seller's factory at Buyer's cost and expense.

4 - Changes in Design or Construction

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. 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.

5 - Warranties

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 5 here below shall in no event extend the warranty period. 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. 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 therefore. 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. 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. 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. Unless otherwise provided, Seller only warrants the Products for the use it has been designed for, and not for the use the Buyer intends to, even if Seller has been informed by Buyer of its purpose. 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.

All Seller's warranties of the products are expressly set forth in Article 5 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.

For the purpose of these terms and conditions, the term "Article" designates any Product 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 term is defined in REACH) as such, in preparation or in an Article, 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 of 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 Article supplied under a purchase order are strictly confidential and may only be disclosed when strictly mandatory under REACH.

6 - Limitation of Liability

Notwithstanding anything to the contrary contained in the contract, 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, indemnity, 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. This limitation of liability does not apply to corporeal damages.

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. Beyond these limits/exclusion, Buyer waives any right of recourse against Seller and its insurer and will obtain the same waiver from its own insurer; Buyer will indemnify and will keep Seller and Seller's insurer free from any recourse if Buyer does not succeed in getting these waivers.

7 - Drawings and Intellectual Property Rights

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. 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.

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 to do, and refrains from making any admission and/or settlement without Seller's prior written consent. 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. 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.

8 - Force Majeure

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's 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, surferance of or voluntary compliance with acts of government and government regulations (whether or not valid), including those as detailed in the article "Compliance", pandemics or epidemic disease, including any successive waves thereof.. In the event of a (i) 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.

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 - 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. 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.

10 - Termination

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 therefore. 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, including but not limited to, the financing costs related to raw materials in inventory. 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.

11 - 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.

12 - 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.

13 - 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.

14 - Compliance with laws and regulations

Buyer represents and warrants at the date of hereof and throughout the course of the 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 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 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 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); and (iii) privacy and data protection laws as may be applicable from time to time to the shared personal data. The Buyer undertakes that 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, unlawful use or similar risks of any personal data which it receives and collects from the Seller.

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 Order in the event of a breach of any of these provisions by Buyer, without incurring any liability to Buyer for such termination.

15 - Governing Law and Settlement of Disputes

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 with the exception of its conflict of law provisions.

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 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.