



GENERAL TERMS AND CONDITIONS OF SALE (INTERNATIONAL)

Preamble

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

The term “ SELLER ” designates NEXANS CABLING SOLUTIONS S.A., 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. 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.

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.

1 - Quotation - Price

- 1.1 Quotations are valid for thirty (30) days from the date issuance 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, Alsebergsesteenweg 2, B3, B1501 Buizingen – Belgium.
- 1.2 Prices listed are Ex-works logistic center according to the Incoterms of the International Chamber of Commerce (2001 Edition), packaging included, 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.
- 1.3 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 30 days end of the month of issuance. 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. Risk of loss or damages of Products shall pass to BUYER upon delivery at the logistic center.
- 2.2 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.
- 2.3 If, with express exemption to the conditions herein contained, 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 any case, unless express exemption of the SELLER, transportation costs shall remain with BUYER.
- 2.4 Claims for damage or loss while Products are in transit must be made against the carrier by the BUYER.
- 2.5 Claims for delivery shortages must be made by written notice within thirty (30) days after date of departure of the delivery from SELLER's logistic center.

3 - Remain of Product's title with SELLER

- 3.1 Product's title remain with SELLER until complete payment of the accounts receivables, including interests and incidental expenses.
- 3.2 Until complete payment, BUYER gives SELLER access to its facilities so that SELLER might check the state of the Product and recover its possession without judicial intervention.
- 3.3 In case of attachment, or any other third party intervention on the Product, BUYER shall imperatively and immediately inform the SELLER. BUYER is forbidden to pledge the Product or assign it by way of a security.
- 3.4 Risks and Product responsibility remain in any case with BUYER from the departure of the delivery from SELLER's logistic center.

4 - Changes in Design or Construction

- 4.1 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.
- 4.2 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.

5 - Warranties

- 5.1 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. If the Product is part of a system which is warranted as such, and to the extent it has been approved by Seller and Buyer, the warranty on the system shall prevail.
- 5.2 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 not attributable to 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. Unless otherwise specified, SELLER warrants the Product's suitability only for the use for which it has been designed and not for the BUYER's intended use, even if SELLER is informed of this intended use.
- 5.3 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 according to the Incoterms of the International Chamber of Commerce (2001 Edition), 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.
- 5.4 The replacement or repair of defective Products or defective parts of the Products, as aforesaid, shall be BUYER's only remedy. 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.
- 5.5 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 liability and pay for such defects which are attributable to it and for damages which may occur to the Products after delivery to it.
- 5.6 Limitation of Warranties : SELLER 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 title, its right to transfer the products and the freedom thereof from encumbrance.
- 5.7 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.

6 - Limitation of Liability :

- 6.1 Notwithstanding anything to the contrary contained in any agreement, contract or any purchase order, Seller's aggregate liability arising out of or in connection with such agreement, whether based on torts or on breach of contract, statutory warranty or otherwise, shall in no event exceed the amount of the sale price of the Product for which the SELLER liability is engaged.
- 6.2 SELLER shall not 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.

7 - 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. All changes with respect to duties and taxes from the date of the order and the invoicing date is at Buyer's charge.

8 - Patents

- 8.1 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, 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.
- 8.2 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, either procure for BUYER the right to continue using said Products or replace the same with non-infringing Products or modify them so they become non-infringing or remove said Products and refund the purchase price.
- 8.3 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.
- 8.4 The provisions of this article shall not apply to any Products specified by BUYER or manufactured to BUYER's design, nor shall it apply to systems or combinations in which BUYER incorporates Products furnished hereunder. As to such equipment, combinations or systems SELLER assumes no liability whatsoever for patent infringement.

9 - Force Majeure

- 9.1 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.
- 9.2 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.

10 - Drawings

- 10.1 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.
- 10.2 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.

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 lead 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 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.
- 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 - 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 agreement, contract or purchase order between the Parties based on these terms and conditions.

15 - Governing Law - Jurisdiction

Any agreement, 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 and subsidiary the laws of Belgium.

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 by the Court of Belgium having jurisdiction over the matter.