

GENERAL TERMS AND CONDITIONS OF SALE OF GENERAL CABLE

1 - PREAMBLE:

In accordance with the applicable law, these General Terms and Conditions of Sale of the Seller are applicable to any order placed with it. They can be adapted by special terms and conditions of sale if it is justified by the transaction's characteristics.

Any order placed with the Seller implies acceptance by the Buyer of these General Terms and Conditions of Sale and waiver by the Buyer of its own general terms and conditions of purchase.

2 - CONCLUSION OF THE CONTRACT:

Information contained in catalogues, leaflets and price lists is indicative only and the Seller is not bound thereby. The Seller shall be bound by commitments made by its representatives or employees only after confirmation thereof by the Seller. Offers shall remain valid only until expiry of the period for acceptance. Unless otherwise provided, such period shall be 15 days. Additional supplies shall require a new offer by the Seller. Both parties shall be bound by a contract of sale only upon the Seller's express acceptance of the Buyer's order. Unless otherwise specifically agreed in writing, the Buyer's acceptance of the offer shall be deemed as agreement to these terms and conditions of sale regardless of any provisions that may be included in its own documents.

3 - QUANTITIES DELIVERED:

The Seller shall invoice quantities actually delivered. Quantities delivered may vary from quantities ordered by 3% without entitling the Buyer to make any claim on such grounds.

4 - PRICES:

Prices are set based on the economic conditions indicated in the offers. They are subject to revision based on changes in the costs of their components, in accordance with statutes in force. At the outset, prices invoiced shall be the prices in effect on the day that the products are placed at the Buyer's disposal, in particular based on tariffs or price lists, if applicable. Variations in prices shall in no event constitute grounds for cancelling the order.

5 - INTELLECTUAL PROPERTY:

Seller keeps all the intellectual property rights of its projects, studies and documents of any kind which cannot be communicated nor executed without its written approval. In case of a written communication, they shall be restored to the Seller on first demand.

Technology and know-how, weather patented or not, incorporated into the products and services and all the intellectual and industrial property rights related to the products and services remain the exclusive property of the Seller.

Seller only grants to Buyer a non-exclusive license to use the products.

6 - DELIVERY TERMS AND CONDITIONS:

The goods are sold, taken and approved at the Seller's factories or shops, where transfer of risks occurs at the time they are placed at the Buyer's disposal, including if the goods are shipped carriage free, subject to the application of the Reservation of Title clause below.

Delivery is performed by direct remittance to the Buyer, or by simple notice of availability, or by shipping to the premises of the Buyer, to a carrier appointed by the Buyer or, failing such appointment, to a carrier chosen by the Seller.

If shipment is delayed at the Buyer's request and the Seller agrees thereto, the goods shall be stored and handled at the Buyer's expense and risk, and the Seller shall incur no liability in connection therewith. Such provisions shall in no way modify the obligations to make payment for the goods and shall in no way constitute a novation to the contract of sale.

The goods are always shipped at the Buyer's risk, except for any recourse it may have against the carrier. Therefore, it is the Buyer's responsibility when it is the consignee of the shipment or that of its representative when the Buyer causes the shipment to be directed to a third party, to provide the carrier with a dated discharge only after ensuring that the goods have been delivered within the standard periods and in good condition. In the event of damage or shortage, the consignee must carry out all legal formalities (in particular, noting reservations on the waybill and sending a letter by recorded delivery with advice of delivery to the carrier within three days). The Buyer alone shall exercise any recourse against the carrier. The fact that the Seller selects the carrier shall not modify the Buyer's obligations. Except if the Buyer wishes to choose the carrier or to specify carriage, shipments shall be made in the Seller's discretion by any means of transport at the lowest rate. If the Buyer requests a specific carrier or requires specific conditions of carriage, the Seller shall have the right to invoice the Buyer for any additional expense it may incur as a result thereof. Unless otherwise provided, the prices are carriage free for any order of net value equal or above 1000€ before any rebates. Orders of a net value lower than 1000€ are billed based on a rate for small orders and transportation. Deliveries to third parties are subject to special rate for third party transportation.

7 - PAYMENT TERMS AND CONDITIONS:

Payment for the goods shall be made at the Seller's registered office. An invoice shall be issued at the time that the goods are placed at the Buyer's disposal. Payment terms are defined in the contract. The invoice shall mention the date of payment and the rate of the penalties due starting from the date of payment mentioned.

In accordance with the article L 441-6 of French commercial code, the following rules apply:

. The term of payment agreed by the Parties shall not exceed 45 days end of month or 60 days from issuance of the invoice;

. If no specific term was agreed, the term of 30 days from delivery of goods or services applies.

Any delay in payment shall give rise to:

. late payment penalty equal to the European Central Bank's refinancing interest rate applied plus 10 percentage points,

. and a fixed sum of € 40, as compensation for recovery costs.

Late payment penalty and compensation are due without any prior reminder. The payment is effective on the date where the funds are made available to the Seller by the Buyer.

In case of dispute or partial execution of the contract, the payment remains due for the part of the contract non-disputed or partially executed.

Penalties shall be payable upon receipt of a debit notice sent by the Seller. The Buyer's failure to pay an invoice when due shall render all invoices already sent to it payable immediately, including if bills of exchange have already been issued in payment thereof. Furthermore, in such case, the Seller shall have the right to suspend or terminate the performance of the contract or orders in progress and to demand payment in cash before shipment of any additional supplies, regardless of any terms and conditions previously agreed for such supplies. All changes in the Buyer's situation, such as inter alia the sale or contribution of all or a part of its business assets, death, incapacity, payment difficulties or insolvency, winding-up, court-supervised reorganization proceedings, judicial liquidation, stay of actions pending bankruptcy proceedings, dissolution or change in corporate form, including after partial performance of contracts or orders, shall result in the application of the same provisions as those applicable in the event of non-payment of invoices.

8 - PACKAGING:

The Seller shall not be liable on the grounds that the goods were not packaged, except if the Seller undertakes a specific obligation to do so in the contract of sale. Except for packaging sold, packaging (reels and pallets) is deposited with the Buyer.

The deposit status is available via WebTouret tool at

<https://www.generalcable.com/eu/fr/information-center/tools-applications/web-touret>.

Packaging that is not returned within a period of one year shall become the property of the Buyer even though it has been marked with the name of the Seller. The risk in such packaging shall be transferred to the Buyer at the time it is placed at the Buyer's disposal together with the goods. Furthermore, the Buyer shall be responsible for disposing of packaging which becomes its property.

9 - RESERVATION OF TITLE:

The Seller reserves title to the goods until payment in full of the sale price. Any payment default can lead to return of goods claim. The Buyer assumes however, starting from delivery according to Clause 6 al.2 above, all risks of loss or deterioration of such goods as well as the liability for the damages they may cause. The risk in the goods shall pass to the Buyer at the time that they are placed at its disposal.

10 - WARRANTY:

Unless otherwise provided, orders are performed in accordance with applicable standards, if any, and with ordinary and customary quality tolerances, without regard for any particular use which the Buyer intends. The party that receives the goods must immediately verify the quantity, weight, dimensions and quality thereof. Products are warranted against non-apparent lack of conformity in materials and workmanship and against latent defects for 12 months as from the date they are put into service, and for no longer than 16 months as from the date they are put at the Buyer's disposal. During such warranty period, all claims must be made in a letter sent recorded delivery with advice of delivery no later than one month after the discovery of the lack of conformity or defects, and any legal action must be initiated within the customary period of two months following the claim, or it shall be time-barred. In any event, the Seller shall be liable merely for replacing products acknowledged to be defective, at the lowest rate of carriage, without any other compensation, and the products replaced shall remain the property of the Seller. Defects due to storage, installation or use of the products by the customer under conditions that are abnormal or inconsistent with best practices are excluded from any warranties. The Seller shall not accept any return of goods that it has not authorized in advance.

11 - TESTS AND ACCEPTANCE AT THE SELLER'S FACTORIES:

Goods shall be accepted at the Seller's factories only at the Buyer's express request and pursuant to terms and conditions agreed at the time of the order. Expenses in connection therewith and, in particular, expert's fees and the costs of drawing up memoranda, shall be borne by the Buyer. Any document related to the origin or conformity of the goods shall be additionally invoiced.

12 - DELIVERY TIMES:

Delivery times indicated by the Seller are calculated as from the date of the acknowledgement of receipt of the order. Unless otherwise expressly agreed, such times are an estimate only and are not mandatory. Non-compliance with delivery times shall not give the Buyer the right to cancel the order or to claim compensation. If the Seller formally agrees to incur liability in the event of non-compliance with delivery periods, the provision of supplies may be suspended or delayed without any compensation being owed by the Seller if the Buyer fails to comply with payment terms and conditions or if information to be provided by the Buyer does not reach the Seller in a timely manner. Wars, strikes, epidemics, total or partial disruption of transportation facilities, shortages of raw materials, impediments due to government provisions with regard to imports, currency exchange or internal economic regulations, incidents and accidents regardless of the cause thereof that result in the partial or total shutdown of factories and, in general, all unforeseeable events or events of force major automatically authorize suspending the performance of contracts in progress or the delayed performance thereof, without the right to claim any indemnity or damages.

13 - FORCE MAJEURE:

Force majeure means any external event that is unforeseeable and beyond a party's control and that prevents the performance of contractual obligations. Such events include but are not limited to strikes, disputes with trade unions, floods, fires, cataclysms, natural disasters, wars (whether declared or undeclared), riots, revolutions, rebellions, acts of state, government acts, embargos, unforeseeable shortages of raw materials, total or partial disruption of transportation facilities, defaults of suppliers and epidemics. If an event of force major occurs, the Seller's obligations affected by that event of force major shall be suspended during the entire time that such exonerating event lasts, without the right to claim any indemnity or damages.

14 - LIMITATION OF LIABILITY:

The Seller's total aggregate liability for all causes of action arising from an order or related thereto shall not exceed the amount paid by the Buyer for such order, up to a maximum amount of €100,000.

This limitation does not apply to liability that in accordance with the law cannot be excluded or limited.

The Seller shall in no event be held liable for any operating losses, loss of sales, income or orders, interruption of business or service, lost profits or any other indirect, intangible, non-economic or consequential losses, or for losses of a similar type resulting from a claim made against the Seller by the Buyer based on loss sustained by any third party.

15 - GOVERNING LAW AND JURISDICTION:

In the event of a dispute, French law shall govern exclusively and the Courts with territorial jurisdiction over the Seller's domicile shall have exclusive jurisdiction, regardless of the terms and conditions of sale and the method of payment agreed, and including in the event of joinder of third parties or of a plurality of claimants or defendants.

16 - CANCELLATION POLICY:

Should the official Purchase Order i.e. requirement for materials (cable and accessories) and services be cancelled by the Buyer, Buyer shall pay for all reasonable cost of performance incurred prior to termination in connection with completed and partially completed goods, work in progress and raw materials therefore in Our company's possession at the time of termination. In no event, however, shall the Buyer's liability exceed the price stated in the official Purchase Order approved by the two parties.

17 - EXPORT CONTROL:

As part of General Cable Corporation group, incorporated in the United States of America, the Seller is committed to complying with all US export control laws and regulations that apply to military goods, and commercial goods, and related technologies. The Buyer acknowledges the goods and any technical data and information supplied by the Seller are subject to U.S. and E.U. export control laws and regulations. The Buyer agrees to abide by and comply with all applicable export control laws and regulations, and specifically agrees that it will not unlawfully export or reexport the goods (and related technical data or information), directly or indirectly, to (a) any countries subject to U.S. and E.U. export restrictions or (b) any end user who has been prohibited from participating in U.S. and E.U. export transactions by any agency of the U.S. and any E.U. government. Diversion contrary to law is prohibited.