

NEXANS
GENERAL TERMS AND CONDITIONS OF SALE

1. CONDITIONS

In these Conditions where the context admits:

“**Company**” means Nexans UK Limited and Nexans Logistics Limited.

“**Conditions**” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company.

“**Customer**” means the person who buys or agrees to buy the Products from the Company.

“**Products**” means the articles which the Customer agrees to buy from the Company and/or any service to be performed by the Company.

2. GENERAL

2.1 All quotations made by the Company shall remain open for acceptance for a period not exceeding 30 days from their date of issue.

The Company reserves the right to withdraw a quotation at any time prior to acceptance thereof by the Customer.

2.2 No order shall be deemed accepted until (i) written notice of acknowledgement of the order has been given by the Company or (ii) (if earlier) the Products are dispatched to the Customer.

2.3 These Conditions shall govern all sales by the Company. Any different or additional terms are hereby expressly excluded except if specifically agreed to in writing by a duly authorised officer of the Company prior to the conclusion of any contract and save that the terms and conditions and other matters appearing on the face of the Company's quotation and acknowledgement of order shall, wherever the same are incompatible with these Conditions, to that extent and no further overrule these Conditions. No employee or agent of the Company has the power to vary these Conditions orally or to make representations or promises about the condition of the Products or their fitness for any purpose or any other matter whatsoever.

2.4 The placing of an order constitutes acceptance by the Customer without reservation of these Conditions and the waiver by the Customer of its own general conditions of purchase contained or referred to in the Customer's order or correspondence or in any other commercial

documentation irrespective of when these conditions are received by the Company.

3. PRICES

3.1 In the event an order is not accompanied by sufficient information to enable the Company to proceed with the execution thereof, the Company reserves the right to amend contract prices to cover any increase in costs which have taken place after acceptance of the order.

3.2 The Company reserves the right to add to the invoice price of the Products a reasonable charge to cover any major changes in raw material prices prior to delivery of the Products.

3.3 Prices quoted are subject to review for errors and omissions at any time.

4. TECHNICAL DATA

All drawings, descriptive matters, price lists or advertisements whether or not supplied with a quotation or tender are indicative only and are intended merely to give a general idea of the Products described therein and shall not form part of the contract between the Company and the Customer.

5. PACKING/WIRE/REELS/PALLETS

Packing will be in accordance with the Company's standard packing unless otherwise specified on order acknowledgement/invoice.

The Company reserves the right to invoice the Customer for any additional packing costs incurred in meeting any special packing requirements of the Customer.

6. DELIVERY

6.1 The Company will endeavour to deliver the Products to the Customer on the date or dates specified by the Company at the time of order, but the time for delivery shall not be of the essence unless the Company has so agreed in writing prior to the delivery of the Products. In case of any delay in delivery which is attributable to the Company, the Customer shall not be entitled to cancel the order and the Company shall not be liable in any way for any loss or damage whatsoever including but not limited to liquidated damages unless otherwise agreed in writing by a duly authorised representative of the Company and provided that the aggregate compensation due to the Customer for such delay shall not exceed 5% of the total net

price of the Products in respect of which delivery has been delayed. The Company shall in no event be liable for any loss, damage or the payment of liquidated damages for delays resulting from events of force majeure, as defined in Condition 7.

6.2 If the delivery date' terms of delivery colour, design or any other particulars necessary for the making of the Products are not specified in the order, the Customer shall give such particulars in reasonable time to allow the performance of the contract.

6.3 The Company reserves the right to effect delivery in one or more installments and to deliver a separate invoice in respect of each installment. Where Products are delivered in installments, the contract shall be severable and each installment shall be deemed to constitute a separate contract. No default by the Company in respect of one or more installments shall entitle the Customer to treat the contract as repudiated or discharged.

6.4 Delivery schedules signed by or on behalf of the Customer shall be conclusive evidence of receipt of the Products described therein. The Customer shall note any claim for short delivery or for damage to the Products on the related delivery schedule at the time of delivery or collection and shall confirm such claims in writing to the Company's Head Office within three working days from the date of delivery. Provided the Customer has notified the Company within the stated 3 working day time limit, the Company will arrange for collection of any damaged Products. If short delivery occurs the Customer shall not be entitled to reject the Products and shall accept the Products delivered as part performance of the contract. Any claim apart from those specified above, that Products do not comply with the order, shall be notified to the Company within 30 days of delivery and any claims for non-delivery of the Products shall be notified to the Company within 10 days of the invoice date for domestic customers, and 40 days from the invoice date for export customers. (Customers in Northern Ireland or Eire will be deemed to be domestic customers).

6.5 If the Customer fails to take delivery on the agreed date the Company shall be entitled to store and insure the Products and

to charge the Customer the reasonable costs thereof.

6.6 Unless otherwise agreed, delivery shall be deemed to take place when the Products are made available for off loading at the Customer's premises.

6.7 Unless otherwise specified in the Company's quotation or tender the price quoted includes delivery by any method of transport at the Company's option within the Company's free delivery areas. The Company reserves the right to invoice the Customer for any additional delivery costs incurred in meeting any special delivery requirements of the Customer.

6.8 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.

7. FORCE MAJEURE

Deliveries may be partially or totally suspended by the Company during any period in which it may be prevented from manufacturing, supplying or delivering the Products by normal route or means of delivery, due to any circumstances beyond its reasonable control including (without limitation) strike, lock-outs or differences with workmen, civil disturbances, war, Queen's enemies, Act of God, storm, flood, tempest, seizure, arrest or requisition of the Products or of the raw materials from which they are ordinarily made, government requirements, quota or licence restrictions, shortage or delay in obtaining fuel, power, materials or labour. If the total or partial suspension of delivery exceeds two months the related order may be cancelled by either party by written notice. The Company shall not incur any liability arising out of its failure to deliver which is directly or indirectly attributable to any such event or events.

8. PAYMENT

8.1 Payment is due in accordance with the payment terms agreed by the Company and the Customer in writing. In the absence of any agreed terms, payment terms shall be on the 20th day of the month following the date of issue of the Company's invoice.

8.2 If the Customer does not pay on the day when payment is due the Company shall be entitled to charge interest on a daily basis from the date due until payment is made (both before and after judgement) at the rate of 3% above Barclays Bank plc base lending rate (or such other base lending rate as the Company shall from time to time decide).

8.3 In addition to the Company's remedies under Condition 8.2 if any payments due to the Company by the Customer are not made on the due dates the Company shall be entitled to require immediate payment for all Products delivered under any other orders placed by the Customer with the Company.

8.4 The Customer shall not be entitled to withhold payment of any amount payable to the Company because of a disputed claim of any nature nor shall the Customer be entitled to set off against any amount payable under any order placed with the Company any amount which it claims is owed to it by the Company.

8.5 If it is necessary for the Company to instruct solicitors and/or a debt recovery agency to effect recovery of the amounts outstanding, then all costs and expenses incurred by the Company and their representatives in so doing shall be borne by the Customer.

9. PASSING OF PROPERTY AND RISK

9.1 Risk in the Products shall pass to the Customer on delivery, and title therein shall transfer to the Customer when the Company has received full payment therefore from the Customer.

9.2 Until property in the Products passes to the Customer in accordance with Condition 9.1 the Customer shall hold the Products on a fiduciary basis as bailee for the Company and shall not permit any charge or lien whatsoever to be created over any property of the Company. The Customer shall store the Products separately from all other goods in its possession and marked in such a way that they are clearly identifiable as the Company's property. The Customer shall insure and keep insured the Products to

their full value against "all risks" until the date that property in the Products passes to the Customer and shall upon reasonable notice furnish the Company with satisfactory evidence that adequate policies of insurance are being maintained and that the premiums are paid up to date.

9.3 Where the Customer resells the Products before payment in respect thereof has been received in full by the Company, the Customer shall hold as trustee for the Company all monies recovered from the sale of those Products. Until property in the Products passes to the Customer the entire proceeds of sale or otherwise of the Products shall be held on trust for the Company and shall not be mixed with other monies or paid.

9.4. The Customer's right to possession of the Products shall cease if the Company's rights under Condition 10 become exercisable and in such event, the Company shall be entitled to enter upon any premises where the Products are stored or where they are reasonably thought to be stored and take possession of the same.

10. CUSTOMER'S DEFAULT

10.1 In the event of any of the following:

(i) the Customer fails to pay for the Products by the due date;

(ii) the Customer fails to pay any other debt due and payable to the Company;

(iii) the Customer fails to take delivery of the Products;

(iv) the Customer commits any breach of these Conditions or the contract; or

(v) the Customer makes any arrangement with or composition for the benefit of its creditors, any petition for the winding-up of the Customer (being a limited company) is passed or presented (other than for the purposes of amalgamation or reconstruction) or (being an individual or partnership) bankruptcy proceedings are commenced, or if a receiver or administrative receiver, administrator or manager is appointed over the whole or any part of the Customer's business; then the provisions of Conditions 10.2, 10.3 and 10.4 shall apply.

10.2 All sums outstanding in respect of any Products supplied by the Company (whether or not such sums have become due for payment), shall immediately become payable.

10.3 The Company may in its absolute discretion and without prejudice to any other rights it may have:

(i) suspend all deliveries of Products under any contract and/or terminate such contracts without further notice and liability on its part;

(ii) require payment of all sums due at a compound rate of 3% per month from the date when payment for the Products in question becomes due to the date of actual payment.

10.4 The Customer shall immediately place any Products in its possession or under its control at the Company's disposal and the Company's representatives shall have (without prejudice to any of its other rights and remedies) the right to enter the Customer's premises and retake possession of such Products.

11. LIEN

The Company shall have a general lien in respect of all sums due from the Customer upon all Products to be supplied to the Customer or upon which work has been undertaken on the Customer's behalf and, upon 14 days written notice to the Customer, may sell such Products and apply the proceeds towards the satisfaction of any sums due to the Company from the Customer.

12. GUARANTEE

12.1 The Company guarantees that all Products that it supplies to the Customer shall remain free from defects in material and workmanship for a period of six (6) months from date of delivery provided that (i) the Products are applied, installed, operated, used and maintained in strict accordance with the Company's specifications and instructions; and (ii) the Company receives written notice of any non-conformance or defect in the Products within one (1) month of receipt of the Products by the Customer or, where the defect is not apparent on thorough inspection upon delivery, within one (1) month from the date such nonconformance or defect is first discovered; and (iii) such defect shall be found to the Company's satisfaction to have arisen solely from the Company's faulty design, workmanship or materials. In respect of any Products or components thereof manufactured and supplied to the Company by third parties, the Company will

pass on to the Customer (in so far as possible) the benefit of any warranty given to the Company by those third parties and will (on request) supply to the Customer details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by the third parties.

12.2 The above guarantee shall be limited to, at the option of the Company and to the exclusion of any costs of transport, dismantling, removal and reinstallation of the Products and of all and any other related expenses all of which shall be borne by the Customer, replacing or repairing free of charge any Products or parts supplied by the Company and returned by the Customer to the company within such 6 month warranty period and acknowledged to be faulty by the Company.

12.3 The Company shall be under no liability under the foregoing guarantee if the Customer has not paid in full for the Products or if any defects in the Products, in the reasonable opinion of the Company, arise from ordinary wear and tear, misuse by or negligence of the Customer or any third party, including without limitation failure to comply with normal trade usages in respect of transport, storing, installation and use of the Products, alteration, tampering with or repair of the Products by the Customer without the Company's express written approval, abnormal or undisclosed environmental conditions. Further, the Company shall not be liable for any defect arising from any design, specification or information supplied by or requested by the Customer.

12.4 The guarantees set forth herein may be asserted by the Customer only. It is agreed that The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Conditions.

13. LIMITATION OF LIABILITY

13.1 The guarantees defined in Conditions 12.1 and 12.2 above set out the entire liability of the Company in respect of the sale of the Products and shall be to the exclusion of all other liability to the Customer whether contractual, tortious or otherwise for defects in the Products or for any loss or damage to or caused by the Products, and all other conditions or warranties whatsoever concerning the Products, whether express or implied, by statute, at common law or

otherwise, are hereby excluded; in particular (but without limitation of the foregoing) the Company grants no warranties regarding the fitness for purpose, performance, use, nature or quality of the Products.

13.2 The Company's aggregate (i) 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, the law of tort or negligence, or otherwise, shall in no event exceed, in addition to the repair or provision of a replacement Product, 40% of the purchase price of the Product with respect to which any related claim may be made.

13.3 The Company shall not be liable whether by way of indemnity or by reason of any breach of contract or in tort (including but not limited to negligence) for any indirect, special, incidental or consequential losses or damage such as loss of use of the Products, loss or alteration of data, damage to reputation, loss of profit or any other financial or economic loss or damage whatsoever as well as financing costs or increase in operating costs, howsoever arising, save that nothing in this Condition 13.3 shall affect either party's liability for death or personal injury to any person caused by the negligence of such party, its employees, or authorised agents.

14 TERMINATION

14.1 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 therefore.

14.2 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 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

(ii) 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.

14.3 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.

15. LIQUIDATE DAMAGES RATE IN CASE OF TERMINATION

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 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 day) 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,

(ii) an amount equal to the negative difference, if any, between the value of the metal content of the Products as determined in 14(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 14(i) above converted from US Dollars into the applicable Price currency as per the exchange rate prevailing on the termination date.

16. PROPER LAW

These Conditions and the sale of the Products pursuant thereto shall be governed by the laws of England (excluding its rules of conflict of laws) and the parties submit to the exclusive jurisdiction of the competent courts of England and Wales.