



General Cable
GENERAL CABLE INDUSTRIES, INC.
TERMS AND CONDITIONS OF SALE
(International)

These General Terms and Conditions (“Terms”) are an integral part of the agreement (the “Agreement”) between General Cable Industries, Inc. (“GCII”) and you as buyer (“Buyer”) into which they are incorporated with respect to the goods offered thereunder (the “Goods”).

1. TERMS OF SALE. Acceptance by Buyer, and any purported offer, confirmation or acceptance by GCII is expressly limited to these Terms. Buyer shall be deemed to have agreed to all of these Terms (and only these Terms), notwithstanding any additional, different or conflicting terms contained in any document or communication submitted by Buyer. All of these Terms (and only these Terms) shall be deemed accepted if Buyer gives a purported confirmation or acceptance to GCII which substantially agrees with these Terms or if Buyer accepts delivery of or uses the Goods. Any purported confirmation or acceptance shall be deemed an acceptance of these Terms and not a counteroffer, regardless of whether it contains terms or conditions which are additional to, different from, or conflicting with, the Terms, unless the same shall contain the following statement: “*Acceptance is expressly made conditional upon assent to the additional or different terms contained herein.*” GCII hereby expressly objects to any terms submitted by Buyer which are additional to, different from, or conflict with, these Terms. Neither the failure of GCII to separately object to a document or communication submitted by Buyer shall be deemed an agreement by GCII to any terms or conditions which are additional to, different from, or conflicting with, these Terms. The Agreement, together with such other documents specifically made a part of GCII’s offer, shall constitute the complete and exclusive agreement between the parties, shall supersede all previous understandings between the parties relating to the Goods, and may be modified only by a written instrument executed by authorized representatives of both parties. A negotiated and executed supply agreement by both GCII and Buyer shall govern any conflict between these Terms and the supply agreement.

2. SHIPPING; RISK OF LOSS; ACCEPTANCE. Unless stated otherwise in the Agreement, all shipping and delivery terms specified herein will have the definitions set forth in the Incoterms® 2010/2000 published by the International Chamber of Commerce and the Goods will be shipped Ex Works (EXW) from GCII’s factory or other GCII-designated location. GCII may make partial shipments and submit invoices for such partial shipments in accordance with the payment terms set forth in Paragraph 5. Risk of loss or damage and, unless otherwise specified, title to the Goods, shall pass to Buyer at the time the Goods are delivered in conformity with the delivery point specified in GCII’s quotation. Both Parties agree to insure the Goods for the full value of such Goods when the risk of loss is the responsibility of such Party per the applicable Incoterm®. If Buyer requests that GCII postpone shipment and GCII stores the Goods for thirty (30) days or more, GCII may invoice Buyer for such storage at a rate of one-half (0.5%) percent of the invoiced amount per month.

3. DELIVERY. Shipment and arrival dates specified are approximate. If the Parties agree on shipping and delivery terms other than those stated in Section 2 of these Terms, (i) GCII shall select the shipping method in its discretion unless otherwise expressly specified by Buyer and (ii) GCII’s freight obligations are limited to shipping at a competitive rate and excess costs for freight, including handling, shall be at Buyer’s expense. Quantities shipped shall be subject to standard industry shipping tolerances.

4. RETURNS. All sales are final unless otherwise expressly agreed to in writing by GCII and Goods may not be returned without GCII’s prior consent. Upon such consent, GCII will provide Buyer with complete shipping instructions. Buyer’s failure or refusal to accept delivery of goods without just cause is considered a default. If Buyer rejects conforming Goods considered “standard” or “stock” items, Buyer will remain liable for damages or loss suffered by GCII,

including but not limited to storage, shipping and restocking costs, anticipated profits, and losses due to market fluctuations. If Buyer rejects conforming Goods that are specifically manufactured, designed or packaged, Buyer shall remain liable for the full price of the Goods less any net salvage value recovered by GCII.

5. PAYMENT AND PRICE. Prices for the Goods are as stated in the Agreement and in United States Dollars. Unless otherwise indicated, GCII's prices are subject to price adjustments based upon fluctuations in raw material prices. Payment is due one hundred (100%) percent net thirty (30) days after invoice date. Buyer will pay a service charge on overdue accounts at a rate equal to the lesser of one and one-half (1.5%) percent per month or the maximum amount allowable by applicable law.

6. CHANGES TO PURCHASE ORDERS. Buyer may only change existing orders with the prior, personally signed written consent from an authorized employee of GCII.

7. CANCELLATION; FORCE MAJEURE. Buyer may not cancel any Agreement, in whole or in part, except with GCII's express written consent. GCII may cancel any Agreement or any portion thereof, or suspend delivery of any or all Goods thereunder, without liability on its part, if (a) sale of the Goods by GCII violates any law, statute, ordinance, regulation or administrative order of the United States, the country of origin or the country of destination; (b) there occurs any material adverse change in the creditworthiness of Buyer, Buyer's business, or any institution issuing a letter of credit for Buyer, as determined by GCII in its sole discretion; (c) tariffs, duties or other charges, or import or export restrictions that are not ordinarily imposed on or applicable to such goods or that were not in existence or were at a less restrictive rate or level at the time the Agreement was executed, are imposed by an applicable jurisdiction; or (d) GCII's ability to perform is prevented, impaired, delayed, or made commercially impractical by any cause beyond its control, including but not limited to acts of God or the public enemy, government acts, work stoppages or interruption, fire, flood, epidemics, quarantines, war, riot, default by a common carrier, shortages of or price increases in raw materials, freight embargo, sabotage, or unusually severe weather. In the event of a shortage of any of the Goods due to any cause or condition covered by this Paragraph 7, GCII may allocate available Goods among its customers as it deems equitable.

8. LIEN. Buyer grants GCII as security for all debts, liabilities and obligations owing by Buyer to GCII, whether under this Agreement or otherwise, a lien and security interest in Buyer's rights, title and interest in the Goods and the proceeds thereof, including without limitation any accounts receivable from the sale of Goods. Buyer authorizes GCII to file all UCC financing statements and other documents GCII may deem necessary to perfect such security interest.

9. REMEDIES; LIMITATION OF LIABILITY. GCII may seek all appropriate relief in the event that Buyer defaults under any Agreement or these Terms and all rights and remedies of GCII under these Terms are cumulative and not exclusive of GCII's other rights and remedies at law. In the event of default, GCII may terminate, or cancel the unfulfilled portion of, any outstanding Agreement. Additionally, GCII may accelerate all amounts receivable from Buyer, which shall become immediately due and payable, stop production of all Goods, stop shipment of all Goods, and/or repossess those Goods in Buyer's possession in which GCII has a security or ownership interest. Events of default shall include, but not be limited to, the following: (1) Buyer files a petition in bankruptcy or under a similar law in any jurisdiction, including reorganization, insolvency, dissolution, liquidation or a similar event; (2) Buyer fails to pay any invoice under any Agreement within thirty (30) days of its due date; or (3) a court of competent jurisdiction issues an order appointing a receiver, custodian or administrator over all or any portion of Buyer's assets.

No claim by Buyer for any damages shall exceed the purchase price of the Goods with respect to which such damages are claimed. GCII SHALL HAVE NO LIABILITY TO BUYER, BUYER'S CUSTOMERS OR BUYER'S CONTRACTORS FOR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

10. WARRANTY. GCII warrants that the Goods will conform to the specifications set forth in the Agreement. This warranty shall run for a period not to exceed one year from the date the Goods are shipped to Buyer. GCII DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY CLAIMED TO HAVE ARISEN BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

GCII's sole responsibility under this warranty shall be to repair or replace, at GCII's option, any defective Goods, provided (a) the Goods failed during normal, intended and proper use; (b) the failure is not attributable to improper or unauthorized application, storage, handling, modification or installation; (c) immediate written notice of such failure is provided to GCII; and (d) GCII is given the reasonable opportunity to inspect the failed Goods. All repairs or replacements by GCII under the provisions of this warranty shall be free of charge, F.O.B. Main US port only.

11. INDEMNIFICATION. Buyer shall indemnify, defend and hold GCII, its parents, subsidiaries and affiliates and its and their directors, officers, agents and representatives harmless from and against any claim, lien, loss, cost, damage, expense or judgment (including attorneys' fees) arising from or caused by: (a) designs or specifications provided by Buyer; (b) any installation, modification or refinement of the Goods by or for Buyer not made by GCII; (c) failure of the Goods to comply with any law, statute, ordinance, regulation or administrative order of the country of purchase or destination; (d) alleged or actual infringement or violation of any patent (domestic or foreign), copyright or other intellectual property right of any person or entity arising out of the manufacture or sale of the Goods, (e) any breach by Buyer of any of these Terms, or (f) Buyer's negligent, willful or intentional acts or omissions. If the Goods are to be resold or incorporated into a finished product, Buyer shall obtain and maintain at its expense, a product liability insurance policy covering the Goods sold hereunder with terms, limits and conditions acceptable to GCII. GCII shall be named as an additional insured under such policy. All such insurance will be effected under valid and enforceable policies issued by insurers authorized to issue such policies under applicable law. Such insurance shall be underwritten by a reputable and internationally recognized entity that is acceptable to GCII, in GCII's discretion. The Buyer will furnish GCII with proof of insurance upon request. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

12. CONFIDENTIAL INFORMATION. Buyer will ensure that no confidential or proprietary information of GCII will be disclosed. Buyer is not allowed to use GCII's trademarks, service marks or trade names without the express written consent of GCII. Any designs, specifications, drawings or engineering data for the Goods that have been supplied by GCII, or which were specifically created by GCII to fulfill its obligations, under the Agreement shall remain the sole and exclusive property of GCII.

13. COMPLIANCE WITH LAWS. Buyer shall comply with all applicable laws including, without limitation, any export laws, which affect the purchase and use of the Goods (and any related technical data or information). Buyer shall be responsible for obtaining any necessary government approvals including permits and licenses for exportation and importation of the Goods. Buyer agrees not to export or re-export the Goods to any country in violation of U.S. or applicable export control laws or to directly or indirectly bribe, pay, offer, promise, gift, or give anything of value to any employee or official of a government or instrumentality or department thereof, to any political party or candidate for political office, to any employees or officials of public international organizations, or to any other person with the knowledge or belief that such money or item of value will be passed on to one of the above to influence any act or decision by such person or by any governmental body for the purpose of obtaining, retaining, or directing business or to otherwise obtain an improper advantage.

14. TAXES. Prices do not include any applicable taxes, duties, fees, tariffs or assessments, and Buyer will pay any such amounts arising from the sale of the Goods. However, Buyer may

provide GCII with a tax exemption certificate acceptable to the appropriate taxing authority in lieu of payment, if applicable, as determined by GCII. In the event that Buyer claims an exemption that is subsequently disallowed, then Buyer agrees to indemnify and hold GCII harmless against the imposition of any taxes, fees (including reasonable attorneys' fees), penalties and interest imposed on GCII as a result thereof.

15. APPLICABLE LAW; JURISDICTION. The Agreement, all obligations, rights and remedies of the parties thereunder and all issues, controversies or other matters arising between the parties thereunder shall be governed by and interpreted exclusively in accordance with the laws of the Commonwealth of Kentucky (without applying its conflict of law rules) and not the U.N. Convention on the International Sale of Goods. GCII and Buyer each submit to the exclusive personal jurisdiction and venue of the United States federal and state courts situated in Campbell County, Kentucky, U.S.A. Buyer hereby waives its right to trial by jury and waives any objection that it may have based on lack of jurisdiction, improper venue or forum non conveniens.

16. DRAWBACKS. GCII reserves the right to claim drawbacks on any import duties or taxes paid on imported copper, aluminum or other raw materials included in the Goods, and Buyer waives and disclaims any and all rights to such drawbacks. If any of the Goods shall be exported, then Buyer authorizes GCII to make entry for and collect drawbacks thereon, agrees to furnish GCII with all documents necessary to obtain payment of such drawbacks and, if such materials are transferred prior to export, will require the exporter to furnish to GCII due proof of exportation.

17. NON-WAIVER. No right of GCII under this Agreement shall be deemed waived unless evidenced in a written document signed by an authorized representative of GCII. GCII's acceptance of partial payment is not a waiver of any right of GCII

18. ASSIGNMENT. The Agreement and these Terms shall be binding upon Buyer, GCII and their respective successors and assigns and neither the Agreement nor any of Buyer's obligations thereunder shall be assigned or transferred without the prior written consent of GCII.

19. SEVERABILITY. If any section of these Terms is determined to be illegal, invalid, or unenforceable the remaining provisions will remain valid and enforceable.

20. SURVIVAL. All rights, duties and obligations under these Terms will remain in force beyond the completion of any Agreement.

21. BUSINESS CONDUCT. GCII expects its associates to carry out GCII's business with honesty and in compliance with laws and high ethical standards. This expectation extends to GCII's interaction and dealings with suppliers and customers. If Buyer experiences problems with, or has concerns surrounding, its dealings with GCII, Buyer is encouraged to contact GCII's General Counsel, Robert Siverd, at rsiverd@generalcable.com or GCII's confidential Ethics Hotline at either 1-877-256-8862 (U.S. toll free number) or by calling 1-770- 582-5269 collect to the U.S.A. (for all other worldwide locations).