

PRYSMIAN GENERAL TERMS AND CONDITIONS OF SALE
NORTH AMERICA (UNITED STATES)

1. **SCOPE:** The General Terms and Conditions of Sale herein between **Prysmian Cables and Systems USA, LLC. together with its affiliates and subsidiaries** (“Seller”) and Buyer provide for the sale from Seller to Buyer of Products and/or Services, as described in Seller’s offer, including any Seller quotation, price sheet, or blanket pricing. Seller’s offer, including any Seller quotation, price sheet or blanket pricing shall be collectively referred to as “Offer”. SELLER EXPRESSLY REJECTS ALL OTHER TERMS AND CONDITIONS ON BUYER’S PURCHASE ORDERS OR ANY OTHER BUYER DOCUMENT IN CONFLICT WITH THESE GENERAL TERMS AND CONDITIONS OF SALE, AND BUYER AGREES TO BE BOUND SOLELY BY THESE TERMS AND CONDITIONS. Buyer and Seller are referred to jointly as “Parties” and individually as “Party”.

2. **CONTRACT:** Buyer acknowledges and agrees that Offers provided by Seller are subject to change or withdrawal without notice to Buyer. Orders shall not be considered accepted until acknowledged in writing by the Seller. Acceptance of any order and the resulting contract between Buyer and Seller is expressly limited to these General Terms and Conditions of Sale (the "Terms and Conditions"). The Terms and Conditions herein, together with Seller’s Offer, shall govern any contract or purchase order except as otherwise agreed to between the Parties. By delivery to Seller of an order and/or the acceptance of Products, the Buyer acknowledges receipt of these Terms and Conditions. Any contract of sale between Buyer and Seller shall incorporate these Terms and Conditions ("Contract"), and such Contract shall not be amended or modified by the provisions of any purchase order or other communication from the Buyer. In the event of a conflict between Seller’s Offer and these Terms and Conditions, Seller’s Offer shall take precedence.

3. **PRICE AND PAYMENT:** Unless otherwise noted on the face of the Seller’s Offer, an Offer shall remain valid for 7 calendar days from the date the Offer is received.

Prices quoted are exclusive of any applicable taxes, including sales, use, excise, and similar taxes, which shall be the responsibility of the Buyer. Seller reserves the right to modify its Offer upon any changes to raw material, metal variations, or transportation costs.

Unless otherwise stated and agreed to, in writing, payments for Products and/or Services purchased hereunder are net thirty (30) days from the date of Seller’s invoice. All payments shall be paid in United States Dollars. Invoices will be issued and dated by Seller not earlier than the shipment date with specified detail level. Seller will conform to the shipping, identification, and invoicing instructions on each Order. If Buyer claims to be exempt from any sales, use, or other taxes, then Buyer shall promptly deliver to Seller the appropriate exemption certification. If early discount is stipulated, it is subject to the Buyer's entire account being current. Any cash discount for prompt payment shown on any Seller's invoice shall not apply to freight charges, containers, taxes or other charges.

Buyer may not set-off, whether for possible damages for breach or otherwise, against any payments due Seller, provided, however, payments by Buyer are without prejudice to Buyer's rights.

4. **PRICE ADJUSTMENTS**: The Seller shall, from time to time, have the right to make price adjustments based on increase in material and freight costs. Seller may adjust its pricing, in whole or in part at Seller's discretion. Seller will communicate any such price adjustment in writing, including any Purchase Orders pending but not yet invoiced. Upon notification of a price change, the Buyer may elect to cancel its order within 10 days of the written notification of Seller's price adjustment. Buyer's failure to cancel its Order shall be deemed an acceptance of the price adjustment, and Seller shall invoice accordingly.

5. **CHANGES IN ENTRY COSTS**: Notwithstanding any shipping terms agreed as between Seller and Buyer and notwithstanding anything to the contrary stated herein, in the event that Seller is responsible to pay any duties, taxes, and/or tariffs, on some or all of the products sold to Buyer (whether during transit to Buyer's delivery location or otherwise), and there are any changes in applicable duties, taxes and/or tariffs, Seller shall have the right, from time to time and at Seller's sole discretion, to make price adjustments based on any such changes, including on any orders that are pending but not yet delivered. Seller will communicate any such price adjustment in writing.

6. **CREDIT**: All purchase orders are subject to credit approval prior to acceptance. With respect to any invoice, Buyer shall pay the total amount due to Seller (the "Invoice Total") in full within thirty (30) days after the date of the related invoice. Interest shall accrue on any past due amount at the lesser of (a) 18% per annum, or (b) the maximum rate permitted by applicable law. Seller has the right to a personal property security interest in all Products (and the right to register such security interest in accordance with applicable laws) until the related Invoice Total is paid in full. If Seller determines at any time that, in the opinion of Seller, Buyer is unable to comply with the payment terms, then Seller may suspend credit terms, require down payments and progress payments, demand payment in full for outstanding balance, withhold shipments, and repossess all Products previously delivered, which shall become the absolute property of Seller subject to credit therefor.

If Buyer fails to fulfill the terms of payment of any invoice or if the financial condition of Buyer shall become impaired or unsatisfactory to Seller, or if necessitated by any acts or requirements of any governmental authority, Seller reserves the right to change the terms of payment and/or defer or discontinue further shipments, without prejudice to any other lawful remedy available to Seller, until past due payments are made and satisfactory assurances of Buyer's credit standing or ability to meet its obligations under the applicable Contract are received by Seller, or until compliance with such acts or requirements of such governmental authority.

Seller also reserves the right in the case of any of the foregoing events to cancel all Contracts with Buyer, in which event, Buyer shall compensate the Seller for any commitments, obligations,

expenditures, expenses and costs the Seller may have incurred through the date of cancellation in connection with such Contracts.

7. **CHANGES / CANCELLATIONS / RETURNS:** Unless otherwise agreed to by Seller or stated in Seller's Offer, Orders accepted by Seller are not subject to change, cancellation, delay, or return by Buyer without Seller's prior written consent and appropriate compensation for all costs or losses incurred by Seller. Any such cancellation shall be subject to a cancellation charge in such amount as the Seller, in its sole discretion, shall deem reasonable but which shall not exceed the price of the Product.

8. **DELIVERY, TITLE AND RISK OF LOSS:** The title to Products being sold pursuant to this Contract shall pass to Buyer upon Seller's receipt of payment.

Risk of loss or damage shall pass to Buyer (a) upon delivery to the destination stated in the Seller's Offer, (b) upon delivery to the carrier, if shipped EXWorks, Collect, 3rd Party Logistics, or otherwise, or (c) upon the Products being available for pickup by Buyer or Buyer's carrier. Except as otherwise agreed in an Offer, Seller reserves the right to: (a) make partial shipments and submit invoices for partial shipments, and (b) ship overages or shortages of weight, length, size and/or quantity in accordance with Seller's commercial standards.

Delivery dates are approximate only and based on conditions at the time Seller accepts Buyer's purchase order. Seller shall not be liable for any loss or damage arising directly or indirectly as a result of a shipment delay. Seller shall pack each Product for shipment in accordance with Seller's commercial standards, except as otherwise mutually agreed.

9. **STORAGE:** Except where the Seller has agreed to store the Products as stated in Seller's Offer, when Products are ready for Delivery, as agreed to, the Seller will give written notice to the Buyer requiring the Buyer to take delivery of the Products. If the Buyer fails to receive delivery on the agreed date, or upon Seller's receipt of a written request from the Buyer prior to shipment, then the shipment will be placed in a "hold" status, Seller will store the Products at Buyer's sole risk for no more than fifteen (15) days from the Delivery date. Any such storage shall be charged at the then commercial storage rates. Such agreement to store Products shall not relieve or in any manner delay or impact Buyer's obligation to pay the charges and/or costs billed to it by Seller. After the initial fifteen (15) day period, Seller may agree to continue to store Buyer's Products, at Buyer's sole risk, for such period as may be mutually agreed to by the Parties. Any such additional storage shall be billed to Buyer at a rate set forth by the Seller. In the event that Seller is unable to store Buyer's Product(s) at Seller's location, Buyer may direct Seller, at Buyer's cost, on where Seller may deliver the Product(s), if different from location stated in Buyer's Order. The foregoing provision shall not impact the time at which risk of loss shall pass to Buyer, which shall be the date upon which the Products were ready for shipment as invoiced, nor will it affect the time when payment of invoices shall be due from Buyer.

10. **RETURN OF REELS:** Unless otherwise agreed to, in writing, or unless otherwise stated in Seller's Offer, where cable is supplied by the Seller to a destination within the United States on a Seller owned returnable steel reel, a steel reel deposit will apply. The steel reel deposit will be invoiced by the Seller upon shipment and paid for by the Buyer at the price set out in the

Seller's Steel Reel Deposit Schedule. Seller's Steel Reel Deposit Schedule will be provided upon request. The Buyer shall use all reasonable endeavors to allow their prompt return to the Seller or its nominated contractor. When any returnable steel reel is empty the Buyer shall immediately contact the telephone number shown on the label attached to the steel reel. The Seller or its nominated contractor will be responsible for arranging collection of the steel reel in accordance with the Seller's Steel Reel Return Policy & Procedure. The full invoiced deposit will be refunded if the steel reel is received back in good and reusable condition within a period of 12 months after the date of the original shipment. In any event, the refund shall be conditional upon the relevant steel reel being in good quality conditions and free from any defects and/or damages.

11. **WARRANTY**: Seller warrants Products, under normal use and service, shall conform to Seller's published specifications and be free from any encumbrances and defect in materials, manufacture, and workmanship for a period of twelve (12) months from the date of shipment. To avail itself of its remedies hereunder this warranty, Buyer must promptly notify Seller, in writing, after the Buyer discovers the defect and shall return the Product to Seller upon the receipt of Seller's authorization for Buyer to return such defective Product in accordance with Seller's instructions for return. Seller's sole and exclusive liability shall be, at its sole discretion, to repair or replace defective Product, either onsite or at the manufacturing location and ship it back to the Buyer, F.O.B. Buyer location. This warranty does not include removal, deinstallation, and reinstallation costs and does not apply to defects not caused by Seller, lack of maintenance, unintended use, misuse, abuse, neglect, improper or unsuitable installation, external accidents, alterations or repairs made or performed by any person or entity not under the control of Seller, or any other causes beyond the reasonable control of the Seller. Nor shall Seller's liability extend to the cost of labor to remove and install Products to be repaired or replaced hereunder. The liability of the Seller shall in no case include the cost of any utility-supplied support, personnel or equipment for the removal or repair of a fault. Seller's warranty does not apply to items obtained via unapproved or secondary sources not serving as an authorized Seller agent.

Seller shall not be liable for any loss or damage resulting from causes beyond its reasonable control. With respect to hardware and components manufactured by a third party vendor, recourse shall be made against such vendors only, and Seller's only obligations are: (a) to the extent any warranty extended by the vendor is transferable, Seller shall transfer such warranty to Buyer, and (b) to use commercially reasonable efforts (excluding the initiation of litigation) to require the vendor to fulfill the obligations of their warranty.

THE FOREGOING WARRANTIES CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER FOR THE FURNISHING OF DEFECTIVE PRODUCTS. SELLER MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY PRODUCT, DOCUMENTATION OR SERVICES, AND SELLER DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. SELLER WILL NOT, IN ANY EVENT, BE LIABLE TO BUYER FOR ANY DAMAGES RELATING TO BUYER'S PROCUREMENT OF SUBSTITUTE PRODUCT, COST OF

COVER, LOSS OF PROFIT, REVENUE OR GOODWILL, OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM ITS BREACH OF THE FOREGOING WARRANTY OR ANY OF THE OTHER TERMS AND CONDITIONS OF A CONTRACT.

12. **FORCE MAJEURE**: If Seller suffers a delay in performance due to any cause beyond Seller's reasonable control, the time for Seller's performance shall be extended by a period of time equal to the period of delay. Seller will give the Buyer written notice within a reasonable time after Seller becomes aware of such delay.

13. **CHANGE IN PRODUCTS**: Seller reserves the right to change the part number, design, dimensions, weight, or specifications of the Products at any time. However, Seller shall not make any changes to the Products ordered by Buyer without the Buyer's consent if the change impairs the performance or function of the Products.

14. **INTELLECTUAL PROPERTY**: No title, license, or interest in any of Seller's intellectual property (including proprietary documents and data) is transferred hereunder. Seller will defend and indemnify Buyer against claims that Products sold hereunder infringe any third party United States patent, copyright, or trademark, provided Buyer promptly notifies Seller in writing of the claim and grants to Seller the sole authority to assume the defense thereof, and the sole right to settle the claim. At Seller's option and expense, it shall either procure for Buyer the right to use any infringing good, or replace or modify the same so that it becomes non-infringing. The foregoing is inapplicable to Product supplied to Buyer's specification or to infringement claims relating to use in combination with products not furnished by Seller. The foregoing states Seller's sole obligations regarding intellectual property right infringement.

15. **WAIVER OF CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY**: NOTWITHSTANDING ANY PROVISION OF THIS CONTRACT TO THE CONTRARY, (A) NEITHER SELLER NOR ANY OF SELLER'S SUPPLIERS OR LICENSORS SHALL HAVE ANY LIABILITY TO BUYER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR OTHER SPECIAL DAMAGES. INCLUDING, BUT NOT LIMITED TO, ANY LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR GOOD WILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) SELLER'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF THIS CONTRACT SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICES THAT GIVE RISE TO THE CLAIM.

16. **EXPORT**: If any Product, documentation, or technology delivered or disclosed to Buyer under these Terms and Conditions is subject to the Export Administration Regulations administered by the Customs Act or any other United States export law, then Buyer shall not export or reexport such Product, Documentation, or technology except in compliance with United States law. Seller shall disclose information to be disclosed to Buyer and deliver Product to be delivered to Buyer only in compliance with the export control laws and regulations of United States in effect from time to time. Buyer agrees to abide by any limitation of disclosure placed on information revealed to it, and by any limitation of Product deliveries which may be

placed thereon as a result of such regulations. Buyer shall provide Seller with all documentation and data necessary or desirable for compliance with all such laws and regulations. In particular, before Buyer purchases Products that Buyer intends to export, Buyer will so notify Seller and will identify the country(ies) of intended destination. Buyer agrees to hold Seller harmless from any liability arising from the failure of Buyer to comply with such laws and regulations, or with the provisions of this paragraph.

The Purchase Price is payable in United States Dollars. Seller does not accept liability for variations in exchange rates between the date of this Contract and the date of payment. Unless otherwise agreed by Seller, if required payment shall be made by an irrevocable, divisible letter of credit in United States Dollars confirmed by a United States banking institution acceptable to the Seller, the said letter of credit must allow payment against a sight draft which shall be supported by "on board" bills of lading. Seller shall not be obligated to commence performance under a Contract until it has received the said letter of credit from the confirming United States bank.

Customs: It shall be the responsibility of the Buyer to clear the Product through the customs department of the country to which the Product is shipped, and to satisfy all other rules and regulations of the said country relative thereto. Buyer shall fully satisfy all import license requirements and other similar rules and regulations prior to instructing Seller to commence performance of a Contract.

Duties, Taxes, Etc: Buyer will either pay directly, or reimburse Seller for all duties, taxes, license or registration fees, assessments of levies of any nature whatsoever now or hereafter imposed by or under the authority of any law, rule or regulation with respect to ownership, manufacture importation, transportation, installation, purchase, sale or use of the product, except income taxes on Seller imposed by the Government of United States.

17. **CHOICE OF LAW, VENUE, JURISDICTION:** These Terms and Conditions and any Contract to which they apply shall be governed by laws of the State of Delaware, without reference to its conflicts of laws principles and rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any manner to any such Contract. Seller and Buyer consent to and submit themselves to the jurisdiction and venue of any dispute arising hereunder or of any action to enforce these Terms and Conditions and any Contract to which they apply.

In the event that any term, condition, or provision hereof is held by a court of competent jurisdiction to be invalid or unenforceable, such circumstances shall not affect the validity or enforcement of any other term, condition or provision hereof.

18. **ARBITRATION:** Seller or Buyer may require that any controversy, claim, dispute or other matter arising out of or related to these Terms and Conditions and any Contract to which they shall be determined by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Any such arbitration shall be conducted in Delaware, or such other location as the parties may agree before a panel of three arbitrators, one of whom shall be selected by Seller; one of whom shall be selected by Buyer; and one of whom shall be selected

by the mutual agreement of the Parties. The arbitrators shall be appointed within thirty (30) days of the date that a party submits a claim to arbitration, provided, however, if the Parties are unable to mutually agree on the third arbitrator within such period, then the third arbitrator shall be appointed in accordance with the process prescribed by its Rules. If any Party institutes any judicial proceeding relating to a claim, that action shall not be a waiver of the right of any Party to require submission of such claims to arbitration.

19. **MISCELLANEOUS**

a. Parties' Relationship. The Parties' relationship is that of independent contractors. Nothing in these Terms and Conditions authorizes either Party or its employees to act as the other Party's agent or representative. Neither Party's employees, agents or contractors will, under any circumstances, be construed to be the other Party's employees, agents or contractors.

b. Assignment, Subcontractors. Neither Party may assign, transfer, subcontract or delegate any of its rights, interests, or obligations under this Contract (an "Assignment") without the other Party's prior written consent. An "Assignment" will not include any transfer of: (a) at least fifty percent of a Party's assets or ownership; or (b) the part of a Party's business that relates to this Contract or those assets employed in a Party's performance under this Agreement, both of which are permitted with prior notice to the other Party. Any unauthorized Assignment made will be void and may be, at the non-consenting Party's election, cause for this Agreement's immediate termination.

c. Contract Interpretation. If any term of these Terms and Conditions or any other Contract document is held invalid, illegal, or unenforceable by a tribunal of competent jurisdiction, that term will be deemed severable from the entirety of the Contract Documents and the rest of the Contract will remain enforceable and valid. The titles and headings are for reference convenience only and will not be used in this Agreement's interpretation. The Terms and Conditions herein may not be waived, modified or supplemented in any manner whatsoever (including a course of dealing or of performance or usage of trade) except by a written document signed by the Parties' authorized representatives. No single or multiple failure or delay in exercising any right or remedy under the Contract Documents will waive that Party's subsequent right to require strict performance.

d. Notices. Notices to Buyer shall be sent to the attention of the Party on the face of Buyer's Purchase Order. Notices to Seller shall be sent to the Party on Seller's Offer. Notices shall be deemed given when received.

e. Errors. Each party agrees to notify the other when it becomes aware of any errors.

f. Entire Agreement. These Terms and Conditions, including all other Contract Documents, constitute the Parties' final and complete Contract and supersedes any and all of the Parties' prior oral and written agreements and understandings with respect thereto.

g. Build America, Buy America. Seller makes no representations that products are compliant with any Buy America program, including without limitation the Build America, Buy America

Act. Seller will evaluate and, if applicable, certify compliance with any Buy America program specifically upon request.