

**GENERAL CABLE COMPANY LTD. TERMS AND CONDITIONS OF SALE**  
**(Canada)**

**1. ACCEPTANCE.** This is an offer for General Cable Company Ltd. ("Seller") to sell the product(s) ("Goods") offered by it to the party to which the Goods are offered ("Seller") on the terms and conditions stated herein ("Terms") and is not an acceptance of any offer or the confirmation of an existing agreement with Buyer. Any Terms in Buyer's acceptance of Seller's offer which add to, vary from or conflict with the Terms herein are hereby objected to. The Terms herein, together with such other documents specifically made a part of Seller's offer, shall constitute the complete and exclusive statement of the Terms of the agreement between the parties (the "Agreement"), shall supersede all previous understandings between the parties (with the exception of any separately negotiated purchase or supply agreement signed by a representative of General Cable pursuant to which this transaction is being consummated) which may have existed relating to the Goods, and may hereafter be modified only by a written instrument executed by the authorized representatives of both parties.

If this instrument has been issued by Seller in response to an offer by Buyer and it so indicates, and if any of the Terms herein are in addition to or vary from or conflict with any terms of such offer, then the issuance of this instrument by Seller shall constitute an acceptance of such offer, subject to such additional and different Terms contained herein. Buyer shall be deemed to have so assented and acknowledged unless Buyer notifies Seller to the contrary in writing within ten (10) days of receipt of this instrument.

Orders which require Buyer's approval of engineering data, technical drawings, etc., after a purchase order has been submitted to Seller, shall be valid for thirty (30) days from the date of transmittal of documents to Buyer for approval unless otherwise specified. If approval is received by Seller after the thirty (30) days, the order will require reconfirmation and acceptance and will be subject to a possible price adjustment and change in delivery schedule.

**2. RISK OF LOSS - ACCEPTANCE OF GOODS.** Risk of loss and, unless otherwise specified, title to the Goods shall remain with Seller until the delivered in conformity with the order at the F.O.B. point specified on the face hereof, and upon such delivery title and risk of loss to the Goods shall pass from Seller to Buyer, and Seller's responsibility for loss or damage shall cease. Buyer shall be deemed to have accepted Goods delivered in accordance with this Agreement unless Seller is notified of rejection with forty-eight (48) hours after delivery of the Goods. If Buyer requests that Seller postpone shipment and Seller stores the Goods at its facility for 30 days or more, Seller may invoice Buyer for storage charges at a rate of 0.5% of the invoiced amount per month.

**3. DELIVERY.** Shipment and arrival dates specified are approximate only. Seller's freight obligations are limited to shipping at a competitive rate (which may include certain administrative and/or logistics charges) and excess costs for freight, including handling, shall be at Buyer's expense. Quantities shipped shall be subject to standard industry shipping tolerances. Seller shall select the shipping method in its discretion unless Buyer otherwise expressly specified by Buyer.

**4. RETURNS.** Goods may not be returned without Seller's prior consent and, if given, Seller 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 Seller, 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 Seller.

5. **PAYMENT AND PRICE.** Prices for the Goods are as stated in the Agreement. Unless otherwise indicated, Seller'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, compounded monthly on the unpaid balance, or the maximum amount allowable by applicable law.

6. **CREDIT.** Seller reserves the right to alter or suspend credit and/or change credit terms when, in its sole opinion, the financial condition of Buyer warrants such action. In such case, in addition to its other remedies provided in these Terms or by law, Seller may: (i) require Buyer to make cash payment or provide security acceptable to Seller, in Seller's sole discretion, before making shipment; or (ii) accelerate the due date of payment by Buyer under any this or any other contract or order with Seller.. If such payment or security is not provided, Seller may suspend or reduce shipment and stop Goods in transit to Buyer. Without limiting the foregoing, Buyer's failure to pay any invoice when due will make all other unpaid invoices immediately due and payable and Seller may, at its option, cancel the unfulfilled portion of this Agreement and all other contracts and orders with Buyer (including outstanding quotations to Buyer). Seller may utilize any or all of these remedies in any combination. Seller's acceptance of partial payment is not a waiver of any right of Seller. Upon any payment default, Buyer agrees to pay Seller its costs of collection, including attorneys' fees and costs.

7. **LIEN.** Buyer hereby grants to Seller as security for all debts, liabilities and obligations owing by Buyer to Seller including without limitation the purchase price with respect to the Goods subject hereto, a lien and security in and to, all Buyer's rights, title and interest in and to the Goods. Buyer hereby appoints Seller, its officers and employees as Buyer's attorneys-in-fact with full power to execute and file all Uniform Commercial Code Financing Statements and/or *Personal Property Security Act* (Ontario) Financing Statements and other documents as Seller may deem necessary in order to perfect the security interest granted herein.

8. **CANCELLATION.** Seller reserves the right to cancel the Agreement or any part thereof, or to suspend delivery of any or all Goods hereunder, without liability on its part, if (a) Buyer fails to fulfill the terms of any payment of any invoice or if Buyer's financial responsibility shall become impaired or unsatisfactory to Seller; or (b) Seller's ability or that of its supplier to manufacture or deliver the Goods is prevented, impaired or delayed by any force majeure event as contemplated in Section 9 hereof. In the event of a shortage of any of the Goods due to any of the causes or conditions covered by this paragraph, Seller reserves the right to allocate available product among its customers, including Buyer, as it deems equitable. Seller also reserves the right upon the occurrence of any of the foregoing events, to cancel the Agreement. If cancellation occurs as a result of the reasons set forth in (a) above, Buyer shall also compensate Seller for any commitments, obligations, expenditures and expenses and other costs Seller may have incurred in connection with the Agreement.

If Buyer cancels its order after acceptance, and the Seller receives the cancellation notice less than ninety (90) days prior to the start of manufacture, Buyer will be subject to a cancellation charge equal to thirty (30%) percent of the unescalated order price, together with an additional charge equal to the Seller's cost of any raw materials acquired for Buyer's order. If such cancellation notice is received after manufacture of Buyer's order has commenced, a cancellation charge equal to thirty (30%) percent of the unescalated order price, plus the value of the work-in-progress less storage value will apply.

9. **FORCE MAJEURE.** Seller shall not be liable for any loss or damage incurred or suffered as result of any failures or delays in performance due to any cause or circumstance beyond its control and without its fault or negligence or beyond the control of any supplier or subcontractor, including but not limited to any failures or delays in performance caused by acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantines, strike, lockout, or other work stoppages or interruptions, freight

embargoes, default by a common carrier, sabotage, riots, unusually severe weather or other commercial impracticability.

**10. WAIVERS AND REMEDIES.** Seller's waiver of any breach or any failure to enforce any of the terms, conditions and specifications of this Agreement shall not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term, condition and specification thereof. No right of Seller under this Agreement shall be deemed waived unless evidenced in a written document signed by an authorized representative of Seller. All rights and remedies of Seller under this Agreement are cumulative and not exclusive of Seller's other rights and remedies at law. No claim by Buyer for any damages shall exceed the purchase price of the Goods with respect to which such damages are claimed. SELLER SHALL HAVE NO LIABILITY TO BUYER, BUYER'S CUSTOMERS OR BUYER'S CONTRACTORS FOR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

**11. WARRANTY.** Seller warrants that the Goods will conform to the Seller's standards specifications for such material, will be new, and will be free from defects in material and workmanship for a period not to exceed the lesser of one year from the date the Goods are placed in service or 18 months from the date Seller shipped the Goods to Buyer. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Seller's sole responsibility under this warranty shall be to repair or replace, at Seller's option, any length of product found defective in material or workmanship, provided (a) the product 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 is provided of such failure to Seller; and (d) Seller is given the reasonable opportunity to inspect the failed product. In no event shall Seller be responsible for costs of installation, removal, transportation, or other ancillary costs or expenses associated with repair or replacement, or for any incidental, indirect, or consequential costs or damages, including, but not limited to, any loss of use, loss of profit or revenue, downtime, or delay,

All repairs or replacements by Seller under the provisions of this warranty shall be free of charge, F.O.B. delivery point called for in the original order. Defective Goods shall be returned to Seller by Buyer F.O.B. Buyer's location unless Seller instructs Buyer to scrap them, in which case Buyer shall credit Seller with the scrap value.

**12. INDEMNIFICATION.** If the Goods are manufactured by Seller in accordance with Buyer's instructions or specifications, Buyer shall indemnify, defend and hold Seller, its parents, subsidiaries and affiliates and its and their directors, officers, agents and representatives (hereinafter collectively referred to in this paragraph as "Seller") harmless from and against any claim, lien, loss, cost, damage, expense or judgment (including attorney fees) (hereafter collectively referred to as "Damages") due to any 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, sale, use, installation or resale of the Goods.

In addition to any other indemnification contained herein, Buyer shall indemnify and hold harmless Seller and its parents, subsidiaries, and affiliates, and its and their directors, officers, agents and representatives as well as its subcontractors and suppliers against any and all Damages resulting or claimed to result in whole or in part, by any alleged defects in the Goods resulting from its installation, modification or resale by or for Buyer or use of the Goods manufactured by Seller according to Buyer's specifications.

**13. NON-DISCLOSURE.** Data, drawings, specifications or other technical information furnished to Buyer by Seller pursuant to this Agreement shall not become the property of Buyer, shall only be used by Buyer in fulfilling obligations imposed by this Agreement, shall not be

duplicated or disclosed to others without Seller's prior consent, and shall not be construed as granting any rights whatsoever under any intellectual property right of Seller. At Seller's request, Buyer will promptly return to Seller or otherwise dispose of all drawings, data, specifications or technical information which Buyer has received from Seller in connection with this Agreement, including documents or data prepared by Buyer using Seller's information.

**14. TAXES.** Purchase prices do not include sales, use, goods and services, value added, excise or similar taxes. In addition to the prices specified herein, the amount of any such present or future tax applicable to the sale, delivery, import, export or use of the Goods hereunder, which, shall be paid by Buyer.

**15. APPLICABLE LAW AND JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Seller and Buyer each consent to the non-exclusive jurisdiction of the courts of the Province of Ontario, and at the sole option of Seller, of the courts in any jurisdiction in which Buyer's principal place of business or any assets of Buyer subject to judgment may be located. Judgments rendered in actions or proceedings in such courts may be enforced in any of the forums described herein or in any other court having jurisdiction over the parties.

**16. SELLER'S PROPERTY.** A deposit will be required for all returnable reels, spools, cases and other containers (hereinafter together referred to as "Property"). All such Property is owned by Seller and is loaned for transportation purposes only. The Property should be returned via the means affording the lowest rates to the nearest plant of Seller, freight collect, within twelve (12) months of shipment to Buyer and, upon Seller's inspection and determination that the Property is in good condition, normal wear and tear excepted, the deposit will be refunded. If the Property is not returned within twelve (12) months or is not returned in good condition, the applicable deposit will be retained by Seller as the agreed-to purchase price of the Property, and ownership to the Property will pass to Buyer. If any Property is returned but not in good condition and title passes to Buyer as described above, such Property must be removed by Buyer within thirty (30) days of notification that title has passed. Seller need not segregate deposits for Property from its general funds.

**17. DRAWBACKS.** Seller 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. Buyer authorizes Seller to make entry for and collect drawbacks thereon, agrees to furnish Seller 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 Seller due proof of exportation.

**18. ASSIGNMENT.** This Agreement shall not be assigned or transferred without the prior written consent of Seller.

**19. MISCELLANEOUS.** Unless otherwise indicated, any reference to days in these Terms mean calendar days. The headings for each section of these Terms are for information only and are not part of the Terms.

**20. OFFSET.** Buyer acknowledges that at any time Seller may assign its right to payment for Goods sold hereunder to a third party. As such, Buyer shall not offset any amounts due to Buyer, or claimed by Buyer, against amounts due in respect of any invoice submitted by Seller hereunder, except to the extent that Buyer's basis for the offset relates directly to the specific goods and services covered by the related invoice. Accordingly, Buyer expressly waives any other rights to offset that it might otherwise have been able to assert.

**21. BUSINESS CONDUCT.** Seller expects its associates to carry out Seller's business with honesty and in compliance with laws and high ethical standards. This expectation extends to

Seller's interaction and dealings with suppliers and customers. If Buyer experiences problems with, or has concerns surrounding, its dealings with Seller, Buyer is encouraged to contact Seller's General Counsel at [legal@generalcable.com](mailto:legal@generalcable.com) or contact Seller's confidential Ethics Helpline at [www.thegchelpine.com](http://www.thegchelpine.com).