

**GENERAL CABLE TERMS AND CONDITIONS OF SALE**  
**(United States)**

**1. TERMS OF SALE.** General Cable Industries, Inc. ("Seller") will sell the goods offered by it ("Goods") to the party to which Goods are offered ("Buyer") on the terms and conditions stated herein ("Terms"). Acceptance by Buyer, and each offer by Seller, is expressly limited to the Terms. Any purported confirmation or acceptance by Seller is expressly made conditional upon assent to the additional or different terms contained herein. Buyer shall be deemed to have agreed to all of the Terms (and only such Terms), notwithstanding any different or additional terms contained in any purchase order, acknowledgement, offer, document or other communication of any kind submitted by Buyer. If not otherwise accepted, all of the Terms (and only such Terms) shall be deemed accepted if Buyer shall dispatch a purported confirmation or acceptance to Seller which substantially agrees with the Terms as to the quantity, description and price of the Goods. Such purported confirmation or acceptance shall be deemed an acceptance of the Terms and not a counteroffer, regardless of whether it contains terms or conditions which are additional to, different from, or conflicting with, the Terms. In any event Buyer shall be deemed to have accepted all of the Terms (and only such Terms) upon Buyer's acceptance or use of the Goods. Seller hereby expressly objects to any terms submitted by Buyer which are additional to, different from, or conflict with, the Terms. Neither the failure of Seller to separately object to a purchase order or other communication from Buyer, nor the development, manufacture, production or shipment of the Goods shall be deemed an agreement by Seller to any terms or conditions which are additional to, different from, or conflicting with, the Terms. The Terms, together with such other documents specifically made a part of Seller's offer, shall constitute the complete and exclusive statement 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 be modified only by a written instrument executed by authorized representatives of both parties.

**2. RISK OF LOSS - ACCEPTANCE OF PRODUCT.** Risk of loss and, unless otherwise specified, title to the Goods shall remain with Seller until the Goods are delivered in conformity with the delivery point specified in Seller's quotation, at which time title and risk of loss shall pass to Buyer. If no delivery point is specified in Seller's quotation, the delivery shall be F.O.B. Seller's place of business (with the exception of interstate and export shipments originating from Seller's facilities in Connecticut or Tennessee, where delivery will be F.O.B. destination). On all interstate and export F.O.B. origin shipments, Seller will ensure that the Goods are transported by common carrier to the ultimate destination (without this constituting an obligation by the Seller to arrange or cover freight). 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 product 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 or the maximum amount allowable by applicable law.

**6. CREDIT.** Seller may 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, 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. 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 grants Seller as security for all debts, liabilities and obligations owing by Buyer to Seller, 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 Seller to file all UCC financing statements and other documents Seller may deem necessary to perfect the security interest granted herein.

**8. FORCE MAJEURE; CANCELLATION.** Seller may cancel the Agreement or any part thereof, or suspend performance of its obligations under this Agreement, all without liability on its part, if Seller'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 that event, Seller may allocate available Goods among its customers, including Seller's affiliates, as it deems equitable.

**9. WAIVERS AND REMEDIES.** 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.

**10. 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.

**11. 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 harmless from and against any claim, lien, loss, cost, damage, expense or judgment (including attorneys fees) 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.

**12. 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.

**13. TAXES.** Purchase prices do not include sales, use, excise or similar taxes, which, shall be paid by Buyer.

**14. APPLICABLE LAW AND JURISDICTION.** This Agreement and all obligations, rights and remedies of the parties with respect to this Agreement and the Goods, and all issues, controversies or other matters arising between the parties with respect to the Goods and the transactions contemplated by this Agreement shall be governed by and interpreted exclusively in accordance with the laws of the Commonwealth of Kentucky (without applying its conflict of law rules). Seller and Buyer each submit to the exclusive personal jurisdiction and venue of the United States federal and state courts situated in Kenton or Campbell County, Kentucky, 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. Seller and Buyer each hereby irrevocably waives any and all right to trial by jury in any legal proceeding in connection with this Agreement.

**15. 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.

**16. 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.

**17. EXPORTS.** Buyer acknowledges the Goods and any technical data and information supplied by Seller are subject to U.S. export control laws and regulations. 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 re-export the Goods (and related technical data or information), directly or indirectly, to (a) any countries subject to U.S. export restrictions or (b) any end user who has been prohibited from participating in U.S. export transactions by any agency of the U.S. government.

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

**19. 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.

**20. 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 Hotline at either 1-877-256-8862 (toll free number for the U.S.A., Canada, Puerto Rico, and the U.S. Virgin Islands) or by calling the pertinent country access number listed at [http://www.generalcablecsr.com/downloads/coe/COEGuidelines\\_ENG.pdf](http://www.generalcablecsr.com/downloads/coe/COEGuidelines_ENG.pdf) (for all other worldwide locations).