

GENERAL CONDITIONS OF SALE

1. Preamble

The term "Products" designates any product which is manufactured or delivered by Nexans Switzerland Ltd (hereinafter the "Vendor") for any person or entity which places an order to buy the Products (hereinafter the "Purchaser"). Unless otherwise specified in the order confirmation or invoice, or unless other arrangements have been agreed upon in writing, these general conditions of sale shall apply. Any conditions stipulated by the purchaser which are in derogation of these general conditions of sale shall be valid only if expressly acknowledged by the vendor in writing.

2. Product information

All information and data contained in product brochures and price lists are binding only to the extent they are expressly included in the sales contract.

3. Delivery – Quantities delivered

If no other delivery conditions have been agreed, the products shall be delivered FCA, from the factory, in accordance with Incoterms 2020 of the International Chamber of Commerce (ICC). For cables that have been ordered in non-standard lengths, the length delivered may deviate from the length ordered by 5%. The length invoiced shall be the length that is actually delivered. For cables that have been ordered in standard lengths, the length delivered may deviate from the length ordered by 1%. In this case, the invoice shall be based on the length stated in the order confirmation. In every case, the measurement stated on the cable is for visualization purposes only. The tolerances in the deviations in length do not apply in the case of documentary credit, unless this has been mentioned in the letter of credit (LC). Nexans Cortaillod does either load nor store containers.

4. Price

Unless otherwise agreed, all prices shall be deemed to be net, excluding VAT, FCA from the factory, excluding reels. The minimum order value is CHF 500.- for cables and CHF 200.- for other materials and services. Any order value lower than this amount will be considered, without further ado, as accepted by the Vendor at the minimum amounts mentioned above. Nexans Switzerland Ltd generally invoices the entire volume of the call-off order as soon as production is completed. Free storage at our production site in Cortaillod is limited to 3 months after provision of the product. Thereafter, a monthly storage fee of 2% of the original net order amount will be invoiced, with a minimum of CHF 2'000.- per month begun.

5. Terms of payment

The purchaser shall make payment at the domicile of the vendor, in accordance with the agreed payment terms. Unless agreed to the contrary, payment shall be made within 30 days following receipt of the invoice. If the payment date agreed is not met, the Vendor is entitled to levy default interest of 5% p.a., due from the date when payment was due.

6. Reservation of title

The products shall remain the property of the vendor until paid for in full. Non-disposable reels that are used for the delivery of the goods shall remain the property of the vendor. The purchaser must return these to the vendor, at the latter's expense and as quickly as possible, but no later than six months following delivery of the products. After this deadline, the vendor is entitled to invoice the purchaser for the replacement value of the reels that have not been returned or a monthly rental fee of CHF 200.- for each month started and for each reel that has not been announced available for repatriation. In regard of compartmentalized reels, after a period of 4 weeks following the delivery date, Vendor will charge a monthly rental fee of CHF 1'000.- for each month started and for each compartmentalized reel that has not been announced available for repatriation.

7. Delivery time

Delivery dates stated in the quotes are only estimates. Delivery of the order is due on the confirmed date. If the Seller is unable to deliver or make the goods available on the confirmed dates, the Seller shall notify the Buyer of the delay as soon as possible. The delivery time starts from the conclusion of the contract and when all the official, administrative, technical and commercial formalities have been concluded and all the payments and any possible securities required by the order as well as the final cable lengths have been provided.

8. Damages and interest in the event of late delivery or the cancellation of the contract

In the event of late delivery or the cancellation of the contract, caused exclusively by the purchaser, the vendor shall be entitled to full compensation of the damage resulting from this pursuant to Art. 97 of the Swiss Code of Obligations (SCO), including all losses occurred on metals, other materials and any associated expenses. In addition, the purchaser shall pay the vendor a penalty of 10% of the total value of the order. In the event of different delivery for which the vendor is not responsible, the latter may invoice his materials and services from the date of the contractual delivery, since said date marks the start of the vendor's contractual warranty.

9. Warranty – Liability for defects

Vendor warrants the Products manufactured by it to be free from defects in material and workmanship at date of delivery and for a period of twenty-four (24) months thereafter, under proper and normal use and service. The buyer must immediately notify the seller of all defects known to him. Any remedy performed by Vendor pursuant to this present article Warranties shall in no event extend the warranty period. The warranties and remedies set forth herein are further conditioned upon the proper receipt, handling, storage and installation of Vendor's furnished Products, upon the Products not being operated beyond their rating and, in all respects, having been operated and maintained in a normal and proper manner and not having been subjected to accident, alteration, abuse or misuse. If, during the applicable warranty period, the Products manufactured by Vendor are found to have been defective when delivered, and provided that Purchaser gives Vendor immediate written notice upon discovery of such defect, Vendor's sole obligation shall be to have the Product, or the spare part which has been determined to be defective with respect to its performance, repaired at Vendor's facility or replaced at no charge, excluding the cost of removal and reinstallation of the defective Product. In no event shall Vendor be liable for the expenses of removal and reinstallation of the defective Products or defective parts of the Products, as well as the costs for opening or closing excavation pits, diggings or interruptions of operation. Vendor shall have the option of removing and reclaiming the Products at its own expense and of repaying to Purchaser all sums received on account of the purchase price, in which event all liability of Vendor shall terminate. The Vendor may also retrieve possession of the Product, transport costs paid, and reimburse the Buyer for the amounts collected. In such event, Seller

shall have no further obligation to Buyer. No allowance will be made for repair or alterations made without the written consent of Vendor, in which event all Vendor's warranties shall be void and of no effect. All Vendor's warranties of the products are expressly set forth in this point 9, and are in lieu of any warranty of merchantability or of fitness for a particular purpose and other warranties of any kind, whether express or implied, in fact or by law, save for the implied warranties of Vendor's title, its right to transfer the products and the freedom thereof from encumbrance. Unless otherwise provided, Vendor only warrants the Products for the use it has been designed for, and not for the use the Purchaser intends to, even if Vendor has been informed by Purchaser of its purpose.

10. Limitation of liability & Exclusion of indirect damage

Notwithstanding anything to the contrary contained in the Order, Vendor's aggregate liability arising out of or in connection with an Order, which may be formed whether based on breach of contract, statutory warranty, indemnity, the law of tort or negligence, or otherwise, shall in no event exceed, in addition to the repair or provision of a replacement Product, twenty percent (20%) of the value of the concerned Order with respect to which any related claim may be made. This limitation of liability does not apply to corporeal damages. Vendor shall not be liable for any special, indirect, incidental or consequential damages of any kind in contract or in tort including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation as well as financing costs or increase in operating costs. Beyond these limits/exclusion, Purchaser waives any right of recourse against Vendor and its insurer and will obtain the same waiver from its own insurer; Purchaser will indemnify and will keep Vendor and Vendor's insurer free from any recourse if Purchaser does not succeed in getting these waivers.

11. Force Majeure

Vendor shall not be considered in default in the performance of its obligations hereunder, or be liable in damages or otherwise for any failure or delay in performance which is due to an event beyond Vendor' reasonable control including, without limitation, strike, lockout, concerted act of workmen or other industrial disturbance (at the Vendor or the Purchaser or a third party provider on which the supply of Products depends), fire, explosion, flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy, or utilities, accident, Act of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with acts of government and government regulations (whether or not valid) including those as detailed in the article "Compliance" pandemics or epidemic disease, including any successive waves thereof. In the event of (i) a delay and/or (ii) any additional costs incurred by the Vendor in the execution of the Order, arising from any of the above causes, the time of performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay and/or the Parties shall discuss in good faith the reasonable cost compensation. Any modification in REACH and RoHS of the legal status of a substance included in an Article furnished by Vendor (any new substance, subject to restriction, authorization, notification) and its consequences on the supply chain (shortage, delay, end of the production of the Article) is considered as a Force Majeure. As a result Vendor's liability will not be engaged.

12. Order Cancellation

Should Purchaser be lead to cancel the Order or cancel any Order which may be formed subsequent to the issuance of Vendor's quotation prior to their normal date of completion, notice of such cancellation shall be made in writing within sixty (60) days prior to the delivery date of cancellation stating the reasons therefore. Vendor shall be entitled to the payment of reasonable and proper cancellation charges which shall include a portion of the price reflecting the amount of work completed to date plus any additional expense incurred by reason of cancellation of Vendor's agreements with its suppliers and subcontractors, including but not limited to, the financing costs related to raw materials in inventory.

13. Compliance

Purchaser represents and warrants at the date of hereof and throughout the course of the Order that it and any of its directors, officers or employees will comply with, and will ensure and take all such measures necessary so that, its agents and/or any subcontractors who may be involved at any time, will comply with any applicable laws including without limitation (i) anti-corruption laws, which prohibit improper, illegal and corrupt payment, such as without limitation the OECD Convention on Combating Bribery of Foreign Officials in International Business, French Anti-corruption laws, the US FCPA and UK Bribery Act; (ii) national and international (re-)export control laws and regulations, or trade restrictions issued by the European Union, the United States of America, the United Nations or by any other relevant countries having jurisdiction in connection with the execution of the Order, the re-sale of Product, or of services or documents related thereto and obtain the export license, as and when required, when reselling the Product to third party(ies); and (iii) privacy and data protection laws as may be applicable from time to time to the shared personal data. The Purchaser undertakes that it will take all appropriate and reasonable security arrangements (including in particular to assess the level of security appropriate to the processing) to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal, unlawful use or similar risks of any personal data which it receives and collects from the Vendor. Purchaser shall indemnify and hold Vendor harmless from and against any and all claims, demands, losses, judgements, fines, penalties, damages, liabilities, costs and expenses of any nature, arising from any breach or violation thereof. Vendor reserves the right to terminate the Order in the event of a breach of any of these provisions by Purchaser, without incurring any liability to Purchaser for such termination.

14. Jurisdiction and applicable law

The place of jurisdiction for both contracting parties shall be the registered office of the Vendor, CH-2016 Cortaillod (Switzerland). Swiss law shall apply.