

## Terms and Conditions of Sale

### 1. General information:

These Terms and Conditions of Sale set forth the general terms and conditions that will apply to all products sold or licensed by HELUKABEL® Canada Inc. (HELUKABEL® Canada) to Customer. The International Chamber of Commerce Incoterms®2010 will apply to Products provided under these General Terms. In the event of a conflict between Incoterms® 2010 and these General Terms, these Terms and Conditions will prevail.

The terms and conditions of sale contained herein supersede all prior purchase orders, agreements, discussions, negotiations, proposals, or communications between the parties and constitute the entire final contract between the parties which may not be varied except by express written modification signed by HELUKABEL® Canada's duly authorized representative. HELUKABEL® Canada's acceptance of Customer's order is expressly conditioned upon Customer's agreement to and acceptance of the terms and conditions of sale contained herein together with any special terms set forth on the face hereof by HELUKABEL® Canada. HELUKABEL® Canada shall not be bound by any terms and conditions contained in Customer's forms which in any way alter the terms and conditions imposed in HELUKABEL® Canada's forms. The receipt of these terms and conditions of sale by Customer is notice to Customer of objection by HELUKABEL® Canada to all other terms, warranties or conditions contained in Customer's forms. Neither the failure by HELUKABEL® Canada to object to the purchase order or any other communication from Customer, nor any research on, or development, manufacture, shipment or otherwise of, goods and/or services by HELUKABEL® Canada shall be deemed a waiver of the provisions hereof or an approval of any terms, warranties or conditions which are additional to, different from, or conflicting with the terms, warranties and conditions contained in these terms and conditions of sale. HELUKABEL® Canada's terms and conditions of sale included herein or stated on any of HELUKABEL® Canada's forms or packages shall govern and control, regardless of whether Customer's purchase order or any other forms precede or succeed this document and regardless of whether the Customer's forms indicate that the terms and conditions therein contained are controlling and cannot be varied. HELUKABEL® Canada specifically rejects and Customer disclaims any printed provisions in Customer's printed purchase orders including associated forms and/or documents.

### 2. Price:

Any prices quoted or charged to Customer contemplate reasonable and normal production and delivery schedules, and standardized and uniform shipment lengths, and shall be valid for only thirty (30) days from the date of quotation or the acknowledgment of order, whichever is earlier, and are subject to termination by notice within that period. In the event of a blanket order, or if Customer requests expedited, staggered or delayed production or delivery dates, or non-standard or non-uniform shipment lengths HELUKABEL® Canada retains the right to increase the price to compensate for additional production, transportation or other costs, which amount Customer agrees to pay upon receipt of an invoice therefor.

Unless otherwise agreed in writing, prices in quotations will only apply to orders for which HELUKABEL® Canada has issued an Order

Confirmation and do not include packaging, loading, freight or insurance. Prices are Ex Works HELUKABEL® Canada Inc. in Mississauga, Ontario, quoted in U.S. Dollars and supersede all previous prices and quotations.

HELUKABEL® Canada's pricing does not include any foreign, federal, state or local sales, use or other similar taxes, however designated or levied against the sale, licensing, delivery or use of the Products. Customer will pay, or reimburse HELUKABEL® Canada for, all such taxes imposed on Customer or HELUKABEL® Canada; provided, however, that Customer will not be liable for any taxes based on HELUKABEL® Canada's net income. When HELUKABEL® Canada has the legal obligation to collect such taxes, the appropriate amount will be added to Customer's invoice and paid by Customer unless Customer provides HELUKABEL® Canada with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer will promptly notify HELUKABEL® Canada of any amendment or revocation of such certificate and will indemnify and hold HELUKABEL® Canada harmless from and against any taxes or other monies resulting from the failure to hold a certificate recognized as valid by the appropriate tax jurisdiction.

### 3. Delivery, Risk of Loss, Shipping, Title and Packaging:

All Products to be provided pursuant to these General Terms will be packed for shipment on HELUKABEL® Canada's standard shipping pallets. Shipping packaging is charged or made available on loan.

Unless specified otherwise in an Order Confirmation, all deliveries will be made Ex Works (as defined in Incoterms® 2010) at HELUKABEL® Canada's facility in Mississauga, Ontario. The risk of loss or damage to the Products will pass from HELUKABEL® Canada to Customer when the Products are made available at HELUKABEL® Canada's facility in Mississauga, Ontario for pickup by a carrier or Customer. Unless specified otherwise in an Order Confirmation, Customer will continue to bear the risk of loss or damage to the Products during loading and shipping.

If Customer requests special arrangements regarding the manner of shipment and the shipping route, HELUKABEL® Canada may, in its sole discretion, take such requests into consideration, subject to Customer paying for any and all additional costs arising as a result of such requests.

Title to the Products will pass from HELUKABEL® Canada to Customer when the Products are provided to a carrier or picked up by Customer.

### 4. Cutting costs:

HELUKABEL® Canada charges a cutting fee of \$25 per cut for requested cut lengths outside of shelf and stock lengths.

### 5. Variation on shipped quantities:

Delivery is made as stated in HELUKABEL® Canada's order confirmation. Partial deliveries are explicitly recognized as permitted. HELUKABEL® Canada reserves the right to ship and bill Customer ten percent (10%) more or less than the exact quantity ordered. In case of customer-related special productions this can be up to +15% of the ordered quantity. Special lines shall be

delivered in production lengths based on the production technology.

**6. Returns:**

Customer may not return goods unless written authorization is received from HELUKABEL® Canada. Goods manufactured by order are not subject to return under any circumstances. In the event HELUKABEL® Canada authorizes a return, Customer shall be liable for payment of a restocking charge equal to thirty (30%) percent of the value of the returned goods. Any returns accepted will be credited against future purchase orders only, transportation costs to be at Customer's expense, and HELUKABEL® Canada retains the sole discretion to determine the value at which the returned goods will be credited. HELUKABEL® Canada reserves the right to dispose of any unauthorized returns to materials without affording credit.

**7. Fiber optic cables:**

Fiber optic cables are excluded from exchange. In case of faulty delivery, the goods will be replaced. Further claims are explicitly rejected.

**8. Payment:**

Payment condition: according to agreement

The purchase price for each Product does not include packaging, loading, freight, insurance, taxes and other applicable costs and expenses. Full payment of the purchase price for each Product, as well as payment of all Other Expenses, will be made by Customer to HELUKABEL® Canada in U.S. Dollars, within thirty (30) days from the date of HELUKABEL® Canada's invoice. Customer will pay invoiced amounts without deductions, setoffs or discounts, unless otherwise agreed in writing by HELUKABEL® Canada.

HELUKABEL® Canada reserves the right to offset customer payments against their older debts. If costs and interest have already been incurred then HELUKABEL® Canada is entitled to initially offset the payment against the costs, then against the interest, and finally against the main payment. If the customer is in default HELUKABEL® Canada is entitled to charge interest on default in the amount of eight percentage points (8%) above the base lending rate at that point in time. The Customer is only entitled to offsetting, retention or reduction, even if complaints of defects or counterclaims are asserted, if the counter-claims have been declared final and binding or are undisputed. Insofar as payment by bill of exchange is agreed the satisfaction effect shall also only occur after the final valuation.

**12. Delivery Periods, Default in Delivery, Force Majeure, Default in Acceptance:**

Delivery dates or periods set forth in quotations or Order Confirmations are approximate only and HELUKABEL® Canada will not be liable for any delay in delivery of the Products howsoever caused. Time for delivery will not be of the essence.

HELUKABEL® Canada will not be liable to Customer or be deemed to be in breach of the applicable Order Confirmation or these General Terms by reason of any delay in performing, or any failure to perform, any of HELUKABEL® Canada's obligations in relation to the Products, if the delay or the failure was due to Customer or any cause beyond HELUKABEL® Canada's reasonable control. Without limiting the generality of the foregoing, the following will be regarded as causes beyond HELUKABEL® Canada's reasonable control: (a) Acts of God, explosion, flood, tempest, fire, accident

or other natural calamity; (b) war or threat of war, terrorism, sabotage, insurrection, riots, civil disturbance or requisition; (c) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental authority; (d) import or export regulations or embargoes; (e) strikes, lock-outs or other industrial actions or trade disputes; (f) difficulties in obtaining raw materials, labor, fuel, parts or machinery; (g) power failure or breakdown in machinery; (h) delays in transportation; and (i) failures of suppliers. In the event of any of the foregoing circumstances, the delivery dates or periods with respect to any order will be automatically extended for the duration of any associated delay or failure to perform.

**13. Limited Warranty:**

HELUKABEL® Canada warrants, for a period of twelve (12) months from the date of delivery to Customer (the "Warranty Period"), that its Products conform in all material respects to the applicable HELUKABEL® Canada published specifications and its hardware Products are free from defects in material and workmanship. This limited warranty is only for the benefit of the original direct purchaser of the HELUKABEL® Canada Products from HELUKABEL® Canada (or from any authorized HELUKABEL® Canada distributor), and no warranty is made to any subsequent purchaser or other user of the Products.

The limited warranty will not apply to, and HELUKABEL® Canada will have no liability or obligation with respect to, (i) any Product that has been subjected to accident, neglect, abuse, careless or incorrect handling, misapplication or unusual physical environments, (ii) causes not attributable to normal wear and tear, (iii) problems relating to or residing in non-HELUKABEL® Canada hardware, software or other items or services with which the Product(s) are used or problems that are not proven by Customer or cannot be reproduced by HELUKABEL® Canada, (iv) use in an environment, in a manner or for a purpose for which the Product was not designed or not in accordance with HELUKABEL® Canada's published documentation or use not reasonably expected by HELUKABEL® Canada, (v) the failure of any Firmware or Software to be compatible with the data processing environment used by Customer, (vi) installation, modification, alteration, extension or repair by anyone other than HELUKABEL® Canada or its authorized representatives, (vii) any component specified by Customer to be incorporated into a Product or to be obtained for sale to Customer as a Product, where in either instance HELUKABEL® Canada does not manufacture such component (such component, a "Customer Specified Component"), (viii) defects in Firmware or Software that are not present in the latest version of the applicable Firmware or Software provided by HELUKABEL® Canada, or (ix) defects that have only an insignificant impairment of the use of the Product.

**14. Limitation of Liability:**

HELUKABEL Canada's cumulative liability for all losses and damages under these General Terms or under any Order Confirmation including, without limitation, those arising out of contract, tort (including actions based on negligence, strict liability, and willful and/or intentional conduct), warranty, indemnity, or other theory of liability and whether for failure to deliver or otherwise perform its obligations, or related to the design, performance, use, defect or failure of a Product, will not exceed the net purchase price paid

by Customer to HELUKABEL® Canada for the specific Product giving rise to the claim for such liability.

IN NO EVENT WILL HELUKABEL® Canada OR ITS DISTRIBUTORS, RESELLERS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, COLLATERAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION OR LOSS OF DATA, REVENUE, OR PROFITS), EVEN IF HELUKABEL® Canada OR ANY OF ITS DISTRIBUTORS, RESELLERS OR SUPPLIERS HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, AND WILLFUL AND/OR INTENTIONAL CONDUCT), WARRANTY, INDEMNITY, OR OTHER THEORY OF LIABILITY.

In no event will any HELUKABEL® Canada affiliates, distributors, resellers or suppliers, or their respective officers, directors, employees, agents, staff, representatives, or other persons HELUKABEL® Canada uses to perform its obligations under any Order Confirmation or these General Terms, have any liability to Customer or other third parties for damages in connection with any Order Confirmation, these General Terms or any Product, whether arising out of contract, tort (including actions based on negligence, strict liability, and willful and/or intentional conduct), warranty, indemnity, or other theory of liability.

#### **15. Infringement; Indemnity:**

If any HELUKABEL® Canada Product is alleged to infringe, misappropriate or violate any U.S. copyright, patent, or trade secret of a third party, Customer will promptly cease using such Product and inform HELUKABEL® Canada of all particulars. In such circumstances, HELUKABEL® Canada will take one of the following actions (as determined by HELUKABEL® Canada in its sole discretion):

(1) procure the right to continue to use the Product; (2) replace it with a non-infringing Product; (3) modify it to become non-infringing; or (4) accept the Product's return and refund the net purchase price; provided, however, that HELUKABEL® Canada will not have any obligation (including performance of items (1) through (4)) or liability to the extent any infringement or misappropriation or violation is caused by (A) any use of the Product other than in accordance with HELUKABEL® Canada's instructions, these General Terms and the applicable Order Confirmation(s), (B) modifications to the Product not made by HELUKABEL® Canada, (C) Customer's combination of the Products with any items not furnished by HELUKABEL® Canada, (D) the failure of Customer to use corrections or modifications to the design specifications or Product made available by HELUKABEL® Canada, (E) compliance with Customer's instructions, specifications or requirements, (F) third party materials or work product or Customer intellectual property, or (G) a Customer Specified Component.

Customer will indemnify, defend, and hold harmless HELUKABEL® Canada against any and all damages, losses, costs and expenses (including reasonable attorneys' fees and costs of investigation and litigation) incurred by HELUKABEL® Canada as a result of third party claims brought against HELUKABEL® Canada or that HELUKABEL® Canada is obligated to pay as a result of settlement of such third party claims arising out of or relating to the use, sale or resale of the Products by or on behalf of Customer including, without limitation, any alleged infringement or misappropriation

or violation of any copyright, patent, or trade secret arising out of items (A) through (G) above.

#### **16. Place of Performance and Place of Jurisdiction:**

The place of performance and place of jurisdiction for both parties is Mississauga, Ontario.

#### **17. Entire Agreement:**

These General Terms and the associated Order Confirmation, unless expressly modified in writing and executed by an authorized representative of HELUKABEL® Canada, are intended to reflect the final expression of the agreement between the parties.