

## **PRYSMIAN GROUP TERMS AND CONDITIONS**

1. **ACCEPTANCE.** The purchase order or offer to purchase (the “Order”) of Prysmian Cables and Systems USA, LLC (“Buyer”) for the goods specified therein (the “Goods”) must be promptly accepted by the party to which it is sent (“Seller”) in the manner provided herein. Buyer may modify or terminate the Order at any time prior to acceptance. The Order is expressly limited to the terms and conditions stated herein and stated in the Order (the “Terms”). Seller shall be deemed to have agreed to and accepted all of the Terms by (i) Seller accepting or acknowledging the Order; (ii) dispatching an acknowledgement, acceptance, confirmation or other document to Buyer which substantially agrees with the Terms as to quantity, description and price of Goods; or (iii) upon Seller’s shipment of Goods described in the Order. Seller’s agreement and acceptance of the Terms by any of these actions shall be deemed an agreement of the Terms (and only such Terms), notwithstanding any different or additional terms contained in any acceptance, acknowledgement, offer or other document of any kind submitted by Seller. Seller’s acknowledgment, confirmation or acceptance shall constitute 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. Seller hereby expressly objects to any terms submitted by Buyer which are additional to, different from, or conflict with, the Terms and neither the failure of Buyer to separately object to terms included in any acceptance, confirmation or other document issued by Seller nor the receipt by Buyer of any of the Goods shall be deemed an agreement by Buyer to any terms or conditions which are additional to, different from, or conflicting with the Terms. To the extent the Order is itself purported to be an acceptance or confirmation, then any such purported acceptance or confirmation is expressly made conditional upon Seller’s assent to the additional or different terms comprising the Terms. The Terms constitute the entire agreement, and (with the exception of any separately negotiated purchase or supply agreement signed by an authorized representative of Buyer or its affiliates and pursuant to which this transaction is being consummated) supersedes any prior communications or agreements, between Buyer and Seller with respect to the subject matter of the Order.
2. **PRICE AND PAYMENT.** If price is not stated on this Order or on any contract between Buyer and Seller, valid at the time of the Order, the price of the Goods shall be the lower of the last quoted price, the last price paid by Buyer to Seller for the same or similar goods, or the prevailing market price as reasonably determined by Buyer. Seller shall give to the Buyer the benefit of any price reduction made by the seller before the actual date of delivery or, if later, the specified delivery date. All prices are inclusive of, and Buyer will not pay any additional amount for, warranties, taxes, packing, cartage or other charges unless indicated on the Order. If Buyer is required to pay any sales, excise, or other applicable taxes, Seller will reimburse Buyer for the same or Buyer may take an offset on any amounts owed to Seller. Unless otherwise provided in the Order, Seller shall mail a separate invoice for each shipment within 24 hours after shipment, and such invoice shall be dated no earlier than the date of shipment. If Buyer fails to receive any invoice promptly, Buyer may extend the payment date without penalty or loss of discount. Buyer’s payment terms are 60 days unless otherwise specified in Order. Buyer may offset against Seller’s invoices amounts owing by Seller or any of Seller’s affiliates to Buyer or any of Buyer’s affiliates.
3. **TERMINATION.** Buyer may terminate this Order, in whole or in part, at any time prior to shipment of the Goods. Such termination shall be without cost to Buyer except that, in the absence of a breach by Seller, Buyer will reimburse Seller for documented costs reasonably incurred by Seller pursuant to this Order prior to receiving notice of termination. Buyer’s liability on such termination shall not extend to Seller’s anticipated profits, to Seller’s indirect costs such as overhead, to the cost of inventory that is resalable or usable by Seller, or to any inventory purchased or manufactured by Seller in anticipation of future orders by Buyer; provided, however, that if this Order calls for deliveries in installments, Buyer will reimburse Seller for any non-resalable or unusable inventory which Seller purchased or manufactured in order to meet shipments under this Order for the 30 day period following Seller’s receipt of Buyer’s notice of termination. Such reimbursement obligation shall constitute Seller’s sole remedy upon such a termination. As a pre-condition of payment, Seller shall, at Buyer’s option, either ship inventory (the cost of which is being reimbursed by Buyer) FOB destination to a Buyer-designated location, or scrap it and deduct any residual value from the amount owed by Buyer hereunder. If a government agency or a third party with which Buyer has a contract terminates in whole or in part the contract for which the Goods are being supplied, and Buyer as a result terminates this Order in whole or in part, Buyer shall not be required to make any payment to Seller hereunder unless and until the government agency or third party makes a termination payment to

Buyer (and such payment will be a cap on Buyer's termination liability to Seller). This Section is in addition to and does not limit Buyer's rights of termination or cancellation due to Seller's breach or default or other intervening circumstances.

4. **DELAYS.** Without limiting any other right of Buyer, Buyer reserves the right to cancel this Order in whole or in part if delivery is not made, or cannot be made, when and as specified, and to charge Seller for any loss entailed. **TIME IS OF THE ESSENCE.** Seller must immediately notify Buyer of any possible or actual delay in delivery.
5. **INSPECTION AND REJECTION.** Buyer shall not be responsible for Goods furnished without an Order from its Purchasing Department, and in such case Buyer may accept or reject, at Seller's cost, in whole or in part, any shipment of Goods for which an Order was not issued. All Goods received are subject to (a) inspection by Buyer at any time, and (b) rejection by Buyer if all or any part of the Goods are defective or do not conform to Seller's warranties or Buyer's specifications, drawings and samples ("Defective Goods"). Upon reasonable notice, Seller shall permit Buyer and Buyer's designated representative to visit Seller's offices and manufacturing facilities for the purpose of conducting audits, inspections or expediting activities and shall arrange for such visits with Seller's suppliers and subcontractors as Buyer deems necessary. If Buyer receives Defective Goods, Buyer may, at its option and without waiving any other rights it might have for Seller's breach, invoke any or all of the following non-exclusive remedies: (i) have Seller send conforming replacement Goods and retrieve the Defective Goods, all at Seller's expense; (ii) cancel the Order and return the Defective Goods for a full refund, all at Seller's expense; (iii) retain the Defective Goods and take a reduction in the price; or (iv) repair or correct the non-conformity or defect and deduct the cost of such repair from the price. If Buyer has received Defective Goods, Buyer may choose to reject the entire shipment or accept part of such shipment and reject the balance. Payment of any invoice by Buyer shall not by itself constitute acceptance of Goods specified therein.
6. **SHIPPING. PO Number must be shown on all shipping documents and invoices.** Seller shall follow all instructions governing shipping, including any relevant Incoterms, if applicable, specified in the Order. In the absence of specific instructions, Seller shall ship via the most expeditious route in terms of time and expense. If truckload shipment is made, shipping notice must be immediately sent to the Buyer, showing truck number, initials, routing, waybill number and date of shipment. Each package shipped must be marked with this Order number, the package contents, gross, tare and net weight.
7. **PROHIBITED CHANGES.** Seller shall not make any changes to the specifications for the Goods without Buyer's prior written consent, including without limitation changes that affect fit, form and/or function, after Buyer's approval of any evaluation samples (if applicable). Likewise, Seller shall not change its manufacturing processes for the Goods, its manufacturing locations, or its sources of supply for the Goods or any raw materials integrated into the Goods without Buyer's prior written consent. Seller shall not discontinue the manufacture of Goods without providing at least 180 days prior written notice to Buyer. Seller may not change the quantity specified in the Order without Buyer's consent in writing. Early or partial shipments will not be accepted unless agreed upon by Buyer in writing.
8. **WARRANTIES.** Seller warrants that the Goods shall: (i) be of merchantable quality and free from latent and patent defects in design, materials, manufacture and workmanship; (ii) be delivered with good and marketable title, free and clear of all liens, security interests, claims or encumbrances of any kind; (iii) conform fully with specifications, drawings and/or samples approved by Buyer; (iv) be in good condition and operating order; (v) be fit for Buyer's intended purpose; (vi) not infringe any patent, trademark, copyright or other intellectual property right of any third parties; and (vii) have been correctly labeled, produced, shipped and sold in compliance with applicable laws. Seller will take samples, perform inspections, and issue certificates as requested by Buyer to show conformance with the specifications, all at Seller's cost. These warranties shall survive in full force notwithstanding any inspection, testing, acceptance or payment by Buyer.
9. **EQUIPMENT.** If Seller uses Buyer's machinery, tools, dies, casts and/or equipment (collectively, "Buyer's Equipment") in the performance of Seller's obligations under this Order, Buyer's Equipment shall be considered as being under the sole custody and control of Seller and Seller shall be responsible for any destruction, loss or damage to Buyer's Equipment. On

Buyer's request, Seller will promptly and at its sole cost return all of Buyer's Equipment to Buyer in its original state of title and condition, reasonable wear and tear excepted. SELLER WAIVES ANY EXPRESS OR IMPLIED WARRANTY AS TO BUYER'S EQUIPMENT, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Buyer is not a "merchant" of Buyer's Equipment under UCC § 2-104(1).

10. **REMEDIES.** Buyer shall be entitled to recover from Seller its lost profits, cost of cover and all incidental, special or consequential damages resulting from Seller's breach of this Order (including without limitation liquidated damages payable by Buyer to third parties). If Defective Goods have been used by Buyer to create work-in-process or finished goods, and such items must be scrapped, Seller shall also be responsible to Buyer for Buyer's costs to scrap the items, including the cost of all materials scrapped in the process.
11. **INDEMNITY.** Seller will indemnify, defend, and hold Buyer, its affiliates, its customers and all of their respective officers, partners, members, directors, employees, and agents (collectively, the "Indemnitee") harmless from and against any claim, liability, loss, damage, lien, judgment and cost, including reasonable attorneys' fees and litigation expenses, with respect to or directly or indirectly arising out of Seller's delivery of Defective Goods, Seller's breach of its warranties, Seller's use of Buyer's Equipment, or Seller's breach or failure to perform any of its obligations under this Order, including without limitation claims for personal injury, death or property damage, as well as any resulting product liability claims, product recalls or other reasonable action Buyer takes regarding consumer and/or public safety.
12. **PATENT INDEMNITY.** Seller warrants it has the right to sell and provide the goods or services ordered hereunder. Seller shall indemnify and hold the Indemnitee harmless from and against any fine, penalty, loss, injury, claim, cost, expense or liability (individually and collectively "liabilities") relating to the sale or use by the Indemnitee and or its customers of products or services provided by the Seller that lead to allegations of (i) infringement of a patent, copyright, trademark, service mark, trade secret, or other legally protected proprietary right, and/or (ii) contamination or any adverse impact on the environment solely due to the use of such products in Buyer's products. With respect to any claim of infringement, if any Indemnitee's use of products or services provided by Seller is enjoined, Seller shall, at its own expense either (i) procure for such Indemnitee the right to continue using the products or services, or (ii) after consultation with such Indemnitee replace or modify the product or services with substantially similar, functionally equivalent, non-infringing products or services. Should any claim, suit demand or proceeding be threatened or filed against any Indemnitee alleging (i) infringement of a patent, copyright, trademark, service mark, trade secret, or other legally protected proprietary right relating to the sale or use by Indemnitee and/or its customer of products and services provided by the Seller and/or (ii) contamination of or any adverse impact on the environment arising from Indemnitee's use of Seller's products, Indemnities will provide notice to Seller of such claims and Seller shall, at no cost or expense to any Indemnitees, indemnify Indemnitees against such claims and defend any such claim and pay any costs, attorney fees, and any judgment and/or settlement that may be incurred by an indemnitee. Seller shall keep Indemnitee updated on the status of any such defense. In the event Seller does not promptly assume the defense of such claims, Indemnitees may do so at Seller's cost.
13. **LIMITATION OF BUYER'S LIABILITY.** IN NO EVENT WILL BUYER BE LIABLE TO SELLER FOR ANY AMOUNT IN EXCESS OF THE PRICE ALLOCABLE TO THE GOODS. BUYER SHALL NOT BE LIABLE FOR ANY LOST PROFITS, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF BUYER WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY THEREOF.
14. **INSURANCE.** Seller will maintain insurance, including without limitation, products liability, general commercial liability, public liability and workers compensation insurance, providing commercially reasonable coverage to support its obligations under this Order.
15. **COMPLIANCE WITH LAWS.** Seller is solely responsible for the safe performance of all work under this Order and for the safety of its employees, contractors, and invitees. Seller will comply with all laws and regulations applicable to its business and its performance under this Order, including without

limitation those relating to employment practices, the environment, and occupational safety and health. Seller certifies that the Goods comply with the Fair Labor Standards Act, as amended, as well as the regulations and orders of the U.S. Department of Labor.

16. **NON-DISCRIMINATION STATEMENT.** Buyer is a covered government contractor / subcontractor subject to: the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002, 38 U.S.C. § 4212 (VEVRAA), which requires government contractors / subcontractors to take affirmative action to employ and advance in employment: (1) disabled veterans; (2) recently separated veterans; (3) active duty wartime or campaign badge veterans; and (4) Armed Forces Service Medal veterans; Section 503 of the Rehabilitation Act of 1973, as amended at 41 CFR Part 60-741, which prohibits federal contractors and subcontractors from discriminating in employment against individuals with disabilities (IWDs), and requires these employers to take affirmative action to recruit, hire, promote, and retain these individuals; Executive Order 11246, which prohibits federal contractors and subcontractors and federally-assisted construction contractors and subcontractors that generally have contracts that exceed \$10,000 from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin, and requires covered contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment; and Executive Order 13496 which advances the goal of promoting economy and efficiency of Federal government procurement by ensuring that workers employed in the private sector and engaged in activity related to the performance of Federal government contracts are informed of their rights to form, join, or assist a union and bargain collectively with their employer. Buyer does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of vendors, manufacturing, sale and purchase of goods, and provision of services. Buyer is an equal opportunity employer, and will not discriminate, and will take affirmative action measures to ensure against discrimination, in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression. Seller, shall, at all times pertinent to this Order, conduct itself in a manner cognizant of, and in compliance with, the foregoing. **Seller and its permitted subcontractors and/or sub-suppliers, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60- 741.5 (a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.**
17. **APPLICABLE LAW AND JURISDICTION.** This Order, all obligations, rights and remedies of the parties with respect to this Order, and all issues, controversies or other matters arising between the parties with respect to the Goods and the transactions contemplated by this Order shall be governed by and interpreted exclusively in accordance with the laws of the State of Delaware (without applying its conflict of laws principles). For the resolution of any disputes arising hereunder, Seller and Buyer each consent to the exclusive personal jurisdiction of the state and federal courts located in the State of Delaware and, at Buyer's option, of the state and federal courts in any jurisdiction in which any assets of Seller may be located. Seller and Buyer each hereby irrevocably waives all right to trial by jury in any legal proceeding in connection with this Order.
18. **CORRECTIONS; CHANGE ORDERS.** Clerical errors are subject to correction by Buyer, but this Order may otherwise be modified only by a writing signed by Buyer and Seller. Seller may not assign its rights or delegate its duties under this Order without the prior written consent of Buyer. Buyer may assign its rights and delegate its duties under this Order at any time to any affiliate or successor-in-interest via merger, acquisition or other business combination, with notice to Seller.
19. **RECORDS.** Seller will maintain all accounting, sales, shipping, transportation, manufacturing and technical records arising from, or related to, its performance under this Order for six (6) years following final shipment of the Goods.

20. **PUBLICITY; MARKS.** Seller shall not use Buyer's name in any promotional or advertising literature or assert affiliation with Buyer without Buyer's prior consent. The Goods (including packaging and labels) will not reference Seller except as required by law, the specifications or as directed by Buyer in writing. Seller may use Buyer's trademarks, trade names or corporate logos only in accordance with the specifications.
21. **CONFIDENTIALITY.** Seller will keep confidential all information about the way in which Buyer develops, designs, produces or sells its products, or about the way which Buyer conducts its business including, but not limited to, information related to products, product needs and specifications, markets, customers and sales, whether or not the Buyer specifies that information as confidential ("Buyer's Confidential Information"). Seller will use Buyer's Confidential Information only as necessary to perform its obligations under this Order and will be responsible for its employees, agents and contractors abiding by these obligations. On Buyer's request, Seller will return to Buyer all materials, in whatever form, that include or constitute Buyer's Confidential Information. All inventions, discoveries, and improvements that are conceived by Seller while using or responding to the Buyer's Confidential Information (herein a "Product Development") shall belong to Buyer. Seller shall promptly notify Buyer of any Product Development and cooperate as necessary to assign to Buyer all right, title and interest therein.
22. **BUSINESS CONDUCT.** All Buyer's suppliers, vendors and agents are required to comply, and Seller agrees and certifies compliance with, (1) the Prysmian Group Code of Business Conduct ([Code of Business Conduct](#)); and (2) the Prysmian Group Code of Ethics ([Code of Ethics](#)).