

Terms and Conditions of Sales (Export)

The term "**Products**" designates any product which is manufactured by and/or any service to be performed by NEXANS (the "**Seller**") for any person or entity which places an order to buy the Product (the "**Buyer**"). The Terms and Conditions of Sales herein contained shall govern any contract or purchase order for the sale of Seller's Products, of which they constitute an integral part to the exclusion of Buyer's General Purchase Conditions. Unless accepted in writing by Seller, any terms or conditions in Buyer's offer to buy as transmitted to Seller in the form of a purchase order or otherwise shall not be binding on Seller and will have no effect. Neither the failure of Seller to respond to any terms or conditions contained in Buyer's purchase order, nor the commencement by Seller of any work relating to supply of the Products shall be construed as Seller's assent to any terms and conditions which are additional to or different from, or which modify, the terms and conditions set forth in these General Terms and Conditions.

1. QUOTATION AND PURCHASE ORDERS: Quotations are valid for five (5) days and are subject to change at any time prior to acceptance by Buyer. Purchase orders are valid only when expressly accepted by Seller.

2. PRICES: Prices include the cost of standard Domestic Packing. If Export Packing is required, an additional charge will be borne by Buyer. The price for the Products does not include any sales, privilege, or use tax or taxes of any kind including any customs duties, which may arise in connection with the transactions which are the subject matter hereof, and Buyer agrees to pay or reimburse Seller for any such taxes or duties. Notwithstanding any other conditions to the contrary, in the event that adverse changes in market conditions occur during the term of the Contract which were not foreseeable at the time the purchase order was accepted by Seller, which changes would result in hardship to Seller if the terms of the purchase order, including price, were maintained, Buyer agrees to meet on Seller's request to revise the said terms in a manner that it is equitable to both parties and which takes into account the changes in market conditions.

3. PAYMENT TERMS: Unless credit terms are explicitly authorized by Seller in writing, payments must be made by wire transfer, bank cheque or bank accepted draft acceptable by Seller, with 30% down payment and full payment upon delivery. If payments are made later than the due date, interest will accrue at a rate of 0.05% per day, applied from the due date until full payment is made. Quantities may vary by +/- 2% between the ordered and delivered quantities and Buyer shall not be entitled to make any claim therefore. The final price and invoices will correspond to the actual quantities/length delivered. Buyer is strictly prohibited from making any set-off or withholding against any payment due to Seller.

4. DELIVERY TERMS: Seller will make all reasonable efforts to conform to the delivery schedule but in no event will Seller be liable for delays resulting from events of force majeure. If delivery term is not provided or is not clear in the Contract or purchase order, delivery will be made **FOB Qingdao Port** (Incoterms 2020 Edition). Risk of loss of Products shall pass to Buyer upon delivery. If Seller should agree to cause the Products to be shipped to Buyer's designated point of destination, then Buyer shall be responsible for all transportation costs and damage or loss of Products in transit.

Claims for shortages must be made within thirty (30) days from date of shipment of Products from Seller's plants. No Product shall be returned to Seller without its prior written consent and in any case the costs and risks relating thereto shall be borne by Buyer.

The penalties/liquidated damages for delay in delivery shall in any case not exceed five percent (5%) of the total price of the delayed Products and shall be deemed to be Buyer's sole remedy for delay. In case of delayed shipping is attributable to Buyer, Buyer shall pay Seller resulting storage costs and as liquidated damages, an

amount equal to five percent (5%) of the price of the Products in compensation of the hedging and financing costs of the metal content of the Products incurred in connection with the postponement of the shipping date.

5. FORCE MAJEURE: Seller 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 strike, lockout, concerted act of workmen or other industrial disturbance, fire, explosion, flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage 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, embargo or any other cause which is beyond the reasonable control of Seller. In the event of a delay 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.

6. INTELLECTUAL PROPERTY: No title, license or interest in any of Seller's intellectual property (including proprietary data) is transferred hereunder. In the event of any claim against Buyer due to that Product sold hereunder constitutes an infringement of any existing patent in China, Buyer shall promptly notify Seller in writing of the claim and allow Seller's sole control of the defence and any settlement. Seller shall, at its option (i) acquire at its cost a right for Buyer to such Product, or (ii) modify or replace the infringing part thereof provided that such modification or replacement shall not impair the operation of such Product, or (iii) if (i) or (ii) cannot be realized for technical or economic reasons, rebuy it (at a price which is the sale price less depreciation based on 15 years straight-lined depreciation).

7. WARRANTY: Seller warrants the Products manufactured by it to be free from defects in material and workmanship at date of delivery and for a period of one (1) year thereafter, under proper and normal use and service.

Any remedy performed by Seller pursuant to this warranty shall in no event extend the warranty period. This warranty is further conditioned upon the proper receipt, handling, storage and installation of Seller'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 subject to accident, alteration, abuse or misuse.

If, during the applicable warranty period, the Products manufactured by Seller are found to have been defective when delivered, at Seller's option, they will be repaired at Buyer's factory, project site or Seller's factory, or replaced without charge on the same delivery term as the initial Products, provided that Buyer gives Seller immediate written notice upon discovery of such defect. In no event shall Seller be liable for the expenses of removal and reinstallation of the defective Products or defective parts of the Products. Seller's sole and exclusive liability and the exclusive remedy of Buyer shall be the repair or replacement of the defective Products or defective parts thereof. No allowance will be made for repair or alterations made without the written consent of Seller, in which event all Seller's warranties shall be void and of no effect. Buyer agrees to assume responsibilities and pay for such defects which are attributable to it and for damages which may occur to the Products after delivery to it.

ALL SELLER'S WARRANTIES OF THE PRODUCTS ARE EXPRESSLY SET FORTH IN THIS ARTICLE 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 SELLER'S TITLE, ITS RIGHT TO TRANSFER THE PRODUCTS AND THE FREEDOM THEREOF FROM ENCUMBRANCE.

8. LIABILITY : Seller's aggregate liability arising out of or in connection with any contract or purchase order, which may be formed whether based on breach of contract, statutory warranty, the law of tort or negligence, or otherwise, shall in no event exceed, 100% of the purchase price of the Products with

respect to which any related claim may be made. Seller 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, profit, income, business, anticipated savings, reputation as well as financing costs or increase in operating costs).

9. ASSIGNMENT-SUBCONTRACT: Seller shall be entitled to freely assign or subcontract any contract or purchase order or any part thereof, to any subsidiary or affiliate of Seller. Buyer shall not be entitled to assign any of its right or obligation hereunder without Seller's prior written consent.

10. TERMINATION: Buyer may not terminate any contract or purchase order prior to their normal date of completion without Seller's consent in writing. Nevertheless, if Buyer terminates any contract or purchase order without Seller's consent, Seller shall be entitled to the payment of (1) any and all costs and losses incurred by Seller in connection with the termination, including but not limited to costs of raw materials, labor, storage and other costs and losses incurred due to such termination, as well as the metal hedging loss (if any), roll-over cost and other financial costs; and (2) as liquidated damage, an amount equal to twenty percent (20%) of the total price of the contract or purchase order being terminated. Seller reserves the right to cancel forthwith any contract or purchase order in the event of Buyer's failure to make payment, or if Buyer becomes insolvent, or commits an act of bankruptcy or has filed against it a petition in bankruptcy.

11. RETENTION OF TITLE: Title to the Product shall be transferred to Buyer only after Buyer has fully paid the total contract price. If Buyer fails to pay the full price on time, Seller is entitled to recover possession of the Product. If after delivery, but prior to full effective payment, the Product is attached, or Buyer is subject to a bankruptcy proceeding, whether voluntary or not, Seller may then, at its option, recover possession of the Product. The exercise of this option under this condition subsequent shall not affect Seller's other remedies.

12. COMPLIANCE: Buyer represents and warrants at the date of hereof and throughout the course of the contract or purchase 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 contract or purchase 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 Buyer 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 SELLER. BUYER shall indemnify and hold SELLER 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. SELLER reserves the right to terminate the contract or purchase order in the event of a breach of any of these provisions by BUYER, without incurring any liability to BUYER for such termination.

12. GOVERNING LAW: Any contract or purchase order between Seller and Buyer shall be governed by and construed according to the laws of the People's Republic of China. Any dispute arising from or in connection with such contract or purchase order shall be submitted to Shanghai International Arbitration Center (SHIAC) for arbitration.
