

Belden Wire & Cable B.V.

GENERAL CONDITIONS OF SALE

**Preamble**

The acceptance of our quotation implies the acceptance of the following terms and conditions. Other terms and conditions (whether contained in the purchaser's purchase order or otherwise) are hereby expressly rejected by us. They shall not be binding on us unless they are expressly agreed upon in writing by us.

**1. Validity**

Unless previously withdrawn, our quotation is open for acceptance within the period stated therein, or when no period is stated within ninety days only from the date thereof. Any order or orders arising from this quotation shall be subject to our confirmation in writing or by telex.

**2. Trade terms**

Unless otherwise agreed, the International Chamber of Commerce latest edition of Incoterms 2000, and more specifically the delivery term CIP or CIF, shall apply to the trade terms in our quotation.

**3. Delivery**

Full forwarding instructions must be sent with the order. Unless otherwise agreed the times given for dispatch are estimated and not binding; they have to be reckoned from the date of our written confirmation of the order or, where a letter of credit has been asked for, from the date of the bank's advice that it has been opened in conformity with our requirements. We reserve the right to dispatch the goods in consignments as and when they are ready for dispatch. In the event of the occurrence of force majeure we shall be entitled to suspend delivery of the goods for the duration of the prevention or delay caused by such force majeure, without being held responsible for any damage resulting therefrom to the purchaser.

In the event of the period of prevention or delay caused by force majeure having lasted for a period exceeding 12 consecutive months, then and in that case both parties shall be entitled to cancel the order to the extent not yet executed without being liable to any indemnity whatsoever.

The expression force majeure shall mean and include all circumstances - whether or not foreseeable at the time of our order confirmation - in consequence of which we cannot reasonably be required to execute the contract. Such circumstances include but are not restricted to: acts of God, war, insurrection, harbor congestions, fires, defaults of our suppliers, strikes, lock out, interruptions of work, interruptions of transportation, blockades, boycotts, devaluation and other governmental regulations, the non-availability of raw materials and/or permits.

**4. Dimensions, weights and technical data**

The dimensions, weights and technical data given in our letters and printed matters are approximate only and therefore not binding upon us. The goods comply with international standards and the purchaser has to take into account a normal margin of 5% with respect to length, number and/or weight.

**5. Packing**

The containers, reels, crates or packing cases containing the goods supplied by us shall be charged to the purchaser. We will credit the purchaser with the amount of the packing materials which we charged to him only so far as he has returned these materials to us in good condition within 1 year after the date of their delivery. In case packing materials are not charged to the customer they remain our property.

**6. Prices**

The prices quoted by us are valid for our standard types and standard qualities. The prices quoted are based on the costs of labour and material prevailing on the date of quotation. If before the date of actual delivery variations occur in the aforementioned costs, we shall be entitled to revise the prices quoted to provide for such variations. In the event of a change or an introduction by any governmental regulation of any taxes, levies or import duties, increasing the cost price, we shall be entitled to pass on such price increase to the purchaser.

**7. Payment/security**

Payment shall be made within 30 days after date of invoice with a first class bank in the country where the currency quoted is issued as legal tender; such payment will constitute a valid discharge only in so far as an account payable on demand is credited by said bank in our favor, irrevocably and free of charge, in the currency, freely convertible and transferable, as quoted. Title of the goods is transferred to the customer only after full payment of the price, additional costs and taxes. We reserve the right to take back the goods supplied whenever the customer fails to effect payment within the agreed upon time.

**8. Letters of Credit and Bills of Exchange**

Any letters of credit established in our favor shall be issued by a first class bank which has adopted the Uniform Customs and Practice for Documentary Credits issued by the International Chamber of Commerce. Where payment is not available out of a letter of credit, we shall be entitled to draw bills of exchange on purchaser for amounts owing to us, but bills of exchange so drawn shall not be construed as a substituted contract.

**9. Compensation**

We shall be entitled to offset amounts due to us by the customer with amounts due by us (and/or other companies whose accounts are consolidated together with ours as parts of the same group of companies) to the customer (and/or other companies whose accounts are consolidated together with the customer's as parts of the same group of companies).

Where, in the event of offset, amounts are quoted in different currencies we shall decide in which of the currencies the offset shall be effected.

Conversion shall be effected at the rate of exchange valid at the date of payment of the relevant invoice(s).

**10. Guarantee**

We guarantee that the goods supplied by us have been manufactured out of materials of good quality and with good workmanship. However, in the event of defects appearing in the goods supplied by us under proper use within 12 months from the date of their actual delivery, we shall supply free of charge replacements for such goods. Any other liability is excluded. In consequence hereof we shall not be liable for any consequential damage of any nature whatsoever.

**11. Claim Procedure**

All claims must be notified in writing as soon as reasonably practicable and in any event within 14 calendar days of receipt. Returned goods must mention an RMA (Return Material Approval) number given beforehand by Belden Wire & Cable B.V.

**12. Export Regulations**

1. Our goods comply with the Dutch and European provisions for the manufacture and usability of electrical cables.

2. We give no guarantee that the goods can be exported abroad or used there. Before exporting our goods, the buyer is himself to comply with any export or import restrictions as laid down in the Dutch External Trading Act or the external trading rights of the USA.

**13. Disputes**

In case of dispute regarding the interpretation or execution of the present conditions in the absence of amicable arrangement, the Court of law in Roermond in the Netherlands shall be competent. The contracts concluded with the purchaser shall be subject to Netherlands law. The uniform law on the international sale of goods (1971 Stb. 780) and the uniform law on the formation of contracts (1971 Stb. 781) shall not apply.