

Belden Wire & Cable B.V.
GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability

The following terms and conditions ("**General Terms**") shall govern any and all legal relationships (including but not limited to agreements) that relate to the sale or delivery by Belden Wire & Cable B.V. ("**Belden**") of its products (including services) to any third party (each such third party a "**Customer**").

2. Quotations, prices, specifications and intellectual property

- 2.1 Prices and other conditions specified in quotations issued by Belden shall not be binding and Belden may, in its absolute discretion, at all times withdraw a quotation or refuse an order for any reason whatsoever.
- 2.2 Unless expressly agreed otherwise in writing, any and all prices specified in quotations or agreements shall be exclusive of taxes, duties or levies (including but not limited to VAT and import duties) and only apply for the standard types, qualities and quantities of the relevant products (including services). All prices quoted by Belden include four digits after the decimal point. Belden shall at all times have the right:
- (a) to increase any prices specified in the event of any changes in the factors affecting Belden's price calculations (including but not limited to costs of material and labour and whether as a result of new government regulations or otherwise) before the date of actual delivery;
 - (b) to round up any prices on the basis of the then current quotations to the extent such prices are expressed in less than four digits after the decimal point on any purchase order submitted to Belden.
- 2.3 Belden will observe due care in informing the Customer of numbers, dimensions, weight, typical performance, technical data and other details relevant to its products (together the "**Specifications**"), but does not in any way guarantee that no departures will occur. By placing an order, the Customer unconditionally and irrevocably accepts:
- (a) variations up to 5% (five percent) with respect to any and all Specifications; and in addition
 - (b) a measuring tolerance on any and all Specifications up to 0.5% (one half percent) plus or minus.
- 2.4 Any and all trade names, trade marks, service marks, logos, know-how, designs, drawings, sketches, pictures and other information or images (whether registered or not) used in any material provided by Belden are and shall remain the intellectual property of Belden or its respective group or third party licensors. No part of such information or images may be copied, reproduced or disclosed to third parties without Belden's prior written consent. By placing an order, the Customer unconditionally and irrevocably undertakes to return all material containing any such information or images on demand.

3. Payment and retention of title

- 3.1 All invoices shall be payable within 30 (thirty) calendar days of the date of the invoice. Any payment from the Customer shall only constitute a valid discharge in so far as an account payable on demand in the currency (freely convertible and transferable) as quoted by Belden is irrevocably credited without any discounts in the bank account designated by Belden.
- 3.2 The Customer may use letters of credit to arrange for payment, provided that they are issued in favour of Belden by a first class bank which has adopted the then current version of the Uniform Customs and Practice for Documentary Credits as published by the International Chamber of Commerce. Where payment out of a letter of credit is not available, Belden shall be entitled to draw bills of exchange on the Customer for any sum due to Belden. Such bills of exchange shall never be construed as a substituted contract.
- 3.3 All goods delivered to the Customer shall remain the property of Belden until the Customer has fulfilled any and all of its payment obligations under any agreement for the sale or delivery by Belden of its products (including services) to the Customer, including but not limited to any obligations to pay interest, costs and damages relating thereto. By placing an order, the Customer unconditionally and irrevocably undertakes to properly store, maintain and insure the goods during such period.

4. Setoff

- 4.1 Belden is entitled to set off any amount that is to be reimbursed (if any) to the Customer or any of its group companies, either by Belden or any of its group companies, against its claims for payment of invoices issued or to be issued to the Customer or any of its group companies.
- 4.2 To the extent any amounts as referred to in clause 4.1 are quoted in different currencies, Belden may in its sole discretion designate the currency (or currencies) in which setoff is effected. Currency conversion shall be effected at the exchange rate valid on the day of payment of the relevant invoice(s).

- 4.3 The Customer shall under no circumstances be permitted to suspend its payment obligations or to set off any outstanding amount against any sum payable by Belden (or any of its group companies).

5. Packing

- 5.1 Any containers, reels, crates or packing cases containing the goods supplied by Belden (the "**Packing Material**") will be charged to the Customer, unless Belden in its sole discretion designates otherwise.
- 5.2 The Customer is solely responsible for ensuring that any and all environmental regulations with respect to the disposal of all Packing Material are fully complied with.

6. Delivery

- 6.1 Belden shall not be under any liability to the Customer for not delivering goods for so long as the Customer has not provided full forwarding instructions to Belden.
- 6.2 Unless expressly agreed otherwise in writing, any and all dispatch times specified by Belden are non-binding estimates. Belden may in its sole discretion dispatch goods in consignments as and when they are ready for dispatch.
- 6.3 Unless expressly agreed otherwise in writing, any and all transportation and delivery terms stipulated by Belden (including in particular, but without limitation, CIP and CPT) shall be construed in accordance with the latest edition of the Incoterms 2010 rules as published by the International Chamber of Commerce.

7. Force majeure

- 7.1 Belden shall not be under any liability to the Customer in any way whatsoever for not duly or timely performing any of its obligations if such non-performance results from:
- (a) any war, civil commotion, terrorist attack, strike, lockout, industrial dispute, fire, explosion, natural disaster (including, without limitation, flood, drought or hurricane), harbour congestion, default of Belden's suppliers, interruption of transportation, blockade, boycott, devaluation, government regulations, non-availability of raw materials and/or permit which impacts on the business operations of Belden or any of its group companies; or
 - (b) any other event beyond the control of Belden that is not for the account or risk of Belden under section 6:75 of the Dutch Civil Code.
- 7.2 If any event as referred to in sub-paragraph (a) or (b) of clause 7.1 continues for 12 (twelve) consecutive calendar months, each of the Customer and Belden shall be authorised to rescind the relevant agreement by giving notice in writing to the other party. Upon such rescission, no party shall in any way be liable for any losses or damages incurred by the other party as a result of the relevant agreement not being carried out in full.

8. Limited guarantee

- 8.1 Belden solely guarantees that the goods supplied by it:
- (a) have been manufactured using materials of good quality and with good workmanship;
 - (b) meet Dutch and European minimum requirements for the manufacturing and usability of electrical cables,
- and all other guarantees, warranties and conditions as to quality or fitness for purpose (whether express or implied, statutory or otherwise) are excluded. In particular, Belden does not guarantee that any of the goods it supplies can be exported or used abroad and the Customer is solely responsible for ensuring that any and all customs and other regulations and procedures for importing and exporting goods are fully complied with.
- 8.2 In the event of any defects in the goods supplied by Belden, the Customer shall only be entitled to replacement goods free of charge or (at Belden's discretion) a refund and only if:
- (a) the relevant defects have demonstrably arisen as a consequence of faulty materials or workmanship (and not as a consequence of improper storage, handling or use or other external causes); and
 - (b) replacement is requested in writing within a period of 12 (twelve) calendar months from the date of actual delivery of the relevant goods.
- 8.3 As soon as defects in the goods supplied by Belden are detected, the Customer must forthwith stop processing and/or reselling the relevant goods.

9. Limitation of liability and claim procedure

- 9.1 Belden shall never be liable on any account whatsoever:

- (a) for any indirect damages, including but not limited to consequential losses, non-economic damages, trading losses or environmental damages suffered or to be suffered by the Customer or third parties; nor
- (b) for any damages in excess of the higher of:
 - such sum or sums as may be paid out in the relevant matter under Belden's business liability insurance; and
 - the total amount invoiced by Belden in relation to the products (including services) that gave rise to Belden's liability,

except to the extent the relevant damages result from wilful misconduct or gross negligence of Belden or its executive officials.

- 9.2 Any and all of the Customer's claims must be notified in writing to Belden as soon as reasonably practicable and in any event within 14 (fourteen) calendar days of receipt of the products.
- 9.3 By placing an order, the Customer unconditionally and irrevocably acknowledges and agrees that:
 - (a) once accepted by Belden, orders may not be revoked or cancelled by the Customer without Belden's prior written consent; and
 - (b) goods may not be returned by the Customer without Belden's prior written consent.

Belden shall also not be under any obligation to accept any returned goods sent without proper reference to the Return Material Approval or RMA number (as provided beforehand by Belden) on all shipping documents and packing material. Where Belden accepts any returned goods, no liability (whether for the repair, modification or replacement of the relevant goods, for the payment of a refund or otherwise) shall arise for Belden by virtue only of such acceptance. Unless replaced by Belden in accordance with clause 8.2, any and all returned goods shall at all times remain at the risk of the Customer.

- 9.4 Any and all of the Customer's rights of action, claims and other powers of whatever nature against Belden shall in any event lapse upon expiry of 12 (twelve) calendar months from the date on which the Customer became aware or could reasonably have become aware of the existence of such rights, claims and powers.

10. Applicable law and jurisdiction

- 10.1 These General Terms and all legal relationships to which these General Terms apply shall be governed by and construed in accordance with the law of the Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 10.2 The court in Roermond shall have exclusive jurisdiction over any and all disputes which may arise out of or in connection with these General Terms or any legal relationship to which these General Terms apply. The provisions of the preceding sentence shall not (and shall not be construed so as to) limit the right of Belden to take proceedings against the Customer in whatever jurisdictions shall to it seem fit, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings by Belden in any other jurisdiction.