

General Purchase Conditions of Nexans Deutschland GmbH („Nexans“)

§ 1 Scope of Application

1. The Purchase Conditions of Nexans shall have exclusive applicability; any terms and conditions used by the supplier which are inconsistent with or deviate from these Purchase Conditions will not be accepted by Nexans unless Nexans expressly consents to their applicability in writing.
The Purchase Conditions of Nexans shall apply also if, having knowledge of terms and conditions used by the supplier which are inconsistent with or deviate from these Purchase Conditions, Nexans accepts the supplier's delivery without reservation.
2. All agreements made by Nexans and the supplier for the purpose of implementing this Agreement, must be set out in writing in this Agreement.
3. The Purchase Conditions of Nexans shall be applicable only in relation to entrepreneurs as defined in sec. 310 para. 1 BGB (German Civil Code).
4. These Purchase Conditions shall apply also to all future business with the supplier.

§ 2 Bases of Contract

1. The bases of contract are, in that order, the written order and, if any, the performance specifications attached thereto, these Purchase Conditions, general provisions governing the order, and generally recognized technical rules and regulations (e.g. DIN).
2. The interpretation of the trade terms shall be governed by the Incoterms 2000.

§ 3 Offer and Offering Documents

1. Nexans shall be bound by its order for 2 weeks.
2. Nexans retains title and all copyrights to illustrations, drawings and other documents; they must not be made accessible to any third party without the express written consent of Nexans. They may be used exclusively for production on the basis of the order placed by Nexans; after the completion of the order they must be returned to Nexans without a specific request for this. They must be kept secret from third parties.

§ 4 Prices and Terms of Payment

1. The price stated in the order shall be binding.
2. The statutory value added tax is not contained in the price. It must be shown separately.
3. Invoices can be processed by Nexans only if – in accordance with the specifications in the order – they indicate the order number shown there; the supplier shall be liable for all consequences arising from non-compliance.
4. Nexans has set-off and retention rights to the extent granted by law.
5. Payment by Nexans shall not constitute acknowledgement of the invoice.

§ 5 Delivery Period

1. The delivery period stated in the order shall be binding.
2. The supplier is obligated to promptly inform Nexans in writing if circumstances arise or become apparent to the supplier which show that delivery cannot be made within the delivery period.
3. In the event of default in delivery, Nexans shall have the rights granted by law.

§ 6 Documents

The supplier is obligated to precisely indicate the order number of Nexans on all shipping documents and delivery notes; if the supplier fails to do so, Nexans shall not be liable for any delay in processing the matter.

§ 7 Inspections of Goods, Liability for Defects

1. Nexans is obliged to check the goods within a reasonable period of time for any quality or quantity deviations.
A complaint is made in time if it is received by the supplier within 5 workdays, counting from the time of receipt of the goods or, in the case of a hidden defect, from the date of discovery.
2. Nexans has the full statutory warranty claims; in any case Nexans has the right to demand that the supplier remedy the defect or, at the option of Nexans, deliver a new product. The right to demand damages instead of performance is expressly reserved.
3. If it is not possible, because of special urgency, to inform the supplier of the defect or the imminent damage and to set a deadline for remedying the defects, Nexans shall have the right to remedy the defects itself at the supplier's expense. This shall apply in particular in case of imminent danger if especially high damage is to be expected.
4. The limitation period is 3 years, counting from the passing of the risk. If the law provides for any longer period to apply, that period shall apply.

§ 8 Proprietary Rights

1. If claims are made against Nexans by a third party in connection with the delivery because of the violation of its rights, the supplier shall be obliged to release Nexans from such claims at Nexans' first written request; Nexans does not have the right to make any agreement with the third party – without the supplier's consent – and in particular not to agree on any settlement.
2. The supplier's indemnity obligation relates to all expenses necessarily incurred by Nexans on the basis of or in connection with the claims made by a third party.
3. The limitation period for legal imperfections in title is 36 months from the passing of the risk.

> (cont.)

General Purchase Conditions of Nexans Deutschland GmbH („Nexans“) (cont.)

§ 9 Data Protection

Nexans has the right to process – in the sense of the German Federal Data Protection Act – the data relating to suppliers which it receives in respect of the business relationship or in connection with it, whether they are obtained from the supplier or from a third party.

§ 10 Jurisdiction and Place of Performance

1. If the supplier is a merchant, the sole place of jurisdiction for all disputes which arise directly or indirectly from the contractual relationship shall be domicile of Nexans. However, Nexans shall also have the right to sue at the supplier's domicile.
 2. The contractual relations shall be governed by German substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
 3. The place of performance for deliveries and services shall be the place of use, for payments the domicile of Nexans.
-

Important Advice:

1. For German suppliers:

The mode of dispatch for the German suppliers is located on the back of the purchase order under the General Purchase Conditions.

2. For all other suppliers:

Please refer to the below mentioned mode of dispatch requirements.

Mode of Dispatch and Invoice Addresses

Mode of dispatch for
“ex Works” delivery:

up to 50 kg	as a package by DHL
over 50 kg	Report to our Central Transport Logistics Department Tel.: +492166272278 Fax: +492166272865
over 2500kg	Report to Nexans Zentrale Transportlogistik Tel. +492166272278, Fax +492166272865

Delivery notes must be attached in duplicate to the goods (attach externally to parcels and packages)

Invoices to Nexans Deutschland GmbH

must be sent in duplicate to

Abt. Rechnungsprüfung
Postfach 2 60
D-30002 Hannover

Invoices to Nexans SuperConductors GmbH

must be sent in duplicate to

Nexans SuperConductors GmbH
Chemiepark Knapsack
D-50351 Hürth

All documents must indicate the Nexans order number; otherwise Nexans can refuse to accept delivery. The weights determined in the works of Nexans shall be the relevant weights for the calculation. Part delivery by a supplier is allowed only with the express consent of Nexans.

If Nexans bears the transportation costs, transport insurance will be obtained by Nexans itself. No insurance premiums may be charged to Nexans as Nexans is a self-insurers and therefore to be regarded as a prohibited customer.