

**GENERAL TERMS AND CONDITIONS OF SALE
PRYSMIAN CABLURI SI SISTEME S.A. ROMANIA**

1. General

- 1.1. These General Terms and Conditions of Sale (also “**GT&C**”) provide for the mutual rights and obligations of the Parties in connection with all supplies of the Prysmian Group portfolio products and other goods (hereinafter both referred to as the “**Goods**”) by PRYSMIAN CABLURI SI SISTEME S.A. (hereinafter the “**Seller**”) to another party (hereinafter the “**Buyer**”) and form an integral part of each contract providing for the sale or supply of the Goods by the Seller to the Buyer, unless the Parties expressly agree otherwise in writing.
- 1.2. These GT&C shall apply irrespective of any referrals of the Buyer to his own general terms and conditions or similar conditions, which shall have no legal force, even if Seller has not explicitly objected to such general terms and conditions or similar conditions of the Buyer. This shall in particular also apply, if Seller made the reference to such conditions with knowledge of contradictory or different conditions of the Buyer.

2. Order & Delivery of Goods

- 2.1. The sale contract may be concluded by a written agreement signed both by the Seller and the Buyer, or by means of an order placed by the Buyer and its subsequent written acceptance by the Seller (hereinafter named the “Sale Contract”). An order for purchase of Goods (hereinafter the “Order”) may be placed in writing, by fax or e-mail. The Sale Contract is concluded in the moment of signing of the written agreement by the Seller and the Buyer or, as the case may be, the moment of written confirmation of the Buyer’s Order by the Seller or the moment when the Seller starts production based on the Order. To avoid any doubt, it is agreed that the Seller is not obliged to accept the Order and thus to conclude the Sale Contract.
- 2.2. The Seller reserves the right to refuse a Buyer’s acceptance of a quotation unless such quotation is stated to be open for a specific period and is not withdrawn by the Seller within such period. When no period is stated, the quotation is only valid for 15 days after its date. A new quotation will be required for any changes requested by the Buyer to any goods already quoted for.
- 2.3. By conclusion of the Sale Contract, the Seller agrees to deliver the Goods to the Buyer on the agreed date and in the agreed quantity and quality and the Buyer agrees to take over the Goods and pay the purchase price for the Goods to the Seller, properly and in due time. The Goods shall be delivered to a place of delivery defined in the Sale Contract .
- 2.4. The Order must include the following basic details:
 - a) business name of the Buyer;
 - b) number of registration in the Trade Register, tax identification number, registered office of the Buyer;
 - c) the name and phone number of the contact person;
 - d) the number of the Seller’s quotation if a quotation has been presented to the Buyer;
 - e) the sort of goods according to the Seller’s quotation if a quotation has been presented to the Buyer, the required number/amount;
 - f) place of delivery, manner of delivery, delivery terms according to Incoterms 2010
 - g) the required time of delivery (which, however, is not binding on the Seller unless agreed otherwise);
 - h) special requirements for the delivery of the Goods – e.g. delivery by a car equipped with a crane, delivery to a construction site etc. (these requirements are not binding on the Seller unless agreed otherwise).

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- i) the value of the Order
- Failure to include any of the abovementioned items will not render the contract void or these GTC inapplicable or ineffective, however, the Seller will be entitled to complete such lack of information based on the information known from the previous communication with the Buyer or otherwise known to the Seller and as per the assumptions mentioned herein (e.g. assuming EXW delivery conditions mentioned in 2.9) and Seller will not be liable for the delay or extra costs due to reasonable misunderstandings.
- 2.5. The Seller reserves the right to supply the Goods with a deviation of 10% from the agreed amounts/numbers of individual Goods; the Buyer is obliged to pay the purchase price corresponding to the actually supplied amounts/numbers of the Goods, unless agreed otherwise.
 - 2.6. The Seller is entitled to deliver the ordered Goods in multiple shipments.
 - 2.7. If the Seller does not deliver the agreed Goods properly and in due time and this breach of the Seller's obligation is not caused by circumstances excluding liability under section 1.351 – 1.354 of the Romanian Civil Code, the Buyer, after a grace period of 10 business days, is entitled to claim that the Seller pay a contractual penalty in the amount of 0.05% of the purchase price of the Goods that were not delivered properly and in due time for each day of delay under the following conditions:
 - a) the total amount of the contractual penalty may not exceed 10% of the purchase price of the Goods that were not delivered properly and in due time (this cap will be applicable in any case, even if another liquidated damage is explicitly accepted by the Seller without a cap or with another cap);
 - b) the Buyer is not entitled to terminate the contract or claim compensation for any damage caused by breach of obligations of the Seller that is subject to a contractual penalty, even if such damage exceeds the contractual penalty mentioned above at letter (a);
 - c) the payment of the contractual penalty shall constitute the sole liability of the Seller and the Buyer's sole remedy for the delay of delivery, with the exclusion of whichever other rights or remedies the Buyer may have pursuant to the applicable laws;
 - 2.8. The Buyer is not entitled to cancel, in whole or in part, as well as to make changes to the Orders that have already been confirmed without the prior and written consent from authorized employees of the Seller. If, after the Seller's written acceptance of the Order, the Buyer cancels or changes his Order, without the Seller's consent, the Seller will be entitled to claim compensation for all and any costs that incurred in connection with the cancelled or modified Order, including overhead costs plus reasonable and necessary expenses resulting from termination. In addition, in such a case, the Seller shall also be entitled to claim that the Buyer pay a lump-sum fee in the amount of 10% of the total agreed price of the supply.
 - 2.9. If the Seller does not accept the Buyer's requirements listed in article 2.4 (f), (g) or (h) made in the Order, he shall notify the Buyer of this and provide an alternative proposal. Unless the Buyer rejects the Seller's alternative proposal without undue delay, it is deemed that the Buyer agrees with the Seller's proposal.
 - 2.10. Unless the Parties expressly agree on delivery terms in an individual case, the EXW warehouse of Prysmian Cabluri si Sisteme SA, Olt, Slatina, Draganesti Street, nr. 28, Incoterms® 2010 (hereinafter "EXW") delivery terms will apply to the delivery of the Goods.
 - 2.11. In case of delayed delivery attributable to the Buyer, the Seller shall be entitled to invoice the payment due at delivery date agreed on the written acceptance of the Order, and the warranty period shall commence as if delivery had taken place on the initially agreed upon delivery date. In addition, the Buyer shall pay the Seller resulting storage and hedging and financing costs of the metal content of the Products incurred in connection with the postponement of the delivery date.
 - 2.12. Except as may be otherwise specified in any Sale contract or Order, the Buyer shall provide and maintain a Goods in Transit Insurance, with coverage for the full value of the Shipment(s). Insurance expenses shall be borne by Buyer.
 - 2.13. The risk of loss or damage to the goods will pass to the Buyer as of the date of the delivery as per the relevant Incoterms 2010.
 - 2.14. The Seller may cancel any Order or any portion thereof, or suspend delivery of any or all Goods thereunder, without liability on its part, of (a) sale of the Goods by the Seller violates any law, statute, ordinance, regulation or administrative order of the country of origin or the country of destination; (b) there occurs any material adverse change in the creditworthiness of Buyer; (c) tariff, duties or other charges, or import or export restrictions that are not ordinarily imposed on or applicable to such Goods or that were not in existence or were at a less restrictive rate or level at

the time the Order was executed, are imposed by an applicable jurisdiction; or the Seller's ability to perform is prevented, impaired, delayed, or made commercially impractical by any cause of force majeure.

3. Prices & Payment Terms

- 3.1. Unless expressly agreed otherwise, the price is quoted ex works, is in EUR and does not include VAT, and other applicable taxes, duties, fees, tariffs, import charge and authorizations. The Buyer will pay any such amount arising from the sale of Goods. When Seller is required by law or regulation to collect such amount, the Seller will add such amount to the sale price of the Goods.
- 3.2. The prices for Goods delivered hereunder are accepted as stated on written acceptance of the Seller's Order and are not subject to trade or other discounts. Unless otherwise indicated, the Seller's prices are subject to price adjustments based upon fluctuations in raw materials prices.
- 3.3. The Buyer is obliged to pay the price of the Goods, and value added tax in the statutory amount (hereinafter the "**Price of the Supply**") to the Seller by means of a wire transfer to the bank account given in the invoice. The payment is deemed effected as of the day of crediting the appropriate amount to the Seller's account. Bills of exchange and cheques shall not be deemed payment until after they have been honoured and will be accepted without any obligation to make timely presentation and timely protest.
- 3.4. Unless expressly agreed otherwise, the Price of the Supply is payable before shipment, and under no circumstances is the Seller obliged to ship the Goods before it receives payment of the Price of the Supply. Any invoiced price discrepancies must be notified by the Buyer to the Seller within 5 working days of the date of receiving the invoice.
- 3.5. The Buyer's delay with the payment of the Price of the Supply or any part thereof is deemed a material breach of his obligations under the Sale Contract. In that case, the Seller is entitled to withdraw partially or entirely from the Contract Seller is also entitled to withdraw from the Contract should Buyer becomes insolvent, stops payments to its Creditors or an insolvency petition has been filed against it. By virtue of withdrawal from the Contract, the Seller will be entitled to the following options, of which Seller can decide to enjoy one option for one part of the order and the other option for another part, at his discretion:
 - a) Claiming of the return of the delivered Goods and packagings and to compensation for any damage incurred due to withdrawal, including overhead costs. In such a case, the Seller shall also be entitled to claim that the Buyer pay a lump-sum fee in the amount of 10% of the total agreed price of the supply;
 - b) Claiming of the invoiced amount for the already shipped goods together with the default interest mentioned under 3.6 (a) accrued as of the date of the withdrawal.
- 3.6. If the Buyer is in delay with any pecuniary performance towards the Seller, arising from any Contract, the Seller shall also be entitled to –without withdrawing–
 - a) demand the payment of default interest in the amount of 0.05% of the outstanding amount for each day of delay;
 - b) withhold and/or to postpone until the payment any supplies of Goods to the Buyer, including those already confirmed by the Seller, without incurring in any liability whatsoever whether under the Contract and/or at law and/or under any other legal theory, and the Buyer irrevocably and unconditionally waives any right it may have in relation to the above.

At any time during the delay Seller can decide to withdraw.
- 3.7. If it becomes obvious after conclusion of the Sale Contract that the Buyer will not pay the Price of the Supply or any part thereof properly and in due time, the Seller shall be entitled to demand that the Price of the Supply be fully paid before the supply of the Goods; in that case, the Seller shall be entitled to withhold the supply until the demanded amount is paid; this shall also apply to supplies already confirmed by the Seller. In such a case, for the goods already delivered, but not yet paid because the price is not due yet, Seller shall be entitled to withdraw from the contract and claim for the return of the goods.
- 3.8. Payments made by the Buyer shall first be used to settle the accessions of the Buyer's due payables and only then to settle the principal amount, regardless of the Buyer's designation or marking of the payments. If the Buyer has multiple due payables, the payments shall first be used to settle the accessions of all due payables and after the payment of all accessions, the due payables with the earliest maturity will be settled first.
- 3.9. The Buyer is not entitled to unilaterally postpone the maturity of any pecuniary performances to which an obligation has arisen to the Buyer under a Sale Contract.

- 3.10. Without prior written consent of the Seller, the Buyer is not entitled to withhold, assign or set off any receivables from the Seller against the Seller's receivables following from a Sale Contract.
- 3.11. The Buyer is not entitled to exercise retention right in respect of the Goods, packagings or any other items owned by the Seller or items owned by a third party that are to be handed over to the Seller.
- 3.12. To avoid doubt, the provisions of articles 3.9. to 3.11. also apply if a legitimate claim against the Seller has arisen by the Buyer due to defects of the supplied Goods.

4. **Packaging**

- 4.1. On each packaging, the length of the given Goods must be indicated in order to determine the amount/number of the delivered Goods. The actual length of the Goods may differ from the length given on the packaging by a maximum of 1%.
- 4.2. For the reusable packaging, the Buyer and the Seller are obliged to apply the Deposit Return Systems, under the following conditions
 - a) The return of the reusable packaging shall be made within a maximum period of 6 months from delivery of the Goods. Upon expiry of this period, the Seller shall be entitled to refuse the return of the reusable packaging at its own discretion.
 - b) The Buyer is obliged to notify in written the Seller about the return shipment of the reusable packaging by means of an e-mail sent to danut.andronesco@prysmiangroup.com minimum 1 week before the planned transport of the return of reusable packaging.
 - c) Unless expressly agreed otherwise, the Buyer is responsible for the loading and freight cost for the return transport of the reusable packaging to the Seller's warehouse, which shall be carry out at his own expense. All cost incurred by a return transport not complying with the instructions or wrong reporting of free reusable packaging shall be borne by the Buyer
 - d) The place and time for the assessment of the state of the packaging is their takeover by the Seller's personnel in the Seller's warehouse.
 - e) Within 5 business days of the takeover of the reusable packaging, the Seller shall notify the Buyer about the state of the returned reusable packaging and the price of repurchase. The Buyer shall issue the invoice in the first 15th working days of the month following to receiving the notification regarding the state of the returned reusable packaging and the repurchase price.
 - f) The risk of damage to the packagings passes to the Seller upon takeover of the packagings by the Seller's personnel in the Seller's warehouse.
 - g) Repurchase prices of the returned reusable packaging will be determined as percentage from the reusable packaging cost specified in delivery invoice of the Goods. Detailed criteria for the assessment of damage of the returned reusable packaging and determining of the repurchase price are published on the Seller's web site at www.ro.prysmiangroup.com
 - h) The maturity period of invoices for repurchased reusable packaging is identical with the maturity period of invoices for Goods supplied by the Seller to the Buyer.
- 4.3. Safety materials used for transport of the Goods (e.g. prisms) remain the property of the Seller and the Buyer is obliged to return them to the Seller.

5. **Liability for Defects; Liability for Damage**

- 5.1. Unless expressly stated otherwise, the Seller provides warranty for the period of 24 months from the date of the delivery of the Goods (hereinafter the "**Warranty Period**"). Subject to the conditions set out in these GT&C and providing that the Buyer has paid the price of the Goods delivered, the Seller warrants that until the end of the Warranty Period, the supplied Goods shall maintain their properties expressly agreed in the Order, or, if not the case, the common properties according to the Technical Specifications. Warranty period for repaired or replaced Goods shall not extend or renew the initial Warranty Period.
- 5.2. The Seller's liability for defects of the Goods or related damage shall not apply to defects and damage caused by common wear and tear, failure to follow the Seller's instructions, by external causes or third parties without the Seller's fault, in particular by tampering with Goods, unprofessional or improper storage, handling, installation, operation, maintenance, misuse or use for purposes other than those for which the Goods were designed, or other causes beyond the reasonable control of the Seller.
- 5.3. THE SELLER DOES NOT WARRANT THAT THE GOODS WILL BE OF TOP QUALITY OR FIT

FOR THE PARTICULAR PURPOSE, FOR THE MERCHANTABILITY OF THE GOODS, OR THAT THEY WILL HAVE PROPERTIES NOT EXPRESSLY AGREED. SUBJECT AS EXPRESSLY PROVIDED IN THIS GT&C, ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

- 5.4. The Seller is not liable for defects that the Buyer claims after the expiry of the warranty period even if these demonstrably occurred during the warranty period.
- 5.5. The Buyer is obliged to inform the Seller of any hidden defects of the Goods in writing or by means of an e-mail (hereinafter also a "**Complaint**") without unnecessary delay, but not later than within 2 days of the discovery of the defect in question.
- 5.6. The Buyer is obliged to inspect the Goods as soon as possible after delivery, for their conformity with the Contract, especially whether there are discrepancies in type, quantity or weight/length, as well as of noticeable defects, and make a Complaint related to noticeable defects discovered during the inspection, or any discrepancies in respect with the type, quantity or weight/length, within 2 days of the delivery of the Goods to the agreed place of delivery; if the Buyer fails to make a Complaint in respect of defects that can be discovered during the inspection with the use of professional care (especially defects in the type and declared number/amount) within this deadline, the Buyer's claims following from these defects expire.
- 5.7. In case of Complaint related to defects of Goods, the relevant Goods must be stored separately from other Goods until the Complaint is resolved. Without prior written consent of the Seller, the Buyer may not handle the Goods in a way that would hinder or prevent the assessment of the claimed defect. The Buyer also may not process or use Goods that are subject of a Complaint or recognized as defective. Otherwise, the Seller shall not be liable for damages.
- 5.8. In case of Complaints regarding the number/amount of supplied Goods, the Buyer is obliged to submit the carrier's consignment note.
- 5.9. In case of Complaints related to defects of Goods, the Buyer is obliged to submit photographic documentation of the Goods subject to the Complaint and the carrier's business record (consignment note).
- 5.10. If the Seller acknowledges the Buyer's Complaint, the Buyer is entitled, depending on Seller's decision on its sole discretion, to have the defective Goods repaired or replaced, provided that the conditions from article 5.1 - 5.9. are met. The defective Goods will be repaired or replaced in a period of 30 Business days or within the same delivery term mentioned in the Contract, whichever is longer. The Seller is obliged to compensate the Buyer neither for the costs of removal of defective Goods from the place of installation nor for the costs of installation of the replacement Goods. Return of the Goods replaced will be done with the express consent of the Seller.
- 5.11. Apart from claims and the exclusive remedies under articles 5.1 to 5.10, the Buyer has no other claims relating in any way to compensation for damage caused by defective Goods;
- 5.12. The overall Seller's aggregate liability for all claims and damage of any kind, whether based on the Contract, statutory warranty, the law of tort or negligence, incurred by the Buyer as a result of breach of the obligations of the Seller, shall not exceed the amount equalling 25% of the purchase price of the Goods under the Sale Contract stipulating the Seller's obligations breached. The Seller shall compensate the Buyer only for actual damage. IN ALL THE CASES, THE SELLER SHALL BE LIABLE FOR THE DAMAGES SUFFERED BY THE BUYER ARISING OUT OF OR RELATING TO ANY OF ITS ACTIONS OR OMISSIONS TO ACT, ONLY IF SUCH DAMAGES ARE CAUSED BY THE SELLER'S WILFUL MISCONDUCT OR GROSS NEGLIGENCE.
- 5.13. THE SELLER SHALL HAVE NO LIABILITY TO THE BUYER, BUYER'S CUSTOMERS OR BUYER'S CONTRACTORS FOR LOST PROFIT OR REVENUES, LOSS OF USE OF THE GOODS, INTERRUPTION OF BUSINESS, COST OF CAPITAL, INCREASING OPERATING COST, OR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR UNFORESEEABLE DAMAGES, WHETHER ARISING FROM CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT THE SELLER HAS BEEN AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE SELLER IS NOT LIABLE FOR ANY DAMAGE CAUSED BY THE BUYER AS AN INDIRECT RESULT OF BREACH OF THE AGREED OBLIGATIONS OF THE SELLER.
- 5.14. The Seller shall not be liable for advice or assistance that is not required for the work scope under the Contract. 5.15 The Seller is exempted to fulfil his obligations due to events amounting to force majeure irrespective of whether they occur on Seller side or on pre-suppliers. In such cases, the delivery time shall be extended by the duration of the force majeure plus a reasonable start-up

period. The following events shall also be deemed to be force majeure: traffic obstructions, operational breakdowns, delays in delivery of raw materials, strike, or other circumstances that the Seller could neither foresee nor avert even while employing the same diligence as in our own affairs. If delivery is impossible for such reason, the Seller is exempted from the delivery duty with the obligation to inform the Buyer in this respect and to return the payments already rendered. If the period of force majeure exceeds a period of 30 days, any part of the Sale Contract may withdraw from the contract with a notification send to the other part. In case of force majeure any claims are excluded.

- 5.15. The warranties and remedies set forth above constitute the sole warranties of the Seller and the Buyer's sole remedies in the event of a breach of such warranties by the Seller.

6. Miscellaneous

- 6.1. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these GT&C, the Buyer acquires the ownership title to the Goods upon payment of the full purchase price. The Buyer agrees to ensure the effectiveness of the reservation of the title under the previous sentence in respect of third parties at his own expense (e.g. he shall not attempt to transfer the ownership title to the Goods). The Buyer may neither pledge nor transfer by way of security the Goods subject to reservation of title.
- 6.2. At any time, the Seller is entitled to assign or to subcontract any of his rights and obligations under the Sale Contracts (including any Sale Contract as a whole or Framework Agreement as a whole (if any)), to an affiliate belonging to the Prysmian Group or to supply the Goods through an affiliate belonging to the Prysmian Group acting as a subcontractor or to a 3rd party limited to transportation of the goods. For the purposes of this paragraph, an affiliate belonging to the Prysmian Group means any entity which is directly or indirectly controlled by the Seller, which is directly or indirectly controlling the Seller or which is directly or indirectly controlled by the same entity as the Seller. Seller is entitled to assign his receivables arising out of the Sale Contracts to 3rd parties.
- 6.3. Neither the Sale Contract nor any Buyer's rights or obligations thereunder shall be assigned or transferred without the prior written consent of the Seller.
- 6.4. All non-public technical or commercial information or documents that the Buyer acquires in connection with the execution or performance of a Sale Contract are deemed business secrets of the Seller; the Buyer is obliged to maintain their confidentiality and to refrain from disclosing them to any third parties even after the termination of the contractual relationship with the Seller. Cases where the Buyer discloses this information within the performance of his statutory duty or where he discloses the information to entities required to maintain his confidentiality by the law are not deemed a breach of the obligation to maintain confidentiality. If the Buyer breaches the obligation under the preceding sentences of this provision, the Seller shall be entitled to claim from the Buyer the payment of a contractual penalty in the amount of RON 20.000 for each individual breach; the payment of the contractual penalty shall not prejudice the Seller's right to full compensation for damage.
- 6.5. Any designs, specifications, drawings or engineering data for the Goods that have been supplied by the Seller, under the Sale Contract shall remain the sole and exclusively property of the Seller. The Buyer is not allowed to use the Seller's trademark or trade name without the prior written consent of the Seller.
- 6.6. Any and all disputes arising out in connection with the Sale Contract shall be resolved by the competent court from Slatina. The Buyer hereby waives any objection that it may have based on lack of jurisdiction, improper venue or forum non conveniens.
- 6.7. The failure by Seller to enforce any term or condition contained herein shall not be considered a waiver thereof and shall not prevent Seller from enforcing any such term or condition thereafter. Seller's acceptance of partial payment is not a waiver of any right of the Seller.
- 6.8. Unless specifically agreed otherwise, the Buyer is responsible for compliance with all laws and regulations regarding, without limitation, any export, import, transport, storage and use of the Goods. Buyer shall be responsible for obtaining any necessary government approvals including permit and licenses for exportation and importation of the Goods.
- 6.9. Any notice required or permitted to be given by either party to the other, and all communications between the parties, in respect of the Sale Contract, shall be in writing addressed to that other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision to the other party giving the notice.
- 6.10. The personal data provided by the Buyer in relation to the Orders may be stored by the Seller and

may be transferred to affiliates in accordance with the provision of protection of personal data.

6.11. These GT&C apply to all export sales unless otherwise varied in writing by the Seller.

7. Final Provisions

- 7.1. The Sale Contract, all rights, obligations and remedies of the parties thereunder and all the issues, controversies or other matters arising between the parties thereunder shall be governed by and interpreted exclusively in accordance with the provisions of Romanian legislation excluding its clauses for conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not be applicable. Any reference in these GT&C to a statute or a provision of a statute or law shall be construed as a reference to that statute, provision or law as amended, re-enacted or extended at the relevant time.
- 7.2. Should individual provisions of these GT & C become illegal, invalid or unenforceable, the remaining provisions of the contract shall not be affected.
- 7.3. Unless the Parties expressly agree otherwise, their mutual rights and obligations regarding the supplies of Goods shall be governed by the General Terms and Conditions of Sale in the wording effective as of the date of the proposal to execute an individual Sale Contract (Order, offer); when negotiating each delivery of Goods, the Buyer is obliged to acquaint himself with the currently effective wording of the General Terms and Conditions of Sale on the Seller's web site at www.ro.prysmiangroup.com . No variation to the provisions of these GT&C shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.