

**1. Applicability**

**1.1 Applicability.** These Terms and Conditions for Sales (the "Terms") apply to all supplies of the products, services and associated documentation (the "Supplies") provided by NKT CABLES GROUP A/S or its subsidiary companies ("NKT") acting as seller.

**1.2 Modification of these Terms.** These Terms are only modified by the conditions explicitly stated in an offer issued by NKT or in a written agreement signed by NKT. No conduct of NKT is deemed to constitute acceptance of any terms put forward by the buyer of the Supplies (the "Customer").

**2. Conclusion of Contract**

**2.1 Orders and Offers.** NKT's offers are subject to confirmation and are non-binding unless they are explicitly marked as binding. The order by the Customer constitutes a binding offer. Unless otherwise stated in the order, NKT shall be entitled to accept this offer within 14 business days after its receipt by NKT.

**2.2 Documentation provided by the Customer.** The documents delivered by the Customer (specifications, drawings, pattern, models and similar) are relevant and decisive for NKT. The Customer is responsible for the correctness of the content, the technical relevance and completeness. NKT is not obliged to verify or examine these documents beyond their content.

**2.3 Information provided by NKT.** All information and specifications in brochures, drawings, catalogues, price lists and similar provided by NKT are only binding if they are confirmed in writing.

**3. Prices and Payment**

**3.1 Prices.** NKT prices are quoted as EXW manufacturing plant (INCOTERMS 2020) and exclude packaging, taxes, customs duty and other public charges.

**3.2 Payment deadline.** NKT's invoices are due for payment in full within 30 calendar days after the invoice date.

**3.3 Amounts adjustments.** NKT reserves the right to deliver the Supplies with a deviation of 5% of the agreed amounts; the Customer is obliged to pay the purchase price corresponding to the actually delivered amounts of Supplies unless agreed otherwise.

**3.4 Raw material cost changes.** After the Contract conclusion, NKT shall be entitled to an immediate adjustment to the purchase price for the Supplies by the amount of the change in raw materials cost compared to the date of the relevant prices. NKT shall provide the written notification to the Customer in advance and shall submit sufficient documentation to support any purchase price adjustment in accordance with this Section.

**3.5 Set-off.** The Customer may only withhold/set-off payments against those claims, which are undisputed or non-appealable.

**3.6 Payment delay.** In the event of default in payment by the Customer, NKT is entitled to interest of 8 percentage points above the rate of the main refinancing facility of the European Central Bank and has the right to suspend the performance of the contract. This shall be without prejudice to the assertion of further default damages. NKT is entitled to withdraw from the contract without liability towards the Customer if the Customer has not paid the amount within two months.

**4. Time and Place of Delivery**

**4.1 Time of delivery.** Times set for delivery of Supplies shall only be binding if the Customer provides the required information and documentation in time and if agreed terms of payment and other obligations of the Customer are fulfilled.

**4.2 Delayed delivery.** The delivery period shall be extended appropriately upon the occurrence of unforeseen events (force majeure), for which NKT is not responsible according to clause 8.2 of the Terms. If the hindrance lasts longer than six months, each party is allowed to withdraw from the still unfulfilled part of the contract.

**4.3 Delay damages.** If NKT is culpably in default and the Customer has demonstrably suffered a loss therefrom, the Customer shall be entitled to liquidated damages of 0.5% of the price for every complete working week of delay, however, not more than 5% of the price for that part of the Supplies that could not be used purposefully because of the delay. Any further claims are excluded.

**4.4 Place of delivery.** Delivery of Supplies shall be EXW manufacturing plant (INCOTERMS 2020). If shipping has been agreed, the risk of loss or damage of the Supplies is passed to the Customer with the delivery of the Supplies in line with the applicable delivery terms.

**4.5 Storage of Supplies.** If delivery is delayed by more than one month due to the wish or for the reasons attributable to the Customer, NKT will store the Supplies at the Customer's risk and is entitled to invoice the Customer a storage fee amounting to 0.5% of the price of the goods for each month, not exceeding, however a total of 5%. The right to provide evidence of higher or lower storage costs remains unaffected.

**5. Warranty**

**5.1 Inspection of Supplies.** The Customer shall inspect the Supplies immediately upon their receipt to determine their integrity, completeness and any defects and shall notify NKT in writing of such defects. The Customer's right to file warranty claims is conditional to due fulfilment of the obligations to perform the inspection and notification of defects immediately after their discovery.

**5.2 Scope of warranty.** The statutory regulations apply to the Customer's rights in case of material and legal defects of the Supplies. NKT shall not be liable for defects arising out

of drawings, specifications, samples or other requirements of the Customer. NKT shall not be liable for defects caused by circumstances which arise after the risk has been passed to the Customer, e.g. defects due to faulty maintenance or faulty repair by the Customer or alteration carried out without NKT's written consent. NKT shall neither be liable for ordinary wear and tear, nor for deterioration.

**5.3 Warranty rights.** If the Supplies delivered by NKT are found to be defective and the Customer has fulfilled the duty to examine the delivery and the requirement to give notice of defects according to clause 5.1 of these Terms, the Customer shall be entitled to rights according to the statutory rules as follows:

**a) Remedy.** NKT shall have the right at its sole discretion, to either remedy the defect or deliver the conforming Supplies (supplementary performance). The expenses, which are necessary for the purpose of inspection and subsequent performance, in particular transport, work and material costs, shall be borne by NKT, if there is an actual defect. If a request to remedy a defect proves to be unjustified, NKT shall be entitled to demand from the Customer reimbursement of the incurred expenses. If the defect can be remedied by replacement or repair of the defective part and dismantling and reinstallation of the part do not require any special knowledge, NKT may demand that the defective part of the Supplies is sent to NKT or a destination specified by NKT at the Customer's expense. Defective parts, which have been replaced, shall be made available to NKT and shall be its property. The supplementary performance neither includes the disassembly of the defective Supplies, nor the reassembly if NKT was not originally obliged to install the Supplies.

**b) Price reduction. Withdrawal.** If supplementary performance fails, the Customer may demand to reduce the agreed price provided that such reduction does not exceed 15% of the price, or withdraw from the contract after the fruitless expiration of a reasonable time limit. The Customer is then entitled to compensation for the loss, costs and damages up to a maximum of 15% of that part of price, which is attributable to the part of Supplies, in respect of which the contract is terminated. If the defect is not substantial or if the Supplies are already sold, processed or reshaped, the Customer is only entitled to claim a reduction of the price.

**5.4 Duration.** Duration of warranty is one year from delivery of the Supplies to the Customer.

## **6. Retention of Title**

**6.1 Retention of title.** The delivered Supplies shall remain NKT's property until all of NKT's claims for payment have been satisfied in full (the "Retained Supplies"). The Customer is bound to handle the Retained Supplies with due diligence, maintain them well and insure them against all risks for their full price. Upon

NKT's request, the Customer shall furnish corresponding insurance documentation, otherwise NKT may refuse the delivery. As far as maintenance and inspection works are required, the Customer shall perform these works timely and at its own expense.

**6.2 Disposal of Retained Supplies.** The Customer is not entitled to sell, pledge or assign the Retained Supplies without express written consent of NKT. The Customer shall report to NKT without undue delay any seizures, confiscations, or other dispositions by the third parties, so that appropriate legal steps to protect NKT's rights can be taken. Notwithstanding the foregoing, the Customer is entitled to resell the Retained Supplies within the ordinary course of business, provided that the Customer receives payment from the buyer or makes the sale dependent on the Customer's buyer fulfilling its obligation to effect payment.

**6.3 Acquisition of co-ownership by NKT.** If the Retained Supplies have been processed or combined with other goods not owned by NKT, NKT receives joint ownership at the value of the invoiced amount of the Retained Supplies. For the object arising from such processing the same shall apply to the Retained Supplies.

**6.4 Assignment of insurance claims.** In the event of damage or loss of the Retained Supplies the Customer herewith assigns his claims arising out of or in connection with the insurance payments at a value of the final invoice (including VAT) of NKT's claims.

## **7. Intellectual Property Rights**

**7.1 Indemnity.** Subject to clause 7.2 below, NKT shall indemnify the Customer against any valid claim that the sale or use of the Supplies by the Customer infringes any intellectual property rights (such as patents, copyrights or trademarks) provided that NKT is given written notice of the claim without undue delay upon the same coming to the Customer's attention and NKT is allowed to conduct the defence of such claim at its own costs. Clause 8.1 of these Terms shall apply.

**7.2 Indemnity exceptions.** The indemnification set in clause 7.1. does not apply (i) if and to the extent that any such claim arises from a design specifications or other requirements of the Customer or (ii) to the sale or use of the Supplies in a territory that has not been approved by NKT or which could not reasonably have been known to NKT as the destination of the Supplies at the time of the contract conclusion. In these cases, the Customer shall indemnify NKT against any claim that the manufacture or sale of Supplies infringes any intellectual property rights of the third parties.

**7.3 Property and intellectual property rights.** NKT reserves the proprietary rights and intellectual property rights to all illustrations, drawings, calculations and other documents. The Customer shall obtain NKT's express

written consent before passing these on to third parties. Upon request of NKT, the Customer shall return these documents to NKT in their entirety and, where applicable, destroy any copies, if they are no longer needed in the proper course of business. In case of unauthorized disclosure or access to such documents, the Customer shall pay liquidated damages of 2% of the price of the Supplies. All further claims for damages remain unaffected.

**8. Liability, Force Majeure**

**8.1 Limitation of liability.** NKT is liable for death or personal injury, for damage caused wilfully or by gross negligence or in case of mandatory liability according to the statutory provisions. In all other cases, the maximum liability of NKT under or in connection with the contract shall not in any circumstances whatsoever exceed in the aggregate 100% of the price paid to NKT by the Customer under the contract. NKT shall not be liable for indirect damage, including but not limited to lost profit, loss of earnings, loss of production, loss of data and other consequential damages.

**8.2 Force Majeure.** NKT shall not in any event be liable to the Customer for any matter that arises from any case beyond NKT's reasonable control, including but not limited to natural disasters, operational malfunctions, labour disputes, particularly strikes and lockouts, delayed or lacking deliveries from NKT's suppliers, actions by authorities or other similar circumstances beyond NKT's control.

**9. Compliance, Law**

**9.1 Business integrity.** Upholding high ethical standards, acting with integrity and in compliance with applicable laws and regulations is a fundamental obligation of the Customer. The Customer must also comply with NKT's Code of Conduct in the current version at the time of entering into the contract (always available at [www.nkt.com](http://www.nkt.com)).

**9.2 Anti-corruption.** The Customer must comply with and have in place adequate procedures designed to prevent an employee or an associated person in any way connected to the contract from engaging in conduct that would infringe anti-bribery and anti-corruption laws.

**9.3 Applicable law.** The contract including the Terms is governed by the law of the country where the NKT entity entering into the contract has its seat, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG - UN Sales Law) and the respective International Private Law (IPR).

**9.4 Dispute resolution.** The parties will seek to settle any dispute by amicable negotiations. All disputes arising out of or in connection with the contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The arbitration proceedings shall be in English. The seat of arbitration is the capital city of the country where the NKT entity entering into the contract has its seat.