

GENERAL TERMS AND CONDITIONS OF SALE

Draka Kabely, s.r.o.

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 Draka Kabely, s.r.o., (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.
- 1.2 An integral part of these GT&C is the Prysmian Group’s Code of Ethics which defines the basic values and principles that guide the Prysmian Group’s activities and which can be downloaded at <http://prysmiangroup.com/en/corporate/sustainability/economic-and-financial-responsibility/values-and-code-of-ethics/>.

2. Order & Delivery of Goods

- 2.1 The Goods shall be delivered to a place of delivery defined in the purchase contract entered into by and between the Seller and the Buyer (hereinafter the “**Purchase Contract**”). The Purchase Contract may also be concluded by means of an order placed by the Buyer and his subsequent confirmation by the Seller; to avoid any doubt, it is agreed that the Seller is not obliged to confirm the order and thus conclude the Contract. The Purchase Contract is concluded in moment of confirmation of the Buyer’s order by the Seller. This 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 Buyer. This shall in particular also apply, if Buyer made the reference to such conditions with knowledge of contradictory or different conditions of the Seller. In case of orders made through EDI, the Purchase Contract is concluded in moment of the issue of an invoice for the supply of the ordered Goods by the Seller, and to avoid doubts, the Buyer is not entitled to cancel the orders once placed through EDI. By conclusion of the Purchase 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.
- 2.2 An order for supply of Goods (hereinafter the “**Order**”) may be placed in writing, by fax, e-mail, through EDI or the ordering portal on the Seller’s web site at www.draka.cz.
- 2.3 The Order must include the following basic details:
- (a) business name of the Buyer (or name and surname of the Buyer if the Buyer is a natural person), identification number, tax identification number, registered office of the Buyer (or place of business if the Buyer is a natural person) and information on registration in the Commercial Register (or the Trade Register if the Buyer is a natural person); this shall not apply if the Order is placed through EDI;
 - (b) the name and phone number of the contact person; this shall not apply if the Order is placed through EDI;
 - (c) the number of the Seller’s quotation if a quotation has been presented to the Buyer;
 - (d) the sort of goods according to the Seller’s quotation if a quotation has been presented to the Buyer, the required number/amount;
 - (e) place of delivery, manner of delivery, delivery terms according to Incoterms 2010
 - (f) the required time of delivery (which, however, is not binding on the Seller unless agreed otherwise);
 - (g) 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).
 - (h) The price 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 know to the Seller and as per the assumptions mentioned herein (eg, assuming EXW delivery conditions mentioned in 2.9) and Seller will not be liable for the delay or extra costs due to reasonable misunderstandings.

- 2.4 The Seller reserves the right to supply the Goods with a deviation of 5 % 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.
- 2.5 The Seller is entitled to deliver the ordered Goods in multiple shipments.
- 2.6 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 2913(2) of the Civil Code, the Buyer, after a grace period of 10 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 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 exceeds the penalty.
- 2.7 The Buyer is not entitled to cancel Orders that have already been confirmed and based on which a Purchase Contract has been concluded as well as to make changes to the Order without the Seller's consent. If, after the conclusion of the Purchase Contract and without the Seller's consent, the Buyer cancels or changes his Order based on which a Purchase Contract has been executed, the Seller will be entitled to claim compensation for all costs that incurred in connection with the cancelled supply, including overhead costs and any costs related to the cancelled supply. 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.
- 2.8 If the Seller does not accept the Buyer's requirements listed in article 2.3 (f) or (g) 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.
- 2.9 Unless the Parties expressly agree on delivery terms in an individual case, the EXW warehouse of Draka Kabely, s.r.o., Třebíčská 777/99, Velké Meziříčí Incoterms® 2010 (hereinafter "**EXW**") delivery terms will apply to the delivery of the Goods.
- 2.10 In case of delayed delivery attributable to the Buyer, the Seller shall be entitled to invoice the payment due at delivery 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 Goods incurred in connection with the postponement of the delivery date.
- 2.11 Except as may be otherwise specified in any contract or purchase order which may be formed subsequent to the issuance of the Seller's quotation, the Buyer shall provide and maintain Transit Insurance, with coverage for the full value of the Shipment(s). Insurance deductibles, if any, shall be borne by Buyer.
- 2.12 The risk of damage to the goods will pass to the Buyer as of the date of the delivery as per the relevant Incoterms 2010. Buyer shall be responsible for the licences, permits and the likes to be obtained from the authorities.

3. Prices & Payment Terms

- 3.1 Unless expressly agreed otherwise, the mutually agreed price is in EUR and does not include VAT, import charge and the likes. The Buyer is obliged to pay mutually agreed price, value added tax in the statutory amount and related charges (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.
- 3.2 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.
- 3.3 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 Purchase Contract. In that case, the Seller is entitled to withdraw partially or entirely from the Contract (in compliance with section 2002 of the Civil Code). 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 3.4 (a) accrued as of the date of the withdrawal.
- 3.4 If the Buyer is in delay with any pecuniary performance towards the Seller, 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 any supplies of Goods to the Buyer including those already confirmed by the Seller.
- At any time during the delay Seller can decide to withdraw.
- 3.5 If it becomes obvious after conclusion of the Purchase 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.

- 3.6 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 only after the payment of all accessions, where the accessions of the payables with the earliest maturity shall be settled first.
- 3.7 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 Purchase Contract.
- 3.8 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 Purchase Contract.
- 3.9 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.
- 3.10 To avoid doubt, the provisions of articles 3.7. to 3.9. also apply if a legitimate claim against the Seller has arisen by the Buyer due to defects of the supplied Goods.

4. Packagings

- 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 The Buyer is entitled to resell to the Seller packagings in respect of the Seller indicates the possibility of repurchase in the Price List (in particular drums and EUR-pallets) under the following conditions:
- (a) The Buyer is obliged to notify the Seller of his intention to resell the packagings by means of an e-mail sent to drumreturn.cz@prysmiangroup.cz not later than 5 days before the intended date of handover of the packagings to the Seller.
 - (b) The packagings must not be damaged. The place and time decisive for the assessment of the state of the packagings is their takeover by the Seller's personnel in the Seller's warehouse.
 - (c) Within 5 days of the takeover of the returned packagings, the Seller shall notify the Buyer of how many of the packagings meet the conditions for repurchase.
 - (d) The Seller shall store packagings not meeting the conditions for repurchase for the period of 10 days of their takeover under paragraph (a) of this article. The Seller reserves the right to destroy packagings that the Buyer fails to collect and remove at his own expense within the said 10-day period; in that case, the Buyer is not entitled to compensation for any part of the price of the destroyed packagings.
 - (e) Unless expressly agreed otherwise, the Buyer is responsible for the transport of the packagings to the Seller's warehouse, which shall he carry out at his own expense.
 - (f) If the Seller transports other Goods to the Buyer of if trucks of a carrier engaged by the Seller with unused capacity pass the Buyer's warehouse on their way to the Seller's warehouse, the Buyer may request the transport of the packagings from his warehouse to the Seller's warehouse. The Buyer is not legally entitled to the transport of packagings under the previous sentence; this depends solely on the Seller whether he grants the request. 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 packagings are stipulated in the Price List.
 - (h) The maturity period of invoices for returned packagings is identical with the maturity period of invoices for Goods supplied by the Seller to the Buyer.
 - (i) Detailed criteria for the assessment of damage to packagings are published on the Seller's web site at www.draka.cz.
- 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 of the delivery of the Goods (hereinafter the "**Warranty Period**"). The Seller warrants that until the end of the Warranty Period, the supplied Goods shall maintain their expressly agreed or common properties (the Seller does not warrant that the Goods will be of top quality or fit for the given purpose or that they will have properties not expressly agreed). In case of repair or replacement, the Seller provides a warranty for the repaired or replaced Goods for the period of 24 months of the repair or replacement; however, the aggregate warranty period shall not exceed 10 years of the first delivery.
- 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, by external causes or third parties without the Seller's fault, in particular by tampering with Goods, unprofessional handling, use for purposes other than those for which the Goods were designed, and improper storage.
- 5.3 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.

- 5.4 The Buyer is obliged to inform the Seller of any 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 7 days of the discovery of the defect in question.
- 5.5 The Buyer is obliged to inspect the Goods as soon as possible after delivery and make a Complaint related to defects discovered during the inspection within 5 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.
- 5.6 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.
- 5.7 In case of Complaints regarding the number/amount of supplied Goods, the Buyer is obliged to submit the carrier’s consignment note.
- 5.8 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).
- 5.9 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 or to receive a discount on the purchase price. 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.
- 5.10 Apart from claims under articles 5.1 to 5.9, the Buyer has no other claims relating in any way to compensation for damage caused by defective Goods; any claims for compensation for damage caused by defective Goods and contractual penalties are excluded.
- 5.11 The Seller is liable for damage incurred by the Buyer as a result of breach of the agreed obligations of the Seller up to the maximum amount equalling 25 % of the purchase price of the Goods under the Purchase Contract stipulating the Seller’s obligations breached. The Seller shall compensate the Buyer only for actual damage; the Seller shall not provide compensation for the Buyer’s lost profit or unforeseeable damage. 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.

6. Miscellaneous

- 6.1 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).
- 6.2 At any time, the Seller is entitled to assign any of his rights and obligations under the Purchase Contracts (including any Purchase Contract as a whole or Framework Agreement as a whole (if any)) to an affiliate belonging to the Prysman Group or to supply the Goods through an affiliate belonging to the Prysman 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 Prysman 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 Purchase Contracts to 3rd parties.
- 6.3 All non-public information or documents that the Buyer acquires in connection with the execution or performance of a Purchase 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 CZK 100,000 for each individual breach; the payment of the contractual penalty shall not prejudice the Seller’s right to full compensation for damage.
- 6.4 Any and all disputes arising out in connection with the supplies of Goods by the Seller to the Buyer shall be finally resolved by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its rules by three arbitrators where each party shall appoint one arbitrator and these arbitrators shall appoint the presiding arbitrator. The Parties agree to fulfil all the obligations imposed thereon by the arbitral award within the deadlines stipulated therein.
- 6.5 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.

7. Final Provisions

- 7.1 Other rights and obligations of the Seller and the Buyer shall be governed by applicable legal regulations of the Czech Republic excluding its clauses for conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not be applicable.

- 7.2 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 Purchase 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.draka.cz.

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