

The TC-E General Terms and Conditions for Sale, available at <https://www.tc-e.nl/algemene-voorwaarden> and incorporated herein by reference (the "Terms"), apply to all offers, quotations, or sales orders from TC-E B.V. By signing, executing, or accepting any offer, quotation, or sales order, or by receiving goods or services from TC-E B.V., the Customer explicitly confirms receipt and review of these Terms, acknowledges that any other terms and conditions are excluded, and agrees that the offer, quotation, or sales order is subject solely to these Terms. These Terms override any prior written or oral agreements and any terms and conditions contained in the Customer's request for quote, purchase order, invoice, order acknowledgment, change order, or similar document.

In case of a conflict between these Terms and a valid signed master agreement between the Parties, the conflicting terms of the master agreement will prevail. If there is a conflict between these Terms and another set of TC-E terms issued as part of the order or quotation process, the conflicting terms of the other TC-E terms will prevail. Any variations from these Terms require the signed consent of an authorized TC-E representative.

Latest update: August 2nd 2024

1. APPLICABILITY: These general terms and conditions (the "Terms") are a part of all commercial or technical proposals, quotations, orders, and agreements (each, an "Order") by TC-E B.V., located at Buitendijks 37, 3356 LX Papendrecht, The Netherlands, registration number 68020694 ("TC-E"), for the sale or rental of goods and/or services (the "Work") to the buyer identified in the Order (the "Customer", collectively with TC-E, the "Parties"). By signing or executing an offer, quotation, or sales order, placing an Order, or receiving Work from TC-E, the Customer agrees that these Terms override any prior written or oral agreements and any terms and conditions in the Customer's request for quote, purchase order, invoice, order acknowledgment, change order, or similar document. The Order is subject solely to TC-E's Terms. If there is a conflict between these Terms and a valid signed master agreement between the Parties, the conflicting terms of the master agreement shall prevail. Similarly, if there is a conflict between these Terms and another set of TC-E terms and conditions issued as part of an Order, the specific conflicting terms of the Order shall prevail. Any other variations from these Terms require the signed consent of an authorized TC-E representative.

2. QUOTATIONS AND ORDERS: Quotations are valid for 30 days or as specified in the quotation and apply only to the specific Order.

3. PRICING: All prices exclude federal, provincial, local, sales, use, value-added, excise, or similar taxes, which will be added to invoices and paid by the Customer to TC-E for remittance to the appropriate taxing authority. If any of TC-E's costs related to the Work increase before delivery (including but not limited to taxes, material prices, or wages), TC-E may raise its prices to reflect these cost increases, up to a maximum of 10%.

4. QUANTITY: TC-E reserves the right to ship 95% to 105% of the quantity specified in the Order. For flexible or bulk cable, TC-E reserves the right to ship within plus 10% unless specific lengths are requested and quoted in the Order.

5. WARRANTY: TC-E warrants that the Work will meet the specifications of the applicable Order and be free from material and workmanship defects until the earlier of: (i) 12 months from installation, or (ii) 18 months from delivery (the "Warranty Period"). If the Work is defective and TC-E is notified in writing within the Warranty Period, TC-E may, at its discretion, either (i) repair or replace the defective Work, or (ii) refund the amount paid for the defective Work. Customers may purchase additional or extended warranties. These warranties do not apply to defects due to: (a) improper or non-compliant installation, inspection, testing, operation, or maintenance; (b) unauthorized modifications, repairs, removals, or replacements; (c) use for purposes other than designed; (d) unusual mechanical, physical, or electrical stress, or normal wear and tear; or (e) latent defects discovered after the Warranty Period. TC-E also warrants that the Work will be free from liens or encumbrances. These warranties replace all other express or implied warranties, including any warranty of merchantability or fitness for a particular purpose.

6. PAYMENT: The Customer must pay all undisputed invoice amounts within 30 calendar days of the invoice date, or they will be in default. Late payments accrue interest at 2% per month unless prohibited by law. If the Customer disputes any part of an invoice, they must notify TC-E within 10 calendar days of receiving the invoice, stating the grounds for non-payment. The Parties will try to resolve disputes before the original invoice due date. If the Customer fails to pay invoices when due, TC-E may (i) require advance payment, (ii) revoke discounts, and/or (iii) suspend Work or terminate any Order without liability. The Customer will pay all reasonable and documented costs, including attorney fees and court costs, incurred by TC-E in collecting past due amounts.

7. SHIPPING AND TRANSFER OF TITLE: The Work will be shipped in TC-E's standard packaging FCA from the facility identified in the Order (as per the most recent Incoterms). Additional packaging costs for special requirements and international shipments are the Customer's responsibility. TC-E will confirm delivery dates upon receiving the Order. All delivery dates are estimates and subject to changes beyond TC-E's control, including supplier delays. Title to the Work transfers to the Customer upon full payment of the invoice. TC-E may cancel any Order and reclaim unpaid Work after the due date, given notice to the Customer of its intent to reclaim the Work.

8. INSPECTION AND TESTING: The Customer must provide reasonable prior notice of intent to inspect and test at the manufacturing facility during normal business hours, bearing all related costs. If testing is required before purchase, the Customer is responsible for all freight and transportation costs to and from the test location.

9. STORAGE: Work ready for shipment but not retrieved by the Customer will be stored for up to 30 calendar days, or longer if agreed in writing. Storage beyond 30 days incurs a fee of 0.5% of the Work's value per week, up to 10%. Title and risk transfer to the Customer when the Work is ready for delivery, with shipping terms modified to Ex Works TC-E's facility.

10. CHANGES TO ORDERS: The Customer warrants the completeness and accuracy of data, calculations, specifications, and design information provided to TC-E. The Customer is responsible for costs from changes required after approving drawings. TC-E requires the Customer's signed approval of drawings before starting procurement and manufacturing. Additional changes requested by the Customer may be accepted or rejected by TC-E at its discretion and are only binding if agreed in writing. TC-E will not charge for unconfirmed changes.

11. INTELLECTUAL PROPERTY: "Intellectual Property" includes any intellectual property rights such as copyrights, patents, trade secrets, trademarks, software, and firmware. Each Party's Intellectual Property remains their property. If a Party's Intellectual Property is incorporated into the Work, that Party grants the other a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to use it solely for performing or using the Work. Neither Party has any other rights to the other's Intellectual Property. Improvements or enhancements to a Party's existing Intellectual Property belong to that Party.

12. CANCELLATION AND RETURNS: Orders for specialty or custom Work cannot be canceled by the Customer without TC-E's prior written consent. Standard Work orders can be canceled at the Customer's convenience. Returns require TC-E's signed Return Materials Authorization form. Returns of standard catalog Work are subject to a restocking charge, determined by TC-E, not exceeding the canceled Order amount. The Customer is responsible for any repairs or reconditioning needed to make returned Work resalable. All returned Work must be in "as new" condition and in original packaging.

13. INSURANCE: TC-E will maintain suitable and adequate insurance to fulfill its obligations under these Terms. Any insurance amounts taken by TC-E for the Order will only be payable: (i) under the terms of such insurance; (ii) if TC-E is proven to have been at fault in fulfilling its obligations to the Customer or third parties; and (iii) if such actions by TC-E have resulted in a loss covered by the said insurance. Upon request, TC-E will provide the Customer with a certificate of insurance detailing the coverage applicable to the Order. The Customer will not be named as an additional insured and TC-E's insurance will not cover any negligence, fraud, or willful misconduct by the Customer or any actions or omissions by the Customer or related third parties.

- LEGAL TERMS -

14. INDEMNIFICATION: Each Party is responsible for and will indemnify and hold harmless the other Party and its affiliates (entities controlling or controlled by the Party, whether through at least 50% voting shares, by contract, or otherwise) from all claims, including but not limited to causes of action, demands, judgments, liabilities, losses, fines, and penalties, including reasonable attorneys' fees and litigation costs related to the Order or Work ("Claims") for: (a) loss of or damage to the property of the other Party, and (b) personal injury, including death or disease, to any person employed by the other Party or its affiliates, to the extent such loss, damage, or injury is caused by the negligence or breach of duty of the indemnifying Party.

15. LIMITATION OF LIABILITIES: Regardless of anything in these terms, neither Party will be liable to the other for any incidental or consequential damages, including but not limited to lost or delayed profits, revenue, production, downtime, business interruption, loss of goodwill, or any other incidental or consequential damages arising from or connected to these terms or the performance of the work, suffered by the other Party or its affiliates, regardless of cause. TC-E's maximum liability to the Customer, third parties, or otherwise, will be limited to the amount payable to TC-E under the applicable order giving rise to the claim, and the Customer will release and hold TC-E harmless from any claims exceeding such amount, regardless of cause. No claims may be brought by the Customer more than one year after the event giving rise to the cause of action.

16. FORCE MAJEURE: Neither Party will be considered in breach of these Terms if an event beyond their reasonable control prevents them from performing their obligations. Such events ("Force Majeure Events") include but are not limited to interruptions of operations, material faults, raw material shortages, government orders, pandemics, unsafe site conditions, laws, third-party failures, transport difficulties, public disorder, strikes, lockouts, mobilization issues, and other contingencies. If a Force Majeure Event preventing performance lasts more than 30 days, either Party may terminate the affected Order or part of it by giving 5 days' written notice.

17. LEGAL COMPLIANCE: Both Parties agree to comply with all applicable laws and will not offer, promise, authorize, or make any payments or offers of value to obtain or retain business or secure any improper business advantage. The Customer will not sell, export, re-export, transfer, divert, loan, lease, consign, transship, transport, or dispose of any Work to any entity headquartered in, or owned or controlled by a national of, any country or region under comprehensive sanctions by the US, Canada, the EU, or other relevant jurisdictions, or any individual or entity on denied or restricted party lists, or engage in restricted activities without required government authorizations and TC-E's prior written consent. Each Party will indemnify and hold the other Party harmless from any Claims related to such violations.

18. CHOICE OF LAW: All matters relating to the execution, construction, interpretation, or breach of these Terms will be governed by the laws of the jurisdiction where TC-E is located, excluding its conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

19. DISPUTES: The Parties will attempt to resolve disputes informally. Any unresolved disputes, claims, or legal proceedings related to these Terms or the associated Order, or their execution, construction, interpretation, or breach (except actions for injunctive relief or lien enforcement) will be brought exclusively in the courts of the jurisdiction specified in Section 19 (Choice of Law).

20. RIGHT TO AUDIT: TC-E will maintain accurate accounts and records of all transactions related to an Order in accordance with generally accepted accounting principles for at least 7 years after final payment for an Order (the **"Audit Period"**). With 30 days' prior written notice, during normal business hours in the Audit Period, TC-E will allow the Customer, at its own cost, and its authorized representatives, to review TC-E's records related to the services provided, as needed to verify any invoice's completeness and accuracy.

21. CONFIDENTIALITY: "Confidential Information" includes any information, data, or documents related to the Order that the Parties obtain from each other. The Parties will maintain confidentiality of this information during the Order and for 2 years after its termination. Information is not considered Confidential Information if: (i) it was known to the receiving Party before receipt from the revealing Party; (ii) it enters the public domain before or after being disclosed to the receiving Party; (iii) it is received from other sources without confidentiality breach; (iv) it is independently developed by the receiving Party; (v) disclosure is authorized in writing by the revealing Party; or (vi) disclosure is required by law or legal authority.

22. GENERAL:

22.1 Notices must be given in writing via email with a request for a receipt or by delivery overnight using a nationally recognized courier service.

22.2 TC-E will have several, and not joint, liability regarding its obligations under the Order. The Customer can only hold TC-E, and not any of its Affiliates, responsible for fulfilling these obligations.

22.3 If any provisions of these Terms are found to be inconsistent with or contrary to applicable law, such provisions will be modified as necessary to comply with the law. As modified, these Terms will remain in full force and effect. If any provision cannot be modified to comply with the law, it will be deemed deleted, but the remaining provisions will continue in full force and effect.

22.4 Either Party's failure to enforce any term, provision, or condition of these Terms does not affect its right to enforce it later, and any waiver by TC-E will not be considered a waiver of any subsequent breach.

22.5 Neither Party may assign its rights or obligations to a third party (other than its Affiliates) without the prior written consent of the other Party.

22.6 Nothing in these Terms will give any person or legal entity, other than TC-E and the Customer, any right, remedy, or claim under or with respect to these Terms. All provisions and conditions of the Terms are for the sole and exclusive benefit of the Parties, their successors, and permitted assigns.

22.7 Occasionally, TC-E may process the Customer's personal data ("**Customer Data**") to comply with legal obligations, manage the Order and the commercial relationship with the Customer, and send communications. TC-E is the data controller responsible for processing Customer Data. Customer Data may be shared with TC-E's Affiliates for internal management, relevant subcontractors, and service providers needing access to it, or when required by law or a competent authority. The Customer can exercise rights of access, rectification, objection, erasure, restriction, and portability as provided by applicable data privacy regulations by writing to the address of TC-E specified in the Order.