



PREFORMED LINE PRODUCTS (GB) LIMITED
STANDARD TERMS AND CONDITIONS OF SALE

The customer's attention is drawn in particular to the provisions of clauses 6 and 9.

1 INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Conditions means the terms and conditions set out in this document as amended from time to time in accordance with clause 11.6;

Contract means the contract between PLP (GB) and the Customer for the sale and purchase of the Goods in accordance with these Conditions;

Customer means the person or firm who purchases the Goods from PLP (GB);

Force Majeure Event means has the meaning given in clause 10;

Goods means the goods (or any part of them) set out in the Order;

Group means PLP (GB), every undertaking which is from time to time a subsidiary, subsidiary undertaking, holding company or parent undertaking of PLP (GB) or a subsidiary or a subsidiary undertaking of any such holding company or parent undertaking and **Group Company** means any of them;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

Order means the order by the Customer to PLP (GB) for the Goods in writing;

PLP (GB) means Preformed Line Products (Great Britain) Limited, a company registered in England and Wales (registered number 00578922) whose registered is at East Portway, Andover, Hampshire SP10 3LH;

Specification means any specification for the Goods, including any related plans and drawings, which is agreed by the Customer and PLP (GB) on or before the acceptance of an Order by PLP (GB) in accordance with clause 2.2.

1.2 In these Conditions, the following rules apply:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to **writing** or **written** includes faxes and emails.

2 BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate. No Order shall be binding unless accepted by PLP (GB) in writing.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of PLP (GB) which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter, or advertising produced by PLP (GB) or any Group Company and any descriptions or illustrations contained in the catalogues or brochures of PLP (GB) are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force save to the extent that they are expressly incorporated into the Specification.

2.5 A quotation for the Goods given by PLP (GB) shall not constitute an offer. A quotation shall only be valid for the period from its date of issue stated on it.



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3 GOODS

- 3.1 The Goods are described in the Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify PLP (GB) against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by PLP (GB) in connection with any claim made against PLP (GB) for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use of the Specification by PLP (GB). This clause 3.2 shall survive termination of the Contract.
- 3.3 The Customer acknowledges that all Intellectual Property Rights in the Specification (other than a Specification supplied by the Customer without modification by PLP (GB)) belong and shall belong to PLP (GB) or the relevant third-party owners (as the case may be) and the Customer shall have no rights in or to the Specification other than the right to use it solely in connection with the Goods. PLP (GB) hereby grants the Customer a royalty free worldwide non-exclusive irrevocable licence for the full period of the copyright in the Specification commencing on and including the date of delivery of the Goods to use the Specification solely in connection with the Goods.
- 3.4 PLP (GB) reserves the right to amend the Specification at its discretion prior to delivery without notice, save that PLP (GB) hereby confirm that any change to the Specification made pursuant to this clause 3.4 shall not adversely affect the performance or functionality of the Goods.

4 DELIVERY

- 4.1 The Goods shall be delivered by PLP (GB) Ex Works (Incoterms 2010), or as otherwise agreed between the parties in writing from time to time.
- 4.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. PLP (GB) shall not be liable for any delay in delivery of, or failure to deliver, the Goods that is caused by a Force Majeure Event or the failure of the Customer to provide PLP (GB) with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.3 If PLP (GB) fails to deliver the Goods due to circumstances caused directly by its own acts or omissions, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.4 PLP (GB) shall be entitled to terminate the Contract in circumstances where a Force Majeure Event has been ongoing that has prevented delivery of the Goods for 60 days or more and shall have no liability for such termination.
- 4.5 Any acceptance criteria that the Goods are required to conform to (including the nature, extent, pass criteria, method and location of such testing) shall be set out in the Order, or as otherwise agreed between the Customer and PLP (GB) in writing.
- 4.6 The Customer shall not be entitled to reject the Goods if PLP (GB) delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 4.7 PLP (GB) may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.8 In the event of a temporary suspension of any Order by the Customer exceeding 6 weeks (the **Suspension Date**), PLP (GB) shall be entitled to payment in full for the Goods held awaiting delivery under that Order. The Customer will be given a vesting certificate confirming the property and risk in the Goods has passed to the Customer as at the Suspension Date, and the Goods shall be suitably marked. The Customer has the right to inspect the Goods at any time within usual business hours at the premises of PLP (GB). In the event the suspension (of whatever length) lasts beyond 5 months from the delivery date set out in an Order, PLP (GB) shall be entitled to deliver the Goods in accordance with clause 4.1 at any time within 6 months of the delivery date set out in the Order.

5 QUALITY

- 5.1 PLP (GB) warrants that on delivery, and for a period of six months from the date of delivery, (warranty period), the Goods shall conform in all material respects with the Specification; be free from material defects in design, material and workmanship; be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and be fit for any purpose held out by PLP (GB).
- 5.2 Subject to clause 5.3, if the Customer gives notice in writing to PLP (GB) during the warranty period within a seven (7) days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1 and the Customer



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(if asked to do so by PLP (GB)), at its expense, returns such Goods to the place of business of PLP (GB), PLP (GB) shall, at its option, repair or replace the defective Goods.

- 5.3 PLP (GB) shall not be liable for failure of the Goods to comply with the warranty set out in clause 5.1 in any of the following events:
- 5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2; or
 - 5.3.2 the defect arises because the Customer failed to follow the oral or written instructions of PLP (GB) as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
 - 5.3.3 the defect arises as a result of PLP (GB) following any drawing, design or Specification supplied by the Customer; or
 - 5.3.4 the Customer alters or repairs such Goods without the written consent of PLP (GB); or
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, PLP (GB) shall have no liability to the Customer in respect of the failure of the Goods to comply with the warranty set out in clause 5.1.
- 5.5 Except as provided in this clause 5, all express or implied warranties, whether statutory or otherwise (including the terms implied by sections 13 to 15 of the Sale of Goods Act 1979), are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by PLP (GB).
- 5.7 If any Goods are not used by the Customer in accordance with PLP (GB) catalogues, specifications and/or recommended instruction procedures, the Customer shall defend, protect and hold PLP (GB) harmless against all claims, liabilities, fees, expenses, damages and demands arising out of such use by the Customer.

6 TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 6.2.1 PLP (GB) receiving payment in full (in cash or cleared funds) for the Goods and any other goods that PLP (GB) has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 6.2.2 the Customer reselling the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the property of PLP (GB);
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 6.3.4 notify PLP (GB) immediately if it becomes subject to any of the events listed in clause 8.2; and
 - 6.3.5 give PLP (GB) such information relating to the Goods as PLP (GB) may require from time to time.
- 6.4 Subject to clauses 6.5 and 6.6, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before PLP (GB) receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 6.4.1 it does so as principal and not as the agent of PLP (GB); and
 - 6.4.2 title to the Goods shall pass from PLP (GB) to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 Before title to the Goods passes to the Customer, PLP (GB) may at any time, without notice, require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.



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6.6 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2 then, without limiting any other right or remedy PLP (GB) may have the right to resell the Goods by the Customer or use them in the ordinary course of its business ceases immediately.

7 PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the published price list of PLP (GB) in force as at the date of delivery. The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

7.2 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from PLP (GB), pay to PLP (GB) such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.3 PLP (GB) may, by giving reasonable notice to the Customer at any time before delivery, increase the price of the Goods. In the event that the price of the Goods is increased pursuant to this clause 7.3, the Customer shall be deemed to have accepted such price increase unless it has served PLP (GB) with a written notice terminating the Contract within 5 Business Days of the date of PLP (GB)'s notice of the change in price, save that the Customer shall not be entitled to terminate the Contract where the increase in price is to reflect any increase in the cost of the Goods that is due to:

7.3.1 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

7.3.2 any delay caused by any instructions of the Customer or failure of the Customer to give PLP (GB) adequate or accurate information or instructions.

Where the Contract is terminated by the Customer in accordance with this clause 7.3, the Customer shall have no liability to PLP (GB) for such termination other than the reasonable costs incurred by PLP (GB) in procuring or manufacturing the Goods or any commitments incurred in respect of the Goods up to the date of termination.

7.4 PLP (GB) may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.5 Subject to clause 7.6, the Customer shall pay the invoice in full and in cleared funds in accordance with the payment terms agreed between the Customer and PLP (GB) from time to time or, where no such terms are agreed, within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by PLP (GB). Time of payment is of the essence.

7.6 The Customer's credit worthiness is at all times subject to approval by PLP (GB) and PLP (GB) at any time may require payments in advance for all or part of the Contract price. If the Customer fails to comply with any terms of payment agreed between the Customer and PLP (GB) from time to time, PLP (GB) reserves the right to withhold further deliveries or to terminate the Contract and any unpaid amount thereupon shall become due immediately.

7.7 If the Customer fails to make any payment due to PLP (GB) under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). PLP (GB) may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by PLP (GB) to the Customer.

8 TERMINATION AND SUSPENSION

8.1 If the Customer becomes subject to any of the events listed in clause 8.2, PLP (GB) may terminate the Contract with immediate effect by giving written notice to the Customer.

8.2 For the purposes of clause 8.1, the relevant events are:

8.2.1 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

8.2.2 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a



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solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

8.2.3 (being a company),

- (a) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (b) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (c) the holder of a qualifying charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

8.2.4 (being an individual),

- (a) the Customer is the subject of a bankruptcy petition or order;
- (b) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

8.2.5 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;

8.2.6 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2.1 to clause 8.2.5 (inclusive);

8.2.7 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

8.2.8 the financial position of the Customer deteriorates to such an extent that in the opinion of PLP (GB) the capability of the Customer to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.3 Without limiting its other rights or remedies, PLP (GB) may suspend provision of the Goods under the Contract or any other contract between the Customer and PLP (GB) if the Customer becomes subject to any of the events listed in clause 8.2.1 to clause 8.2.6, or PLP (GB) reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to PLP (GB) all of the outstanding unpaid invoices and interest of PLP (GB). Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

8.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

9 LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the liability of PLP (GB) for:

- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- 9.1.2 fraud or fraudulent misrepresentation; or
- 9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 9.1.4 any matter in respect of which it would be unlawful for PLP (GB) to exclude or restrict liability.

9.2 Subject to clause 9.1:

9.2.1 PLP (GB) shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue, business, goodwill and/or anticipated savings (in each case whether direct or indirect), or any indirect or consequential loss arising under or in connection with the Contract; and

9.2.2 the total liability of PLP (GB) to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 125% of the price of the Goods.



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10 FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

11 GENERAL

11.1 Assignment and other dealings

PLP (GB) may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of PLP (GB).

11.2 Notices

11.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, fax or email.

11.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2.1; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

11.2.3 The provisions of this clause 11.2 shall not apply to the service of any proceedings or other documents in any legal action.

11.3 Severance

11.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 11.3 shall not affect the validity and enforceability of the rest of the Contract.

11.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.4 Waiver

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.5 Third party rights

A person who is not a party to the Contract shall not have any rights to enforce its terms.

11.6 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by PLP (GB).

11.7 Governing law

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the English law.



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11.8 ***Jurisdiction***

Each party irrevocably agrees that any dispute arising out of or in connection with the Contract (including any question regarding its existence, validity or termination and any dispute relating to any non-contractual obligations arising out of or in connection with the Contract), shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause 11.8. The number of arbitrators shall be one. The seat or legal place of arbitration shall be London. The language to be used in the arbitration shall be English.