# WIRECO WORLDGROUP INC.
## TERMS AND CONDITIONS

The term "Seller" means WireCo WorldGroup Inc. and the customer or person or entity purchasing products ("Products") from Seller is referred to as the "Buyer".

General Terms and Conditions of Supply – These Terms and Conditions shall be deemed to be an integral part of all acceptances by Seller. These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from Seller relevant to the sale of Products and all documents incorporated by reference herein or therein, constitute the entire agreement ("Agreement") between Buyer and Seller regarding such sale. Any transactions and agreements that purport to modify or contradict these Terms and Conditions do not come into force unless and until confirmed in writing by Seller. All proposals, advice, deliveries, or other auxiliary services are provided exclusively on the basis of these Terms and Conditions. Terms and conditions submitted by the Buyer are hereby contradicted and not recognized even if such terms and conditions are not expressly contradicted again upon receipt. These Terms and Conditions are deemed to be accepted at the latest upon delivery of the Products. Seller reserves the right in its sole discretion to refuse any order.

1. **PRICES**. Unless otherwise specified by Seller, all prices are subject to change without notice and are subject to Seller's prices in effect at time of shipment. All prices are net and exclude any taxes (including but not limited to, value added taxes, import fees and taxes, and any other city, county, state, or federal taxes where applicable), which shall be borne by the Buyer. Price quotes are based on the quoted terms of shipment, and do not include transportation, freight, or insurance unless agreed by the Seller in advance. If the quoted price includes transportation costs and for any reason transportation costs increase, the Seller shall be entitled to raise the price to the extent that transport costs increase. Quoted prices may be subject to a rod surcharge applicable on the date of shipment. The minimum charge for rope or wire products is $500.00 (USD) or the equivalent in local currency of the Seller. No invoice will be rendered for less than such amount.

2. **TERMS OF PAYMENT.** Credit and payment terms for Buyer shall be determined by Seller's Credit Department. Unless otherwise determined by Seller's Credit Department, payment is due thirty (30) days from the date of the invoice; if Buyer defers delivery of the Products beyond the delivery date specified in the order or such other date for delivery which has been agreed to by the parties, payment in full is due thirty (30) days from the date such Products are available for shipment. Seller reserves the right before making any delivery to require payment in cash or security for payment. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further performance under the Agreement with Buyer in the event Buyer fails to make any payment when due (including, but not limited to, payment in advance or providing security for payment) or if Buyer fails to comply with any provision of this Agreement. Buyer shall be liable for all costs and expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest at the rate set 1.5% per month from the date on which it is due until it is paid. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Products theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants Seller a security interest in all Products sold to Buyer by Seller, which security interest shall continue until all such Products are fully paid for in cash, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. Buyer shall not have any right of setoff against amounts due to Seller, unless such counterclaims are undisputed or legally established.

3. **SHIPMENT, DELIVERY AND RISK OF LOSS**. Unless otherwise agreed by the parties, all shipments are FCA (Seller's shipping point), Incoterms 2010. Any additional charges incurred for shipping by Buyer-designated carriers, specialized carriers or Buyer-requested shipments beyond reasonable dispatch are the exclusive responsibility of Buyer. Shipments requiring specialized transportation equipment, including but not limited to flat beds for less than truck load shipments, platforms, drop decks or low boys will result in additional freight charges to Buyer, and if Seller for any reason incurs those costs to ship the Product, Buyer agrees to refund all amounts paid. Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment by Seller to reflect changes in transportation charges. Unless otherwise agreed, Seller reserves the right to select the mode of transportation. Risk of loss for the Products sold hereunder shall pass to Buyer at the time of shipment and any claims for shortages or damages suffered thereafter are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages that appear to have been caused during shipping must be identified and signed for at the time of delivery. Neither Buyer nor the consignee shall have the right to divert or reconsign such shipment to any carrier or destination other than specified in the bill of lading without Seller's prior written consent. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Penalties for delay and other claims for compensation for damages without a special agreement are excluded. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Products for which Buyer has not provided shipping instructions and other required information. If Seller notifies the Buyer that the Products are ready for shipment and the Buyer does not accept delivery of the Products by the agreed delivery date, then such Products shall be stored at the risk of the Buyer and are deemed for purposes of payment to have been delivered; in such cases, Seller reserves the right to store the Products on Seller's premises and to charge storage fees to the Buyer, or to hand the Products over to a shipping agent, at the cost and risk of the Buyer.

For shipments of fabricated Products, Seller will prepay and allow freight for orders totaling $1,000 (Product only) or more. For shipments of fabricated Products, Buyer is responsible for freight costs for orders totaling less than $1,000. For shipments of rope Products under 5,000 lbs. (rope weight only), no freight allowance is applicable. For shipments of rope Products of 5,000 lbs. or more (rope weight only), freight allowance is applicable to any recognized common carrier point in the continental U.S.A., except Alaska and Hawaii. On rope Products shipments of 10,000 lbs. or more to Alaska, freight allowance is only applicable to Seattle, Washington. On rope Products shipments of 10,000 lbs. or more to Hawaii, freight allowance is only applicable to Los Angeles or San Francisco, California.

4. **ACCEPTANCE OF ORDERS**. Any quotation made by Seller on the face hereof or on any attachment hereto is merely an invitation for an offer from potential customer(s). All resulting customer offers (orders) are thus subject to acceptance at Seller's offices before any contract is formed. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ALL CUSTOMER OFFERS (ORDERS) WILL INCLUDE THESE TERMS AND CONDITIONS. Any terms and conditions of any purchase order or other instrument issued by the Buyer, in connection with the subject matter of these Terms and Conditions, which are in addition to or inconsistent with these Terms and Conditions, will not be binding on Seller in any manner whatsoever unless accepted by Seller in writing. Acceptance by Seller of Buyer's order is expressly limited to and conditioned upon Buyer's acceptance of, and assent to, these Terms and Conditions. Any additional, inconsistent or different terms and conditions contained in Buyer's purchase order or other documents submitted by Buyer to Seller at any time are hereby expressly rejected by Seller.

5. **LIMITED WARRANTIES**. Subject to the limitations of Section 6, Seller warrants that the Products manufactured by Seller will be free from defects in material and workmanship and meet Seller's published specifications at the time of shipment under normal use and regular service and maintenance for a period of one year from the date of shipment of the Products by Seller, unless otherwise specified by Seller in writing. **THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE PRODUCTS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.** This warranty does not extend to any losses or damages due to: misuse; accident; abuse; neglect; normal wear and tear; negligence (other than Seller's); unauthorized modification or alteration; use beyond rated capacity; unsuitable power sources or environmental conditions; cosmetic damages; improper storage, installation, repair, handling, maintenance or application; use on mechanical equipment improperly designed or maintained; use in any nuclear application of which Seller has not been notified in writing by Buyer at the time of Buyer's offer for the Products sold hereunder; or any other cause not the fault of Seller. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Products and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void. If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer's exclusive remedy, repair, correct or replace F.O.B. point of manufacture, that portion of the Products found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. All costs of dismantling, reinstallation and freight and the time and expense of Seller's personnel and representatives for site travel and diagnosis under this warranty shall be borne by Buyer unless accepted in writing by Seller. Products repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Products, either alone or in combination with other products/components. Sections 5 and 6 apply to any entity or person who may buy, acquire or use the Products, including any entity or person who obtains the Products from Buyer, and shall be bound by the limitations therein. Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions of Sections 5 and 6.

Claims (other than warranty claims which must be made within thirty (30) days of discovery pursuant to this Section 5) by Buyer must be made within 60 days of receipt of shipment, which Buyer and Seller agree is a reasonable time, or Buyer's claims shall be barred. Seller must be given an opportunity to investigate the claim before Buyer disposes of the material, and Buyer must provide to Seller upon request copies of all applicable destructive and/or non-destructive test procedures and results, including traces and cover pages, or else Buyer's claim will be barred. Buyer shall not return any defective or non-conforming Products without Seller's prior written consent.

6. **LIMITATION OF REMEDY AND LIABILITY. THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, AT SELLER'S OPTION, FOR PRODUCTS PROVEN TO HAVE FAILED TO MEET THE SPECIFICATION OR TO HAVE BEEN DEFECTIVE IN MATERIAL OR WORKMANSHIP AT THE TIME OF DELIVERY. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, labor, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into the Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocates the risk between Seller and Buyer and form a basis of this bargain between the parties. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Products is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **FORCE MAJEURE**. Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance or non-performance due to acts of God; acts of Buyer; war; weather; sabotage; civil disturbances or riots; the prior performance of any government order; any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood or other casualty; governmental regulation or requirement; shortage or failure of raw material, supply, fuel, power or transportation; breakdown of equipment; strikes, labor disputes or difference with workmen, regardless of whether or not Seller is capable of settling any such labor problem; unforeseen circumstances or any events beyond Seller's reasonable control whether of similar of dissimilar nature than those above enumerated. If Seller determines that its ability to supply the total demand for the Product, or to obtain material used directly or indirectly in the manufacture of the Product, is hindered, limited or made impracticable due to causes set forth above in this section, Seller may allocate its available supply of the Product or such material (without obligation to acquire

other supplies of any such Product or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

8. **MECHANICAL PROPERTIES; CHEMICAL ANALYSES**. Data referring to mechanical properties or chemical analyses are the result of tests performed on specimens obtained from specific locations of the Product(s) in accordance with prescribed sampling procedures; any warranty thereof is limited to the values obtained at such locations and by such procedures. There is no warranty with respect to values of the materials at other locations.

9. **PATENTS**. Subject to the limitations set forth in Section 6, Seller warrants that the Products sold, except as are made specifically for Buyer in accordance with materials, designs or Specifications required by Buyer (in which case Buyer shall similarly indemnify Seller), do not infringe any valid patent or copyright in existence in Seller's jurisdiction as of the date of shipment. This warranty is given upon the condition that Buyer promptly notifies Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperates fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions of such Products. In the event such Products are held in such suit to infringe a patent or copyright valid in Seller's jurisdiction, and the use of such Products is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Products, or replace them with non-infringing Products, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Products and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Products, without liability.

10. **TRADEMARKS**. Buyer acknowledges that all trademarks for Products are the exclusive property of Seller and shall not use such trademarks in contravention of Seller's rights. Buyer undertakes to Seller not to damage the image of the brand and to indemnify Seller for any misuse of Seller's trademarks. Buyer must notify Seller of any complaint or grievance or misuse of the trademarks of the Products by any third party and allow Seller to take control of the defense, settlement or settlement of any lawsuit or action against any third party.

11. **PERMISSIBLE VARIATIONS**. The Products sold hereunder shall be subject to Seller's standard manufacturing variations, tolerances and classifications.

12. **TECHNICAL ADVICE**. Seller shall not be responsible for the results of any technical advice or recommendation in connection with the design, installation or use of the Products sold hereunder.

13. **WEIGHTS AND MEASURES**. A variation between Seller's and Buyer's scale weight and theoretical weight determination up to 1% shall be a permissible variation. The individual quantities determined by Seller and the total quantity stated in the dispatch notes and invoices are determinative for the invoicing of the Products supplied.

14. **TAXES**. No tax imposed in respect to the sale of the Products sold hereunder is included in any quotation by Seller. Any such tax shall be added to and paid by Buyer as part of the purchase price or billed to Buyer separately, at Seller's election.

15. **SELLER'S RIGHT OF TERMINATION**. If this contract is made in compliance with any governmental rule or regulation, plan, order or other directive, upon the termination, revocation, or rescission thereof, Seller shall have the option of canceling this contract in whole or in part. If the financial standing of Buyer becomes unfavorable during the period of the Agreement, in addition to Seller's right to require immediate payment or additional security, Seller in its sole and absolute discretion may withdraw wholly or partly from this and any other agreements to the extent they have not been fulfilled. The rights in this Section 15 are in addition to any other rights of termination by Seller set forth herein.

16. **BUYER'S RIGHT OF TERMINATION**. Buyer's orders for non-standard Products are non-cancelable and non-returnable after Buyer places its purchase order with Seller. Buyer may terminate any other purchase order in whole or in part only upon 15 days advance written notice to Seller. Seller shall thereupon, as directed, cease work and transfer to Buyer title to all completed and partially completed Products and to any raw materials or supplies acquired by Seller especially for the purpose of performing the Agreement, and Buyer shall pay to Seller the sum of the following: (a) the contract price for all Products which have been completed prior to termination; (b) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (c) the cost F.O.B. Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (d) reasonable cancellation charges, if any, paid by Seller on account of any commitment(s) made hereunder. The provisions of this paragraph shall be without prejudice to the rights of either party for failure on the part of the other party to comply with the provisions of the Agreement.

17. **WAIVER**. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

18. **EXPORT/IMPORT**. Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the jurisdictions in which the Seller and Buyer are established or from which Product may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import or export Product in violation of such applicable laws, regulations, orders or requirements. In connection with the transactions contemplated by the Agreement, Buyer is familiar with and shall fully comply with all applicable laws, regulations, rules, and other requirements of any applicable state, foreign and local governmental body in connection with the purchase, receipt, use, transfer and disposal of the Product. If Buyer imports or exports Products in violation of any applicable law, regulation or rule, Buyer shall be solely responsible for any fines or penalties imposed by competent authorities and shall indemnify and hold Seller harmless for any fines, penalties, and costs (including legal fees) incurred by Seller in connection with Buyer's violation.

Products exported by Seller or purchased by Buyer for export from the United States are subject to the export laws of the United States, including but not limited to the Export Administration Regulations and the economic sanctions administered by the Office of Foreign Assets Control. Such Products may not be exported, reexported, diverted, or transshipped except in compliance with all U.S. export laws. If Buyer is purchasing Products for export from the United States, Buyer agrees that all export documentation and filings (including submission of the Electronic Export Information) are Buyer's responsibility and Buyer shall indemnify Seller for any costs, expenses, fines, penalties, or other amounts incurred by Seller in connection with Buyer's failure to comply.

19. **RETURNS.** Advance written permission to return Products must be obtained from Seller. Such Products must be current, unused, catalogued Products and must be shipped, transportation prepaid as directed in Seller's written permission to return such Products. Returns made without proper written permission will not be accepted by Seller. Credit for such returned Products will be at the billing price or current price, whichever is lower, from which will be deducted an inspection and repacking charge, restocking charge, any outbound and return shipping charges and any other reasonable costs Seller incurs as a result of such return. Seller reserves the right to inspect Products prior to authorizing return.

20. **GENERAL PROVISIONS.** These Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these Terms and Conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to the Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

21. **NUCLEAR APPLICATION**. PRODUCTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR AND RELATED APPLICATIONS. Buyer accepts the Products with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. It is expressly understood and agreed that Buyer will not use, cause to be used or make available for use the Product(s) described on the face hereof in any nuclear application including, but not limited to, use in connection with any nuclear reactor, any nuclear power generating system or any nuclear waste (or spent fuel) disposal project.

22. **APPLICABLE LAW; VENUE**. Interpretation of these Terms and Conditions and all transactions between the parties shall be governed by and interpreted in accordance with the laws of the state of Kansas (without regard to conflict of laws provisions). The parties hereby submit to the jurisdiction in the federal and state courts in Johnson County, Kansas for the purposes of resolving any disputes arising under or otherwise regarding this Agreement. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to the Agreement.

23. **SEVERABILITY**. If any provision or provisions of this Agreement shall be held to be in whole or in part invalid, illegal or unenforceable in any jurisdiction, or if any governmental agency or authority shall require the parties to delete any provision of this Agreement, such invalidity, unenforceability or deletion shall not impair or affect the remaining provisions of this Agreement. The parties shall endeavor, in good faith negotiations, to replace valid provisions the economic effect of which comes as close as legally possible to that of the invalid, illegal, unenforceable or deleted provision.

February 2017