

GENERAL TERMS AND CONDITIONS OF SALE (UK)

Belden Inc. and/or its Affiliates, PPC Broadband, Inc., PPC Broadband Fiber Ltd., and/or Precision Optical Transceivers UK Limited
(Revised April 2025)

1. **Selling Entities.** These General Terms and Conditions of Sale (UK) ("General Terms and Conditions of Sale (UK)"), which are incorporated by reference in certain Purchase Orders ("POs"), shall govern the sale of the applicable products, services, and/or any other deliverables in the United Kingdom by Belden Inc., a Delaware corporation with its corporate headquarters located at 1 N. Brentwood Blvd., 15th Floor, St. Louis, MO 63105, and its affiliates, PPC Broadband Inc., a Delaware corporation having a place of business at 6176 E. Molloy Rd., East Syracuse, New York 13057, PPC Broadband Fiber Ltd., a company incorporated in England and Wales with its registered office address at 1 The Technology Centre, Station Road, Framingham, Suffolk, IP13 9EZ, United Kingdom, and/or Precision Optical Transceivers UK Limited, a company incorporated in England and Wales with its registered office address at Unit 1 Woodside, South Marston Park, Swindon, Wiltshire, SN3 4WA, United Kingdom (collectively "Belden" or "Company") and any other Belden group company to the extent that each such entity is identified in the applicable PO and/or invoice sent to the applicable buyer identified in such a PO and/or invoice. The specific selling entity shall be the entity or entities identified as such in the relevant PO or invoice.
2. **Agreement.**
- 2.1 The following General Terms and Condition of Sale (UK), together with the terms and conditions of any written agreement signed by an authorized representative of the Company and of the ordering entity or person ("Buyer" or "Customer") covering the subject matter hereof (collectively this "Agreement"), shall apply to sales resulting from Company's acceptance of Buyer's order for the products, goods, articles, materials, supplies, components, drawings, data or other property described herein (the "Products"). Offers to purchase can be accepted only by an authorized representative of Company and offers to purchase are not effective or binding until approved in writing by such authorized representative. Any different or additional terms and conditions proposed by Buyer in its purchase order or otherwise, or that Buyer seeks to impose or incorporate, including any terms that are implied by law, trade custom, practice or course of dealing, are hereby rejected by Company (except those which cannot be lawfully excluded) and shall not be incorporated into this Agreement. Under this Agreement, Company and Buyer may be referred to individually as "Party" and/or collectively as "Parties."
- 2.2 Where this Agreement is found to be an acknowledgement, if such acknowledgement constitutes an acceptance of an offer, such acceptance is expressly made conditional upon Buyer's assent solely to the terms and conditions hereof, and acceptance of any part of the Products delivered by Company shall be deemed to constitute such assent by Buyer. If this Agreement constitutes an offer, Buyer's acceptance of such offer is expressly limited solely to the terms and conditions hereof.
3. **Orders**
- 3.1 Any quotation issued by the Company is not an offer to sell the goods or provide the services which are the subject of that quotation. Any quotation issued by the Company may be withdrawn by the Company at any time on notice.
- 3.2 Each order placed by the Buyer shall be an offer by the Buyer to purchase the relevant Products subject to the terms and conditions of this Agreement. The Company shall be free to accept or decline any order at its absolute discretion. Buyer's order must be given in writing or, if given orally, shall be confirmed in writing within three (3) days. No order will be deemed accepted by the Company unless and until the Company issues a written acceptance of Buyer's order or delivers the Products that are the subject of the Buyer's order (whichever happens first).
4. **Prices.** Prices are as established by Company from time to time, and Buyer hereby acknowledges and agrees that as prices may fluctuate between the order date and the ship date due (particularly with regard to orders with a long lead time), Products will be billed at such prices as are in effect on the date of shipment or such other price that may be agreed by Buyer and Seller in writing. Such prices are in U.S. dollars unless stated otherwise by Company or agreed upon between the Parties in writing, and are subject to any price adjustment necessitated by Company's compliance with any act of government, laws or regulations. Any tax, duty, tariff or other governmental charge upon the production, sale, shipment or use of the Products that Company is required to pay or collect from Buyer shall be paid by Buyer to Company in addition to the purchase price unless Buyer has furnished Company with a tax exemption certificate acceptable to the appropriate taxing authority. Except to the extent that Buyer is eligible for freight allowances in accordance with policies established by Company in its discretion, any payment by Company of freight charges shall be for the account of Buyer and shall be paid by Buyer with and in addition to the purchase price.
5. **Payment.**
- 5.1 Payment for the Products shall be according to payment terms as Company may establish in its discretion. Company may in its discretion make available to Buyer prompt payment discounts. Any prompt payment discounts shall be allowed on the Products only and shall exclude freight charges. Absent any contrary agreement, payment terms shall be net thirty (30) days from the invoice date. Company shall be entitled to invoice Buyer for each order on or at any time after either Company issues a written acceptance of Buyer's order if agreed upon in writing by Buyer, or delivers the Products that are the subject of Buyer's order (whichever happens first).
- 5.2 Late payments shall bear interest at 1.5% per month (18% per annum), both before and after judgment until payment in full. Buyer shall pay Company for all expenses (including reasonable attorneys' fees) incurred by Company in collecting any amounts due by Buyer to Company.
- 5.3 The Buyer shall not be entitled to set-off against any amount payable by it to the Company any amount that may be due (or which the Buyer may allege is due) from the Company to the Buyer whether under these conditions or otherwise.
6. **Terms of Shipment.**
- 6.1 The shipment of the Products to Buyer shall be INCOTERMS 2020: Ex works), and Company may in its discretion ship from any of its locations (including third party logistics providers and certain Belden direct-ship suppliers). Drop shipments via ground carrier are permitted within a 150 mile radius of Buyer's authorized locations, provided that Company will not support drop shipments to any freight forwarder, and provided further that drop shipments shall be made at Buyer's expense and incur a shipment fee of 7% of the invoice price, such fee not to exceed US \$7,500, €8,000, or £7,000, as appropriate based on the currency identified in the applicable PO or invoice, that will be invoiced as a separate line item. Any drop shipment made by air shall not be subject to a separate drop shipment fee; provided, however, that Buyer shall be required to pay all freight, shipping and related charges. Drop shipments by air are only permissible to the extent agreed upon by Company at its sole discretion. At the time and location of shipment, Buyer takes title to the Products shipped and assumes all risk of and responsibility for any loss, damage or destruction with respect to such Products, including in instances when Company arranges or pays for the cost of freight. No allowances shall be made for pickups by Buyer or its customers at Company locations. Company shall select what is, in its opinion, the most satisfactory routing for the shipment. Company may ship the Products by commercial carrier in any manner it deems to be commercially reasonable. The Products shall be packed and packaged in accordance with reasonable commercial practices for one-way shipment. Company may in its discretion ship either in lots or in a single shipment.
- 6.2 If the carrier delivers all material shown on the freight bill, but Buyer subsequently discovers shorted material, any claim must be filed directly with Company within ten (10) days after delivery. Claims filed later than ten (10) days after delivery will not be honored. When such shortage is verified by Company, credit will be issued to Buyer's account within ninety (90) days of such verification.
7. **Date of Shipment.** Shipping dates are approximate and are based upon conditions existing upon Company's receipt of Buyer's order. Company will endeavor to ship by the estimated shipping date but, subject to Section 11.3, shall incur no liability for any delay or any damage arising therefrom.
8. **Cancellation of Order by Buyer.** Orders shall not be subject to cancellation or modification by Buyer either in whole or in part without Company's written consent and then may be subject to payment of a reasonable cancellation or modification charge based on the Company's genuine estimate of its loss, and/or other appropriate commercial justification that will reimburse Company for applicable costs incurred by virtue of the order (including costs of purchased materials and engineering costs) and provide Company with a reasonable allowance for profit, both in accordance with Company's policy in effect on the date of cancellation or modification. Orders for Special Products (as defined in Section 12.1 below) shall not be subject to cancellation or modification by Buyer under any circumstances.
9. **Force Majeure.** Company shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, embargoes, governmental actions, fires, accidents, floods, epidemics, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond the reasonable control of Company.
10. **Limited Product Warranty.**
- 10.1 THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT. Company warrants to Buyer that the Products are, at the time of delivery to Buyer, free of material defects in material and workmanship, provided that no warranty is made with respect to (a) any Product which has, in Company's judgment, been subject to negligence, misuse, abuse, accident or improper storage, (b) any Product that has not, in Company's judgment, been installed, operated or maintained in accordance with normal practice and in conformity with recommendations and published specifications of Company or (c) any Products that have been used for any other purposes other than that for which the Products were designed regardless of whether or not the Buyer advised the Company of its intent to use those Products for those other purposes. Repairs to, alteration of, or work done on the Products without Company's prior written authorization shall void Company's warranty on the Products.
- 10.2 Buyer warrants to Company that no claims against the Company exist based on circumstances for which Buyer is responsible, and Buyer agrees that it shall be responsible, and the Company shall have no liability to Buyer for any damage and loss that occurs due to errors or malfunctions of any parts or components of the Products that: (i) the Company makes, assembles, or installs using parts or components made available or provided by Buyer, (ii) the Company makes, assembles, or installs using parts or components selected and procured by the Company in accordance with Buyer's specifications; (iii) are subject to neglect, accident, or incorrect or improper use, maintenance, repair or storage by or on behalf of Buyer; or (iv) use of any spare or replacement parts on the Products that were not furnished or approved by Company in writing.
- 10.3 At its option, Company shall repair, provide replacement Products for, or refund the purchase price of any Products that breach the foregoing warranty for the following time periods starting from the date of shipment of the Products to Buyer: for Belden and West Penn Wire and cable Products, ten (10) years; for fiber optic cables, hybrid fiber/copper cables, connectivity Products, cordset Products, patch cord Products, active systems hardware Products and all other Products (including Mohawk Products and Alpha Wire Products), one (1) year; for Alpha Wire Products, one (1) year; and for Precision Products, the time periods stated in Section 10.4; and such obligation shall be Company's exclusive obligation and the full extent of its liability, and Buyer's exclusive remedy, for breach of the foregoing warranty. Company makes no warranty with respect to any software or firmware that are a part of the Products, and Company makes no warranty with respect to Products that are manufactured by and carry the brand of a third party that is not an affiliate of Belden Inc.
- 10.4 For the purposes of Section 10.3, the time periods for Precision Products are as follows:

| PRODUCT CATEGORY | HARDWARE WARRANTY TERMS | REPLACEMENT POLICY | SOFTWARE WARRANTY TERMS |
|---|-------------------------|---|-------------------------|
| OPTICAL TRANSCEIVERS | | | |
| Standard Modules | Limited Lifetime | Repair of Returned Part or Advanced Replacement Available | N/A |
| Recodable Modules | 5 Years | | |
| Coherent Optical Modules | 5 Years | | |
| PON / FTTx | | | |
| OpenPath ONT's | 1 Year | Repair of Returned Part or Advanced Replacement Available | 30 Days |
| OpenPath OLT's | 3 Years | | |
| OpenPath Accessories (Power Supply, Fans, etc.) | 1 Year | | N/A |
| OPTICAL PASSIVES | | | |
| Mux/Demux | 5 Years | Per Expedited Manufacturing Lead Time | N/A |
| PON Coexistence Filters | 5 Years | | |
| Splitters | 5 Years | | |
| CONNECTIVITY/HARDWARE | | | |
| Rack & Wall Mount Hardware | 5 Years | Per Expedited Manufacturing Lead Time | N/A |
| MPO/MTP Cables, Fiber Jumpers, Filters | 10 Years | | |
| MPO Breakout Modules | 5 Years | | |
| TOOLS & ACCESSORIES | | | |
| Transceiver Management Modules/Kits | 1 Year | Advanced Replacement | 30 Days |
| Click Cleaners | | | |
| Batteries & Other Accessories | N/A | N/A | N/A |

The following additional terms and conditions apply to Precision Products (and if there is an inconsistency between this Section 10.4 and any of the other provisions of this Agreement, this Section 10.4 will prevail):

- (A) In its sole discretion, the applicable selling entity of Precision Products, such as Precision Optical Transceivers UK Limited, which alternatively may be referred to as Precision, Belden, or Company herein, reserves the right to deem any Precision Products defective under the terms and conditions of the warranty. Precision Products deemed defective under warranty will be repaired or replaced with functionally equivalent new or serviceable used parts. The Company will cover all applicable shipping and handling charges for the return of defective products, as well as replacement product delivery to Buyer's site. For the avoidance of doubt, the limited lifetime warranty for Precision's Products shall remain valid for only the duration of the serviceable life of each Precision Product (i.e., for only so long as the Company actively manufactures, supports, and/or offers for sale each Precision Product).
- (B) For the further avoidance of doubt, the warranty will expire when the Precision Product is discontinued, no longer supported, or when replacement parts are no longer available, at which point the Company may offer an equivalent replacement at its discretion, and the coverage specified in the table above begins from the initial date of shipment and, subject to the subsequent sentence, is only applicable to the original buyer of the Precision Product at issue. For the still further avoidance of doubt, where the Buyer is an authorized reseller or distributor of Precision Products, such reseller or distributor shall be entitled to pass the benefit of such warranty obligations to the end user of such Precision Products.
- (C) Operation of equipment beyond specified input optical power, electrical voltages, temperature, humidity or any other parameter specified on the product datasheet voids the Company's warranty in its entirety. Equipment failure due to misuse, product modification, abuse, neglect/mishandling, inadequate ESD protection, improper storage environment or contamination of optical connections are not eligible for any Company warranty replacement.
- (D) The Precision Product compatibility guarantee is limited to the application specified at the time of purchase. Optical transceiver module connector/receptacle mating durability is limited to the definitions stated in the Telcordia GR-326-CORE specification. Wear and tear from repeated connector and receptacle mating that exceeds the GR-326-CORE standard voids the Company warranty in its entirety. The use of accessories and replacement parts in equipment that are not Precision branded voids the warranty in its entirety. Any software warranty is limited to Precision Products that are operated according to product specification and the associated user guide documentation.
- (E) Returned Precision Products that are determined to be without defect are not covered by the Company's warranty. As such, all costs, including advanced product replacement costs, return of original product and all associated shipping and handling charges will be the responsibility of Buyer.
- (F) Subject to Section 11.3, the Company disclaims any liabilities or warranties, expressed or implied, beyond the remedies provided in this Agreement. For the avoidance of doubt, the Company is not liable to Buyer for any damages,

expenses, or lost revenues, savings or profits exceeding the original amount paid for the Precision Product. Damage resulting from abuse, accident, modifications and unauthorized repairs are not covered under this Belden warranty.

- 10.5 Upon discovery of an alleged defect, Buyer shall notify Company in writing within ninety (90) days of such discovery of any claim whatsoever that Buyer may have with respect to the Products, and failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims with respect to the Products. Upon receipt of notice from Buyer claiming defective Products, Company may inspect such Products at Buyer's location or require that they be returned to Company on a freight collect basis for inspection. All warranty claims must be supported by a dated proof of purchase and appropriate Product identification information, where applicable. Product can be returned to Company only when it has issued proper return authorization under the Company's then prevailing return material authorization policy. Company retains the right to be the sole judge of what constitutes a material defect in material or workmanship in regard to this warranty.
- 10.6 This warranty excludes labor costs associated with the replacement of any defective Product.
- 10.7 Acceptance shall occur, if not before, when Buyer fails to reject in writing within ten (10) days after delivery of the Products to Buyer. Buyer may rightfully reject only where a reasonable inspection shows that the Products fail to substantially conform to the applicable Product specifications. Rejection shall not affect transfer of title and risk of loss under Section 6. Buyer waives its right to revoke acceptance, it being the intent of the parties that Buyer's remedies for any nonconformity detected after acceptance be limited to those expressly provided herein for breach of warranty. After acceptance, the Products may not be returned to Company except to the extent expressly provided herein upon a breach of warranty.
11. Limitation of Liability.
- 11.1 SUBJECT TO SECTION 11.3, IN NO EVENT SHALL COMPANY BE LIABLE (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR:
- (A) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES BY WHOMEVER INCURRED OF WHATEVER NATURE; OR
- (B) LOST PROFITS, LOST OR CORRUPTED DATA, WASTED TIME OR EXPENDITURE, LOST REVENUES OR THE LIKE, IN EACH CASE WHETHER DIRECT OR INDIRECT, EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSSES.
- 11.2 EXCEPT FOR COMPANY'S PATENT INDEMNITY OBLIGATIONS UNDER SECTION 12.2 BELOW AND SUBJECT TO SECTION 11.3, IN NO EVENT SHALL COMPANY'S TOTAL AGGREGATE LIABILITY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO SUCH CLAIMS OR DAMAGES.
- 11.3 NOTHING IN THIS AGREEMENT LIMITS ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED, INCLUDING LIABILITY FOR:
- (A) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE;
- (B) FRAUD OR FRAUDULENT MISREPRESENTATION; AND
- (C) BREACH OF THE TERMS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION).
- 11.4 THIS SECTION 11 SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
12. Special Products; Patent Indemnity.
- 12.1 "Special Products" are those Products manufactured or furnished by Company in accordance with drawings, samples, or manufacturing specifications designated by Buyer or its customers. Company reserves the right to ship and/or bill 10% more or less than the exact quantity of Special Products ordered by Buyer. All Special Products must be shipped to Buyer within thirty (30) days of manufacture; after thirty (30) days, Company may invoke a storage charge of 1% per month (12% per annum) on their purchase price. Company may retain as its own property any special molds, tools, dyes or fixtures utilized in manufacturing Special Products. Buyer shall defend, indemnify and hold harmless Company and its affiliates from and against any and all claims and demands, and related liabilities, damages and expenses (including reasonable attorneys' fees), arising from or related to the design, distribution, manufacture or use of any Special Product, including such claims and demands asserting infringement of any U.S. or foreign patent, trademark, copyright, or other intellectual property right.
- 12.2 In the event any Product is designed by Company, is not a Special Product and has not been modified by Buyer, its customers or other third parties, Company shall hold Buyer harmless against any damage awarded by a court of final jurisdiction in connection with any claim of infringement of any third party patent by reason of the sale or use of such Product, provided that Company is notified promptly in writing of any such claim, is permitted to assume the full direction and control of the defense against such claim and is given authority, information and assistance by Buyer (at Company's expense) for such defense and authority to settle. In case any judgment rendered in connection with such claim shall become final (beyond right of appeal), and where Buyer has complied with the foregoing provisions of this Section 12.2 to Company's satisfaction, Company agrees to pay all damages and costs thereby awarded against Buyer. If, subject to the above limitations, such Product or any part thereof should be finally held in connection with such claim to constitute an infringement or in Company's discretion is likely to be so held to constitute an infringement, Company shall have the right at its option either to (a) procure for Buyer the right to use such Product, (b) modify or replace such Product with a non-infringing Product accomplishing substantially the same purpose as the replaced Product, or (c) require the return of such Product and refund to Buyer the purchase price thereof. Buyer's sole remedies, and Company's sole liability, for damages and/or losses resulting from the infringement or claimed infringement of any third party intellectual property right by the Products (regardless of the form of action) are exclusively limited to the provisions of this Section 12.2.

13. Changes in Products. Company shall have the right in its discretion, without incurring any liability, to discontinue or limit its production or deliveries of any Product and alter the design, materials or construction of any Product.
14. Governing Law; Venue; Limitation of Actions.
- 14.1 This Agreement shall be governed by the laws of England and Wales. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement or to any goods sold or purchased among them.
- 14.2 Any suit, action, or proceeding against Company concerning this Agreement shall be brought in the courts of England and Wales, and the parties hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.
- 14.3 Buyer irrevocably consents to service of all writs, process, and summons in any suit, action or proceeding filed or initiated by Company to be made upon Buyer by any of the following methods at Company's sole election:
 - (A) Service upon Buyer at its address by registered mail or certified mail postage prepaid (or the equivalent in Buyer's jurisdiction), or
 - (B) Service in any other manner permitted by applicable law.
15. Confidential Information. Buyer shall not disclose to Company any confidential information which Buyer possesses unless Company has, prior to such disclosure, agreed in writing to accept such information as confidential under clearly defined obligations of confidence. Buyer represents and agrees that all information disclosed to Company by Buyer (except such information as is specifically subject to a confidentiality agreement signed by Company prior to such disclosure) is non-confidential, and that Company is free to use and disclose any or all of such information without accounting to Buyer therefor, notices on Buyer's drawings, proposals, specifications and other documents to the contrary notwithstanding.
16. Indemnity. Buyer shall defend, indemnify and hold harmless Company and its affiliates from and against any and all claims and demands, and related liabilities, damages and expenses (including reasonable attorneys' fees), for or in connection with any property damage or any injury to or illness or death of any person (including loss of income, profits, sales or "down time") arising from or related to the Products, including such claims and demands brought by any employee, agent or subcontractor of Buyer for Buyer's failure to comply with Company's published instructions and specifications concerning the operation, use and maintenance of the Products, except any claim, demand, liability, damage or expense proven to be the result of the negligence of Company and not contributed to by the negligence of Buyer, its agents, employees, officers or directors or other third parties.
17. Compliance with Laws. By placing an order with Company, Buyer represents, warrants and covenants that:
 - 17.1 Buyer will comply with all applicable laws and regulations of England, the United States, Brazil, Mexico and all other jurisdictions governing the marketing, sale, export and distribution of the Products, including, but not limited to, the U.S. export control laws, the Export Administration Regulations (the "EAR") and the Foreign Corrupt Practices Act of 1977 (the "FCPA"), and the UK Bribery Act 2010. Diversion via export or re-export contrary to U.S. law is prohibited.
 - 17.2 Subject to Section 11.3 herein, Company and Buyer agree that no provision of a statute, regulation, rule or other legislation of any country or state shall be implied into this contract, and that any rights, obligations or remedies arising from such a provision are excluded.
 - 17.3 Buyer has not paid, offered to pay, agreed to pay, or authorized or caused to be paid, directly or indirectly, any money or anything of value to any foreign official (as defined in the FCPA) to induce such official to use their influence to obtain an improper business advantage in connection with the purchase and resale of the Products, nor will Buyer do so at any time in the future.
 - 17.4 To the extent that Seller sells, supplies, or otherwise provides any sensitive goods and/or technologies, in accordance with the lists in Annexes XI, XX, and XXXV of Regulation (EU) No 833/2014, or common priority goods to any third party country, the Buyer understands and agrees that they are prohibited from selling, supplying, providing or re-exporting such sensitive goods and/or technologies or common priority goods to Russia or from selling, supplying, providing or re-exporting them to any other third party for use in Russia.
18. General.
- 18.1 Products (other than Special Products) ordered must be in standard packaging. Minimum acceptable order is US\$200.00 or local currency equivalent as agreed by the Company. Notwithstanding the foregoing, the minimum acceptable order for PPC's Miniflex products is \$800, €700, or £500, as appropriate based on the billing currency identified in the applicable PO or invoice.
- 18.2 All clerical, stenographic, and typing errors are subject to correction.
- 18.3 This Agreement is not assignable by Buyer without the prior written consent of Company. Any attempt to assign any of the rights, duties or obligations of this Agreement without such consent shall be void.
- 18.4 If any provision or provisions of this Agreement, or parts thereof, shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 18.5 References in this Agreement to "including" shall be deemed to mean "including without limitation"; references in this Agreement to "in Company's/its discretion" shall be deemed to mean "in Company's/its sole discretion"; and references in this Agreement to a "claim" or "claims" shall be deemed to mean such a claim or claims whether or not in the form of a lawsuit. The captions in this Agreement are for ease of reference only and shall not in any way affect the meaning or interpretation of this Agreement.
- 18.6 Buyer acknowledges that Buyer has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Buyer agrees further that this Agreement is the entire agreement between Company and Buyer concerning the subject matter hereof, and any proposals, negotiations or representations made prior to or contemporaneously with this Agreement, whether verbal or written, are excluded. Any amendment or modification of this Agreement must be in a writing clearly identifying itself as an amendment to this Agreement and signed by Company's authorized representative.
- 18.7 The official language of this Agreement shall be English, except where applicable law requires otherwise.
19. SPECIAL PROVISIONS: The following additional provisions will apply only to

sales of the applicable indicated Products. In the event of an express conflict between a Special Provision and one of the Terms and Conditions in Sections 1-18 above, these Special Provisions will prevail, and all other Terms and Conditions above shall apply in full.

- A. Belden Cable Management (Racks and Enclosures). Belden cable management products carry a one (1) year warranty. Components not manufactured by Belden, such as air conditioners, fan assemblies and blower units will not be warranted by Belden and will carry the warranty provided by their manufacturer. Because of their size and weight, these products are subject to varying shipping and freight terms. The Cable Management Shipping Policy is available upon request.
- B. Warranty for PPC Broadband Products. PPC warrants that all PPC Products will be free from material defects in workmanship or materials under normal use and service, for a one year period from the date of delivery. This warranty is void if: (i) the Products have been subjected to neglect, accident, or incorrect or improper use, maintenance, repair or storage; (ii) the Products have been altered without PPC's prior written consent; or (iii) spare or replacement parts not furnished or approved by PPC in writing have been used in or on the Products. Warranty claims hereunder must be made promptly and in writing; must recite the nature and details of the claim, the date on which the cause of the claim was first observed and the model number of the Product concerned; and must be received by PPC on or before the expiration of the Warranty Period. If Buyer makes a warranty claim during the warranty period, PPC shall supply repair or replacement parts for the defective Products or components thereof to Buyer free of charge. Buyer must allow the Company on request access to the Products in question if required by the Company in order to inspect them and establish the cause of the defect complained of. An extended warranty for certain PPC products may be available upon request and subsequent agreement between Buyer and Company.