

Belden Sichert and Authorized Affiliates General Terms and Conditions of Sale – Germany
(Revised July 2023)

I. Selling Entities.

- 1.1 These General Terms and Conditions of Sale apply to sales and services from or to Germany, by Belden Sichert GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) with registered seat in Berlin, Germany, organized under the laws of Germany and registered with the commercial register of the local court (*Amtsgericht*) of Charlottenburg under HRB 56708 B and business address at Kitzingstr. 1-5, 12277 Berlin, Germany and certain authorized and commonly controlled affiliates, including, but not limited to, PPC Broadband, Inc. a Delaware corporation, having a place of business at 6176 E. Molloy Rd., East Syracuse, New York 1305 (collectively “**Belden**” or the “**Company**”).
- 1.2 The following terms and conditions shall only apply in relation to persons who, with regard to the contractual relationship, are acting in pursuance of their commercial or freelance occupation (entrepreneurs as defined by Section 14 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) or are legal entities under public law or special funds as defined by public law.

II. Agreement.

- 2.1 The following terms and conditions of sale (“**General Terms and Condition of Sale**”), 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**”) covering the subject matter hereof (collectively this “**Agreement**”), shall apply to all sales and services resulting from Company’s acceptance of Buyer’s order for the products, goods, articles, materials, supplies, components, services, drawings, data or other property as may be described herein or in any purchase order (the “**Products**”). These General Terms and Condition of Sale shall apply to all sales and services of Products, including, but not limited to, Products that the Company makes, assembles, or installs:
 - a. Using parts or components made available or provided by Buyer;
 - b. Using parts or components selected and procured by the Company in accordance with Buyer’s specifications; or
 - c. Using parts or components procured or made by the Company without any Buyer specifications.
- 2.2 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 are hereby rejected by Company (except those that cannot be lawfully excluded) and shall not be incorporated into this Agreement between Buyer and Company. Buyer’s assent to the General Terms and Conditions of Sale set forth herein shall be conclusively presumed from Buyer’s failure to object thereto in writing as well as from Buyer’s acceptance of all or part of the Products.
- 2.3 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 these General Terms and Conditions of Sale hereof, and acceptance of any part of the Products delivered by Company shall be deemed to constitute such assent by Buyer. If the Agreement constitutes an offer, Buyer’s acceptance of such offer is expressly limited solely to these General Terms and Conditions of Sale.

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III. Orders

- 3.1. Any quotation issued by the Company is not an offer to sell the goods or provide the services that 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 goods or services subject to these General Terms and Conditions of Sale. No order will be deemed accepted by the Company unless and until the Company issues a written acceptance of order and/or delivers or ships the goods that are the subject of the Buyer's order (whichever happens first).

IV. Prices.

- 4.1. Prices are as established by Company from time to time, with shipments to be billed at such prices as in effect on the date of the accepted purchase order. Such prices are in Euros unless stated otherwise, 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 which Company is required to pay or collect from Buyer shall be paid by Buyer to Company unless agreed differently between Buyer and the Company.
- 4.2. 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.
- 4.3. If the price of raw materials or auxiliary materials, salaries or other price-relevant economic conditions should rise or drop between the conclusion of the Agreement and the delivery on grounds for which the Company is not responsible, either the Buyer or the Company can request negotiations about price adjustment.

V. 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.
- 5.2. Late payments shall bear interest at the rate of 1-1/2% per month (18% per annum), both before and after judgment until payment in full; provided, however, that in no event shall Company charge interest higher than the maximum rate allowed by applicable law. 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 which may be due (or which the Buyer may allege is due) from the Company to the Buyer whether under these conditions or otherwise, unless Buyer's claims is undisputed by the Company or has been finally determined by a court of competent jurisdiction.

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VI. Terms of Shipment.

- 6.1. The shipment of the Products to Buyer shall be F.O.B. Company's location of shipment (if outside Germany, 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). Full prepaid freight will generally be allowed on shipments of EUR 5,000 or more within Germany/the contiguous European Union, although higher minimum levels may exist in certain pricing structures, such levels to be communicated with the price information.
- 6.2. The risk of accidental destruction or accidental deterioration of the Products is transferred to the Buyer at the time of handing over. However, in the case of a sales shipment by a third party (e.g., freight forwarder), the risk of accidental loss and accidental deterioration of the Products and the risk of delay passes to the Buyer at handover of the Products to the forwarder, carrier or other person carrying out the shipping. This shall apply irrespective of who bears the costs of the shipment.
- 6.3. At the time and location of such 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. 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.
- 6.4. 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. Company may in its discretion ship either in lots or in a single shipment.

VII. Date of Shipment.

- 7.1 Shipping dates are approximate and are based upon conditions existing upon Company's receipt of Buyer's order. Company will, in good faith, endeavor to ship by the estimated shipping date but shall incur no liability for any delay or any damage arising therefrom.

VIII. Cancellation of Order by Buyer.

- 8.1 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 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.

IX. Force Majeure; Right of Rescission in the Event of Inability to Perform.

- 9.1 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,

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lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond the reasonable control of Company.

- 9.2 The Company shall be entitled to rescind the Agreement if, despite entering into transactions in a timely manner, it is not supplied correctly or in a timely manner and other alternatives are unreasonable or have failed and/or if the Company or its suppliers are unable to make timely delivery for reasons that have arisen since entering into the contract or were unknown to the Company or its suppliers and are not in the Company or its suppliers sphere of influence, such as the force majeure events referred to in Section 9.1 above.

X. 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 OR FITNESS FOR ANY PARTICULAR PURPOSE.**

- 10.2 Company warrants to Buyer that the Products are, at the time of delivery to Buyer, free of material and workmanship defects, 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 which 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 which 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.

- 10.3 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; or (iv) use of any spare or replacement parts on the Products that were not furnished or approved by Company in writing.

- 10.4 The Buyer must inspect the Products immediately after receiving them and, if a defect is found, must notify Company in writing without undue delay. Otherwise, the Products are deemed to have been accepted, insofar as a defect that is capable of being identified during proper inspection is concerned. The same applies when the Buyer does not carry out an agreed acceptance or does not carry it out completely or in a timely manner. If a defect subsequently appears, this fact must be notified after discovery without undue delay. Later notifications of defects may be excluded in the Company's sole and absolute discretion.

- 10.5 Insofar as there is a defect that has been notified by the Buyer in a timely manner, Company is entitled to effect subsequent performance in the form of defect rectification or to supply a non-defective item within a reasonable period, as the Company chooses. If the subsequent performance is unsuccessful or is unreasonable for the Buyer, then the Buyer shall be entitled to rescind the Agreement or to request a refund or reduction of the purchase price. However, in

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the case of a minor contract breach, particularly in the case of only minor defects, the Buyer shall not be entitled to any rescission right. The Company can refuse to effect subsequent performance if such performance is associated with disproportionate costs. In all other respects, the statutory provisions on subsequent performance shall apply.

10.6 Rejection of a Product shall not affect transfer of title and risk of loss under Section VI.

XI. Limitation of Liability.

11.1 IN NO EVENT SHALL COMPANY BE LIABLE (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BY WHOMEVER INCURRED OF WHATEVER NATURE, INCLUDING DAMAGES FOR LOST PROFITS, DATA, TIME, REVENUES OR THE LIKE, EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EXCEPT FOR COMPANY'S PATENT INDEMNITY OBLIGATIONS UNDER SECTION 12.2 BELOW, IN NO EVENT SHALL COMPANY'S TOTAL 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. THIS SECTION XI SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

11.2 The foregoing no-liability declaration (Section 11.1 above) does not apply in circumstances where the Company is compulsorily liable, for example (1) pursuant to the German Product Liability Act, (2) due to loss of life, personal injury or damage to health which is attributable to a negligent or intentional breach of obligation by the Company or one of the Company's legal representatives or vicarious agents, (3) if the cause of damage or loss was due to intentional behaviour or gross negligence by the Company or one of the Company's legal representatives or vicarious agents, (4) if the Buyer asserts rights based on a defect arising from a guarantee regarding the product qualities or the particular duration of a product quality, (5) the Company negligently breaches a fundamental contractual obligation whose fulfilment is what makes the due performance of the contract possible at all and whose fulfilment may be usually relied upon by the contract partner (cardinal obligation), or (6) recourse claims in the consumer goods purchase delivery chain (§ 445a of the German Civil Code (BGB)) are involved.

11.3 If the Company negligently breaches a cardinal obligation, its obligation to pay damages is limited to the contract-typical, foreseeable loss, if no intentional or grossly negligent behaviour is involved, and/or the Company is not liable due to loss of life, personal injury or damage to health.

11.4 All claims brought against the Company based on a material defect or a defect in title become time-barred twelve (12) months after the legal commencement of the warranty, unless the German Product Liability Act or another Act, particularly § 431 paragraph 1, number 2 of the German Civil Code (Construction and Items for Construction), § 445b of the German Civil Code (Recourse Claims in the Purchase Delivery Chain) or § 634a paragraph 1, number 2 of the German Civil Code (Building Defects), prescribes a longer limitation period. The time-barring of claims based on liability for damage or loss arising out of the loss of life, personal injury or damage to health which occurs due to a negligent or intentional breach of obligation by the Company or one of the Company's legal representatives or vicarious agents, and for other damage or loss that is due to an intentional or grossly negligent breach of obligation by the Company or one of the Company's legal representatives or vicarious agents, shall be determined pursuant to the statutory provisions.

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XII. 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, dies 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 German, European, 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 German, European, U.S., or foreign 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 remedies for damages resulting from the infringement or claimed infringement of any German, European, U.S., or foreign patent by the Products (regardless of the form of action) are exclusively limited to the provisions of this Section 12.2.

XIII. Changes in Products.

The 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.

XIV. Governing Law; Venue; Limitation of Actions.

- 14.1. This Agreement and General Terms and Conditions of Sale shall be governed by the laws of Germany, without recourse to the German rules of private international law. 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 concerning this Agreement and General Terms and Conditions of Sale and/or any other agreement entered into on the basis of this Agreement and General Terms and Conditions of Sale shall be brought in the courts of Berlin, Germany.

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- 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:
- 14.4. 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.

XV. Confidential Information.

- 15.1. 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.

XVI. Indemnity.

- 16.1. 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.

XVII. Compliance with Laws.

- 17.1. By placing an order with Company, Buyer represents, warrants and covenants that:
- 17.1.1. Buyer will comply with all applicable laws and regulations, including, but not limited to, all applicable laws and regulations of Germany, European Union, and the United States, and all other jurisdictions that may govern the marketing, sale, export and distribution of the Products, including, but not limited to the applicable export control laws, the Export Administration Regulations (the "EAR") and the Foreign Corrupt Practices Act of 1977 (the "FCPA"), the UK Bribery Act and any other relevant corruption and anti-bribery regulations. Diversion via export or re-export contrary to U.S. or any other applicable law is prohibited.
- 17.1.2. The Company and Buyer agree that no provision of a statute, regulation, rule or other legislation of any country or state other than Germany shall be implied into this contract, and that any rights, obligations or remedies arising from such a provision are excluded.
- 17.1.3. 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 by applicable law) to induce such official to use their influence to obtain an improper

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business advantage in connection with the purchase and resale of the Products, nor will Buyer do so at any time in the future.

XVIII. General.

- 18.1. Products (other than Special Products) ordered must be in standard packaging. Minimum acceptable order is EUR 200.00 or local currency equivalent as agreed by the Company. Notwithstanding the foregoing, the minimum acceptable order for the Company's Miniflex products is \$800, or any corresponding currency amount.
- 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.