

[www.prysmiancanada.com](http://www.prysmiancanada.com)

Customer address  
 IEWC CANADA  
 224 DON HILLOCK DR, UNIT 3 & 4  
 AURORA-ONTARIO ON L4G 0G9  
 CANADA

Delivery address  
 IEWC CANADA  
 224 DON HILLOCK DR, UNIT 3 & 4  
 AURORA-ONTARIO ON L4G 0G9  
 CANADA

Quotation	
Document number	Document date
<b>7510006092</b>	<b>OCT.03.2017</b>
Valid to:	Nov,02,2017
Contact:	Jackie Childers
Phone:	800-879-9862
Fax:	828-459-8444
E-mail:	jackie.childers@prysmiangroup.com
Territory Number:	SOS
Partner Number:	75100253
Customer Order:	
Customer Order Date:	Oct,03,2017
Sales Office :	CA C. Isetts
Page	1 of 3

**Delivery terms:** DDP DESTINATION  
**Freight terms:** Ppd> \$5000 Cont. US  
**Payment terms:** Net 30 days  
**Gross Weight:** 68 KG      **Net weight:** 16 KG

Currency: USD

Item	Material Description	Quantity	Price	Value
10	<b>M-MDU829IV-00-B3-001-E7</b> MDU Indoor Plenum Cable - Ivory Jacket 900um Tight Buffered, OFNP/FT6 Flame Rated 1 Fiber 7.5mm rated BIF (ITU G.657.A2, G.657.B3 and G.652.D). 0.4/0.4/0.3 dB/km at 1310/1383/1550 nm (1383 nm uncabled) Complies with GR-409  LEAD TIME IS 2-3 WEEKS ARO	2,000 M	449.23/1000 M	898.46
<b>Cust. Item</b>	<b>Cust. Material</b>	<b>Plant</b>	<b>Description</b>	
		CA20	Edmonton	
<b>Packing material</b>	<b>Ind.Lengths</b>	<b>Tolerances</b>	<b>Status</b>	
DWU036G - 36 x 26 x 18 Wood Reel	1 X 2,000 M	-0/+0%		
<b>Conf. Qty</b>				
2,000 M				
<b>Net Value</b>			<b>898.46</b>	
<b>GST/HST</b>			<b>13.000%</b>	<b>116.80</b>
<b>Total</b>			<b>1,015.26</b>	

**GST/HST #869736694 QST #1021072199**

PST# BC 1005-8853, MB 869736694, SK 0824409  
 Prysmian Cables and Systems Canada LTD  
 137 Commerce Drive, Johnstown, Ontario K0E 1T1 613-925-5913  
[www.prysmiancanada.com](http://www.prysmiancanada.com)

## Quotation

Document number	Document date
<b>7510006092</b>	<b>Oct,03,2017</b>

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**"BY ACCEPTING THE PRYSMIAN QUOTATION AND SUBMITTING A PURCHASE ORDER, THE CUSTOMER AGREES TO BE BOUND TO THE ATTACHED PRYSMIAN TERMS AND CONDITIONS ."**

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**GST/HST #869736694 QST #1021072199**

PST# BC 1005-8853, MB 869736694, SK 0824409

Prysmian Cables and Systems Canada LTD

137 Commerce Drive, Johnstown, Ontario K0E 1T1 613-925-5913

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#### Terms and Conditions

1. All quotations are subject to change or withdrawal without notice. Orders shall not be considered accepted until acknowledged on Seller's order acknowledgment form. Acceptance is expressly limited to the terms and conditions stated herein regardless of any other forms of Customer.
2. All estimates as to deliveries are based upon conditions prevailing at date of quotation. In the event of delays in delivery, Seller shall not be liable therefore and Buyer agrees to accept such deliveries when made by Seller. Failure of any delivery shall not be deemed to impair the value of nor to breach the contract as to other deliveries. If Seller's ability to manufacture or deliver the material is interrupted or impaired for any of the following causes: inadequacy of labor, fuel, power, metals or other materials, facilities or supplies, strikes, war, blockades or embargoes; acts or requirements of any state or the Federal government or any departments or agencies thereof; or by any other cause whatsoever beyond the reasonable control of the Seller, whether of a similar or different nature than the foregoing, the Seller shall have the right to allocate its available production and deliveries to or among any or all of its customers on such basis as it may elect in its sole discretion, and may cancel in whole or in part the Buyer's order or contract with respect to such material, without liability of either party to the other. Unless the Seller has in writing expressly agreed to the contrary, Seller reserves the right to cancel Buyer's order or contract, and without prejudice to any other lawful remedy, to charge the Buyer for any accumulated storage charges, if the Buyer does not give instructions for shipment within nine months from the date of the Seller's acceptance.
3. Payment of Seller's invoice, whether or not such invoice covers the entire order, shall be made in accordance with the terms of payment which are effective on the date of invoice. Cash discounts, when allowed, do not apply to transportation charges or containers. 4. If the Buyer fails to fulfill the terms of payment of any invoice or if the financial responsibility of Buyer shall become impaired or unsatisfactory to Seller, or if necessitated by any acts or requirements of any government authority, Seller reserves the right to change terms of payment, and/or deter or discontinue further shipments, without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Buyer's credit standing are received by the Seller, or until such acts or requirements of such governmental authority shall have been complied with. Seller also reserves the right in the case of any of the foregoing events to cancel the contract, in which event Buyer shall compensate Seller for any commitments, obligations, expenditures, expenses and costs Seller may have incurred in connection with the contract. Seller may charge the Buyer interest at 1% per month on any past due payments from the due date until paid or collected, together with all costs and expenses of collection including attorneys' fees and costs. The foregoing rights are without prejudice to any other remedy, including without limitation the right to reclaim any material received by Buyer on credit while insolvent. Each shipment by Seller shall be considered a separate transaction and if payment is not received therefore within the periods specified herein, Seller may bring a separate suit to recover the contract price of each such shipment.
5. Seller may store product without charge to and at the sole risk of Buyer for a period of thirty days after product is ready for shipment and has been paid for in full on Seller's terms. After the expiration of thirty days, storage and handling costs will incur and be at the sole risk of, for the account and at the expense of Buyer.
6. Seller is not liable for infringement of any patent, domestic or foreign, arising out of Buyer's use, installation or resale of Seller's products. If such products are manufactured by the Seller in accordance with the Buyer's instructions or specifications, Buyer will hold Seller harmless from liability or expense of any kind or nature whatsoever based on or arising out of any claim for infringement of any patent, domestic or foreign.
7. Returnable reels, spools, lagging, cases and other returnable packaging or containers are and remain the property of Seller and are provided for transportation purposes only. Returnable reels and packaging are subject to Seller's Standard Agreement for Reels and Lags and Buyer acknowledges that it has read and is familiar with the terms governing the deposit and return for reels, lagging and packaging.
8. Seller warrants that the product sold hereunder is of its standard quality. Seller's liability and responsibility shall be limited solely to the repair or replacement at Seller's discretion of any product which does not conform substantially to the specifications to which the product was manufactured, provided that written notice of such non-conformance or defect is given to Seller within one (1) year from the date of shipment. All replacements by Seller under this warranty shall be provided free of charge, F.O.B. original point of delivery. Lengths of cable for which replacement has been made, at the option of Seller, shall become property of the Seller and shall be returned to it F.O.B. Buyer's location. Owing to the hazards related to the installation and operation of submarine cable, the responsibility for submarine cable shall terminate when the cable has met successfully the factory tests prescribed by the specifications to which the cable was manufactured. NOTICE: THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF, AND SELLER EXPRESSLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY OR AT COMMON LAW, EXPRESS OR IMPLIED, INCLUDING SPECIFICALLY BUT WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR USE OR PURPOSE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, SELLER SHALL BE LIABLE UNDER THE ABOVE-STATED WARRANTIES ONLY FOR THE REPAIR OR REPLACEMENT OF PRODUCT, AND SHALL IN NO EVENT BE LIABLE FOR REMOVAL, REINSTALLATION, OR THE COSTS OF OVERHEAD AND LABOR FOR SUCH REMOVAL OR REINSTALLATION. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES INCURRED BY BUYER OR ITS CUSTOMERS, OR ANYONE CLAIMING THROUGH BUYER (INCLUDING BUT NOT LIMITED TO LOSS OR PROFIT, USE, PRODUCTION, RAW MATERIALS OR END PRODUCTS) OR FOR ANY OTHER CLAIM FOR DAMAGES ARISING OUT OF THE PURCHASE, DELIVERY, INSTALLATION, REMOVAL OR USE OF PRODUCT OR EQUIPMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.
9. Prices do not include sales, use, excise, VAT or similar taxes. In addition to the price specified herein, the amount of any such present or future tax applicable to the sale of the materials hereunder shall be paid by the Buyer.
10. All tools, dies and fixtures covered by tooling charges quoted herein shall remain the property of Seller.
11. Stenographic and clerical errors are subject to correction by Seller, but the contract shall not otherwise be modified or rescinded except by a writing signed by the parties.
12. By accepting the Prysmian Quotation and submitting a Purchase Order, the customer agrees to be bound to these Terms and Conditions.