



GENERAL ORDER INFORMATION

FOR CANADIAN CUSTOMERS

Alcan Cable
Division of Alcan Inc.

Issued October 2005
Supersedes All Previous Issues



GENERAL ORDER INFORMATION FOR CANADIAN CUSTOMERS

WHERE TO PLACE ORDERS

All orders should be sent to your local Alcan Cable manufacturers' rep or to the Alcan Cable Customer Service Department at the following location:

Alcan Cable
Division of Alcan Inc.
3773 Chemin Cote Vertu, Suite 460
Ville St-Laurent, QC
H4R 2M3

Toll Free Telephone : 1-800-661-1451
Toll Free Fax : 1-800-661-8985

ORDER ACCEPTANCE

Orders are subject to acceptance by Alcan Cable and subject to the terms and conditions shown in Attachment 1. Such terms and conditions may not be varied or added to unless accepted and acknowledged in writing by Alcan Cable. Any inconsistent terms on a Buyer's order or confirmation will not be binding on Alcan Cable. No inventory holds shall be accepted. All stock items are subject to prior sale.

ORDER CHANGES

A change from the original order after Alcan Cable's acknowledgement of the order has been issued may require a revised price and shipping schedule. In the event that Alcan has expended manpower and/or secured material which is not suitable for use with the revised order, change order charges may be imposed.

SHIPMENT DEFERMENT POLICY

Requests to defer shipment of any portion of an order will be considered individually. Deferral charges may be assessed. Such charges will be equal to Alcan Cable's actual costs incurred prior to acceptance of deferral and will be payable within 30 days of the date of invoice for the charges.

In the event it is necessary to store material purchased or processed for the order deferred, reasonable storage and handling charges may be made to the purchaser's account. These charges shall not be credited against invoices for the ordered product.



RETURN POLICY

Prior written permission from Alcan Cable is required before any returns on material will be accepted. Alcan Cable will not accept any material without prior written permission. With all returned orders, a 20% restocking fee, based off of the invoice price (plus freight) will be charged. Returns must be standard stock material in good condition.

ORDER CANCELLATION POLICY

Accepted orders shall be subject to cancellation charges in the amount of Alcan Cable's costs incurred, direct or indirect, prior to receipt of written notice of cancellation plus an additional charge computed at 15% of the total order price computed as of the date of receipt of notice of cancellation. The additional charge of this cancellation provision shall not apply if the project for which buyer ordered the product has been cancelled and buyer has no need for the product from any other supplier.

ZONE AREAS

Zone prices are charged as applicable based on the location of the shipping destination in accordance with the Zone areas described below:

Zone 1 All common carrier points in Ontario except points West of straight line from Wawa to Hearst. All common carrier points in Quebec Except Sept Iles and Wabush

Zone 2 New Brunswick, Nova Scotia, Manitoba, Saskatchewan, Prince Edward Island and that portion of Ontario not covered by Zone 1

Zone 3 Newfoundland, Alberta, British Columbia, Sept Iles and Wabush

TERMS OF PAYMENT AND PAYMENT TERMS

| | |
|----------------------------|---|
| Building Wire & Teck Cable | 2% 15th prox., net 30 days from date of invoice |
| Service Cable | 1% 30 days from date of invoice |
| Bare Conductor | Net 30 days from date of invoice |

Interest is charged on overdue accounts at a rate of 1.5% per month (18% per annum).

All orders are subject to credit approval.

PRICING

Prices are those in effect at time of shipment and are subject to change without notice.

All sales taxes are extra.



MINIMUM BILLING

The minimum invoice value for goods sold will be C\$1,000. In cases where the unit of measure times the unit price for goods sold do not amount to C\$1,000 or more, a surcharge will be added.

DELIVERY AND TRANSPORTATION TERMS

On orders with a net invoice value of C\$5,000, taxes excluded, zone prices apply. FOB Shipping Point, Freight Prepaid to Distributor's warehouse or the buyer's Stores department.

For any sale less than C\$5,000 or where shipment is direct to a Distributor's customer, orders will be shipped FOB Shipping Point, Freight Collect or Freight Prepaid and Charged.

All shipments will be made via common carrier. Any special shipping instructions must be stated at time of order. Specialized transportation equipment is subject to availability and additional charges based on shipping destination.

In case of Buyer's pick up, shipment is FOB Shipping Point and Alcan Cable will not deliver or bear any cost of shipment or transportation or make allowance with respect thereto, beyond loading on Buyer's truck, whether owned by, leased to or otherwise under contract to Buyer.

CUTTING POLICY

| | |
|----------------------|---|
| Bare Conductor | Supplied in standard lengths. No cutting permitted. |
| Service Cable | No cutting from standard package. Long Length Reels - \$75.00 each |
| Building Wire & Teck | No cutting from standard package. Long Length Reels - \$75.00 each |
| Flagging Charges | \$75.00 each |

MINIMUM MILL ORDERS

Orders for all products requiring a mill production run to fill order are subject to minimum order quantities. These will vary by product type and size. Please contact Alcan Cable for specific information.

ATTACHMENT #1

STANDARD CONDITIONS OF SALE



1. ENTIRE AGREEMENT. Orders are accepted and materials are delivered only subject to these Standard Conditions of Sale. Unless expressly set forth herein or another document signed by an authorized representative of the Seller, any qualifications of these Conditions, or anything contrary to or inconsistent with any of these Conditions, or any additional conditions, must be deemed to be and will be treated as inapplicable and of no effect. The acknowledgement of Seller's Sales Order, together with the Purchaser's Order to the extent that it is not inconsistent with these Standard Conditions of Sale, and these Standard Conditions of Sale constitute the whole contract between the Seller and the Purchaser for the sale and purchase of the material designated on the front hereof, and such contract shall be construed in accordance with the law of the Province of Ontario.

2. TERMS OF SALE. Unless expressly set forth on the front hereof or otherwise agreed in writing, all materials are sold F.O.B. shipping point freight prepaid and allowed. Seller retains the right to designate routing and the method of transportation unless otherwise agreed. Upon delivery of the materials to the carrier, or other due tender of the materials for delivery, at the F.O.B. point, all risk of loss or damage and other incidents of ownership pass to Buyer. All of Seller's products are carefully inspected and packed before shipment and are receipted for by carrier in good condition. If there is any evidence of injury to containers, packing or contents, Buyer should not receipt to carrier "in good condition" but should give receipt according to facts. In a case of injury by carrier, Seller will, if requested by Buyer, make claims on behalf of Buyers provided the necessary data to substantiate such claims is submitted within the applicable statutory period. In a case where Seller has compensated Buyer for injury to Buyer's goods caused by carrier, Buyer's claim against carrier shall be deemed assigned to Seller and Buyer shall execute whatever document is required to formalize such assignment of claim to Seller and Buyer hereby directs carrier to pay to Seller any proceeds of such claim.

3. TERMS OF PAYMENT. Unless expressly set forth on the front hereof or otherwise agreed in writing the terms of payment for all shipments made hereunder will be 30 days from date of invoice. Seller will be entitled to charge interest on any overdue amounts at the rate of 1.5% per month (18% per annum). Notwithstanding the foregoing, Seller shall be entitled to refuse, modify or withdraw extension of credit. If Buyer is in default of any of the terms hereof, or any other contract with Seller, Seller may, at its option, suspend fabrication and /or shipment until such default is made good; and Seller may elect to treat such default as final refusal to accept further shipments hereunder and cancel this contract without prejudice to claims for materials shipped and cancellation charges.

4. SALES TAXES. Unless otherwise stated herein, the Seller's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices quoted, Buyer shall pay to the Seller the amount of all the present or future sales, use, excise or similar taxes which the Seller is required to pay or to collect in connection with Buyer's order. In the event that the contracted price is stated to be inclusive of any given tax, Buyer shall pay to the Seller any excess amount which the Seller is required to pay or to collect by virtue of a change in the rate of application of such tax.

5. PRICES. Material will be invoiced at Seller's prices prevailing at date of shipment, prior quotations or order acknowledgements notwithstanding.

6. SALES FROM INVENTORY. Orders for materials in stock or in warehouse are accepted subject to claims for such materials arising out of prior commitments or previous sales.

7. WARRANTY. Seller warrants that (a) the materials covered by this contract will conform to the description thereof set forth in this contract with the specifications and tolerances, unless otherwise specified, as shown in the appropriate Data Sheets of the Seller in force on date of this contract; (b) such materials will not be defective in material or workmanship; and (c) the title to such material will be clear and free from encumbrances. This warranty is in substitution for and excludes all express or implied conditions, warranties or liabilities of any kind relating to the materials sold whether as to fitness for use, and merchantability or otherwise and whether arising under statute or in tort or by implication of law or otherwise and in particular, a condition, warranty or guarantee to the effect that the material to be delivered hereunder is

suitable for use under any specific conditions or for any specific purpose although such conditions or such purpose may be known to the Seller. If Seller is notified within thirty (30) days (or period specified on the front hereof) after receipt of such materials by Buyers that there is a breach of any warranty by Seller, then, after the Seller has inspected the materials and the Buyer and Seller have mutually agreed that there is a breach of warranty, Seller, at its option, will repair, replace or exchange such materials for refund of the purchase price. Seller shall not be liable for any design assistance provided to the Purchaser, regardless of any special knowledge Seller possesses concerning the intended use of the product purchased, and Purchaser acknowledges that it has not relied on Seller's advice, if any, as to the suitability of either the design or alloy for its intended purpose. The remedies provided herein shall be Purchaser's exclusive remedies for breach of any warranty. In no event will Seller be liable for any lost income, loss of profits, or consequential, incidental or indirect damages resulting from any breach, default or delay of performance by Seller under this contract. Every right, exemption from liability and defense of whatever nature to which the Seller is entitled hereunder shall extend to protect every agent or employee of the Seller and for their purpose of the foregoing provision the Seller shall be deemed to be acting as agent or trustee on behalf of its employees and agents.

8. END USE RESPONSIBILITY. Purchaser warrants and represents that it is using the materials by itself or in conjunction with other products and materials in a manner that is safe and effective and meets all legal standards, both express and implied, for safety and effectiveness.

9. PATENT INDEMNIFICATION. The Purchaser shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable through any work required to be done in accordance with the Purchaser's specification, which involves an infringement of a patent, trademark, copyright or registered design.

10. SHIPPING PREDICTIONS. Shipping predictions shall be calculated from the date of receipt at the Seller's works of full manufacturing details. Any time or date named by the Seller for shipment is given and intended only as an estimate, and the Seller shall not be liable for any damages resulting directly or indirectly for any delay in shipment.

11. FORCE MAJEURE. The Seller shall not be liable for any delay in the fulfillment of or failure to fulfill this order for any cause beyond the control of the Seller or, without prejudice to the generality of the foregoing, in case of Act of God, war, riots, fire, explosion, flood, earthquakes, strikes (including strikes at facilities of Seller or its affiliates), lockout, injunction or inability to obtain from the Seller's customary and then existing sources, supplies of power, fuel, raw materials, finished products, labour, transportation facilities, or Government allocation (including allocation at request of or in cooperation with Government) preventing the manufacture, shipment, acceptance or consumption of a shipment of goods or material upon which the Seller is dependent. If, because of any such circumstances, the Seller is unable to supply the total demand of the Seller's business, the Seller's obligation shall be reduced to the extent necessary in the Seller's judgment to allocate in an equitable manner among its customers (including divisions, subsidiaries and affiliates of the Seller) including new customers and those not under contract, the materials of a kind covered by this order then available for delivery and such quantity as may be manufactured in the ordinary course of business or received from the Seller's customary and then existing sources of supply. The Seller shall not be required to increase its taking from any other source of supply or to purchase any supply of materials of the kind covered by this order to replace the supplies curtailed or cut off. Any materials not shipped when due for any cause hereinbefore mentioned may be cancelled by the Seller or the Purchaser, upon payment of the Seller's usual cancellation charges, if any, but the contract shall not otherwise be affected.

12. CANCELLATION. In the event that Buyer cancels an order, Buyer shall pay Seller as liquidated damages the full purchase price for such materials as are completed and at equitable prices for such materials as are in process at time of cancellation, which price shall include the cost of materials acquired by the Seller together with a reasonable allowance for overhead and profits on work performed.