



# GENERAL ORDER INFORMATION

grounded in service  
**wired to innovate.™**

Alcan Cable  
Division of Alcan Products Corporation

Issued March 2009  
Supersedes issue dated November 2007

# GENERAL ORDER INFORMATION



## WHERE TO PLACE ORDERS

All orders should be sent to Alcan Cable's local Representatives or to Alcan Cable, Division of Alcan Products Corporation, in care of the Commercial Services Department at the following location:

Alcan Cable  
Division of Alcan Products Corporation  
Three Ravinia Drive  
Suite 1600  
Atlanta, Georgia 30346-2133  
Fax: (770) 395-0005

## ORDER ACCEPTANCE

Orders are subject to acceptance by Alcan Cable in Atlanta, Georgia, 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 Customer's order or confirmation will not be binding on Alcan Cable.

## 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 handling charges may be made to the purchaser's account. These charges shall not be credited against invoices for the ordered product.

## 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 Customer ordered the product has been cancelled and Customer has no need for the product from any other supplier.

## RETURN POLICY

All returns will be accepted or denied at the sole discretion of Alcan Cable. If a return is accepted the following policy applies.

Prior written permission from Alcan Cable is required before any return of material is accepted. Requests for return of product with an invoice date one year or older from the date of the return request will not be



## **RETURN POLICY cont'd**

approved. The product must be returned to Alcan Cable within 15 days of receipt of a Return Material Authorization number or the permission to return will be null and void.

A restocking charge of 20% of the product value will be assessed for authorized returns of standard stock material in re-sellable condition. The product value is determined as either the invoiced price or the current market level, whichever is lower. Also, the customer is responsible for original outbound and return freight costs associated with the return.

## **DELIVERY AND TRANSPORTATION TERMS**

### **Method and Agency**

Alcan Cable will select the method and agency of transportation and any additional packing, shipping and transportation charges resulting from compliance with Customer's shipping instructions, shall be for the Customer's account. In case of Customer pick-up, The Customer's truck is the destination and Alcan Cable will not deliver or bear any cost of shipment or transportation, or make allowance with respect thereto, beyond loading on Customer's truck, whether owned by, leased to, or otherwise under contract to Customer. Alcan Cable shall have the right to make delivery in installments.

### **Utility Products**

Sales are F.O.B. origin, freight prepaid within the continental United States (excluding Alaska and Hawaii), on each release of 5,000 lbs. (conductor weight) or more for shipment to one destination at one time. Releases by Customer requiring shipments of less than 5,000 lbs. are sold F.O.B. freight collect on Customer's named carrier. Shipments to points outside the continental United States of 5,000 lbs. or more will be made F.O.B. shipping point with freight prepaid to port of export.

### **Building Wire Products**

Sales are F.O.B. origin, freight prepaid within the continental United States (excluding Alaska and Hawaii), on each release of 2,000 lbs. (conductor weight) or more for shipment to one destination at one time. Releases by Customer requiring shipments of less than 2,000 lbs. are sold F.O.B. shipping point, freight collect on Customer's named carrier. Shipments to points outside the continental United States of 2,000 lbs. or more will be made F.O.B. shipping point with freight prepaid to port of export.

## **TERMS OF PAYMENT AND PAYMENT TERMS**

For Utility Products, Alcan Cable's standard terms are net cash 30 days from date of invoice. For Building Wire products terms are 2% - 10th Prox. Net 30th Prox. All orders are subject to credit approval. For accounts that are consistently delinquent beyond standard terms, Alcan Cable reserves the right to assess a delinquency charge on any overdue amount at the rate of one and one-half percentage point (1.5%) per month (annual percentage rate eighteen percent (18%)). Said delinquency charge shall be imposed without prior written notice from Alcan Cable to Customer. The order acknowledgement shall constitute an agreement between Alcan Cable and Customer to assess Customer delinquency charges at the aforesaid rate on any overdue amount. If Alcan Cable shall retain a collection agency and/or attorney to collect amounts overdue, the collections costs, including attorney's fees, shall be payable by Customer.

## **MINIMUM BILLING**

The minimum invoice value for goods sold will be \$500. In cases where the unit of measure times the unit price for goods sold do not amount to \$500 or more, a surcharge will be added to each invoice to bring the invoice value to \$500.



## RETURNABLE REEL POLICY

### REEL DEPOSITS

Returnable reels are the property of Alcan Cable. To assure the prompt return of these reels to Alcan, a deposit is required for each returnable reel shipped to a customer.

<u>Reel Designation</u>	<u>Deposit</u>
RM 66:32	\$900.00
RM 68:38	\$1,000.00
RMT 84:36	\$1,400.00
RMT 84:45	\$1,500.00
RMT 90:45	\$1,600.00
RMT 96:60	\$2,000.00

Reel deposit terms are net cash 30 days from date of invoice.

### REEL RETURN POLICY

Reels returned within 1 year from date of invoice will receive a 100% deposit refund. Reels returned within 2 years from date of invoice will receive a 75% deposit refund. For reels outstanding for more than 2 years, please contact Alcan Cable Sales department at (800) 347-0571 for refund amount.

Normal wear is expected on reels returned. If a reel is returned with exceptional damage which makes the reel unusable, Alcan Cable reserves the option to refuse acceptance and retain the reel deposit, or to repair the damage and deduct the charges from the customer's refund.

### REEL RETURN PROCEDURE

Returnable reel procedures and refund provisions only apply to returnable reels. Customer shall contact Alcan Cable Sales department, Three Ravinia Drive, Suite 1600, Atlanta, Georgia 30346-2133, or call (800) 347-0571. You may leave a message by selecting menu option #8 and provide the following information: customer name, phone number, number of reels, reel size, and phone number and address of location from which reels are to be returned. Alcan Cable will coordinate reel transportation. Customer shall ship, freight collect, via Alcan Cable's designated carrier. Customer shall prepare a bill-of-lading or manifest to accompany the reels, which should include the quantity of reels, date of return, origin, and destination designated by Alcan Cable. Excess transportation costs resulting from shipping other than in accordance with the instruction given by Alcan Cable will be deducted from the reel refund or charged to Customer's account.



## MINIMUM MILL ORDERS

### OVERHEAD BARE ALUMINUM CONDUCTOR

Orders for bare conductor requiring mill production run to fill order are subject to the following minimum quantities:

<u>Stranding - No. of Wires</u>	<u>Minimum Quantity - Pounds</u>
Solid	5,000
7 - 8	7,500
9 - 37	14,000
38 - 91	20,000
Over 91	36,000
Any Non-Specular Stranding	32,000

### OVERHEAD COVERED ALUMINUM WIRE AND MULTIPLEX CABLE

Orders for covered conductor requiring mill production run to fill order are subject to the following minimum quantities:

<u>Product Type</u>	<u>Minimum Quantity - Feet</u>
Line Wire	30,000
Duplex	30,000
Triplex	25,000
Quadruplex	15,000

### 600 VOLT UNDERGROUND DISTRIBUTION CABLE

Orders for covered conductor requiring mill production run to fill order are subject to the following minimum quantities:

<u>Product Type</u>	<u>Minimum Quantity - Feet</u>
Single Conductor	30,000
Parallel Conductors	25,000
Duplexed Conductors	30,000
Triplexed Conductors	25,000
Quadruplex Conductors	15,000

### ALUMINUM BUILDING WIRE

Orders for aluminum building wire are subject to a \$500.00 minimum invoice value.



## INDUSTRY TOLERANCES

Alcan Cable will supply cable in accordance with industry allowed tolerances which govern the manufacture and shipment of wire and cable. Some cable products can be supplied with tighter tolerances than normally allowed. Exceptions to this must be approved in writing between the Customer and Alcan Cable.

### INDIVIDUAL PACKAGING TOLERANCES FOR DIRECT CUSTOMER SHIPMENTS

<u>Category</u>	<u>Unit</u>	<u>Size</u>	<u>Package Tolerance</u>
Bare*	Feet	All Sizes	± 5%
Service*	Feet	All Sizes	± 10%
Building Wire*	Feet	All Sizes	± 10%
MC Cable	Feet	All Sizes	± 5%

\*Standard packages are described in the Aluminum Association publication "Packaging Standards for Aluminum Conductor and ACSR".

### SHIPPING TOLERANCES FOR DIRECT CUSTOMER SHIPMENTS

SHIPPING QUANTITY TOLERANCE  
(Percent Variance Allowed from Item Quantity Ordered)

<u>Product Type</u>	<u>Unit</u>	<u>Qty. Ordered</u>	<u>Tolerance</u>
Bare	Feet	All	± 5%
Service	Feet	Less than 25,000 ft.	± 10%
	Feet	25,000 ft. or more	± 5%
Building Wire	Feet	All	-0%, +5%



## ATTACHMENT 1

### TERMS AND CONDITIONS OF SALE

WHERE TO PLACE ORDERS: All orders should be sent to Alcan Cable, Division of Alcan Products Corporation ("Seller"), in care of the Sales Administration Department at the following location:

Alcan Cable  
Division of Alcan Products Corporation  
Suite 1600, Three Ravinia Drive  
Atlanta, Georgia 30346-2133

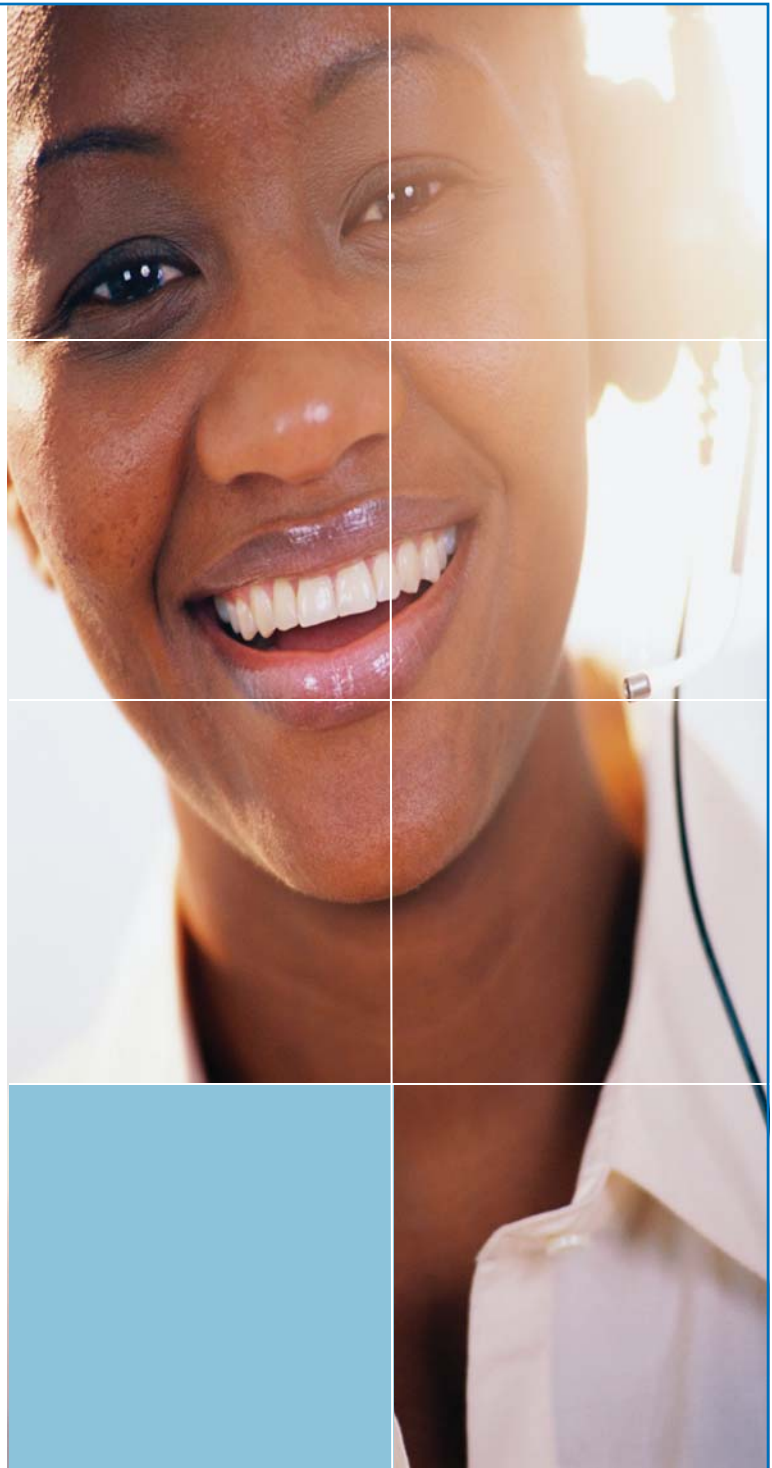
1. **ORDER ACCEPTANCE: ENTIRE AGREEMENT.** Orders are subject to acceptance by Seller at its offices in Atlanta, GA, and are accepted and products are delivered under the express condition that Buyer assent to these Terms and Conditions of Sale (herein "Conditions"), as evidenced either by Buyer's signing Seller's Order Acknowledgement, or Buyer's failure to object within fourteen (14) days after the Order is accepted, or Buyer's acceptance of the products. These Conditions serve as Seller's rejection of anything inconsistent with or additional thereto, which shall be inapplicable and of no effect unless expressly agreed to by Seller in another written document. Seller's General Order Information, Quotation, Order Acknowledgement or Invoice with these Conditions, together with Buyer's order, to the extent not inconsistent with these Conditions, constitute the entire Agreement between the Seller and the Buyer for the sale of the products. No attempted change, modification, limitation, waiver, termination, rescission or discharge of the Agreement shall be effective unless in another written document signed by both Buyer and Seller.
2. **ORDER CHANGES:** A change from the original order after Seller's Order Acknowledgement has been issued may require a revised price and shipping schedule. In the event that Seller has expended manpower and/or secured product which is not suitable for use with the revised order, change order charges will be imposed.
3. **SHIPMENT DEFERMENT** Requests to defer shipment of any portion of an order will be considered effective only if accepted in writing by Seller. If the new shipment date is more than sixty (60) days after the original shipment date, deferment charges will be assessed. Such charges will be equal to Seller's actual costs incurred prior to acceptance of deferment and will be payable within thirty (30) days of the date of invoice for the charges. Such charges, when paid, will be credited against the final invoice for the product when shipped. In the event it is necessary to store product purchased or processed for the order deferred, reasonable storage and handling charges shall be made to the purchaser's account. These charges shall not be credited against invoices for the ordered product.
4. **ORDER CANCELLATION POLICY.** Accepted orders shall be subject to cancellation charges in the amount of Seller's costs incurred, direct or indirect, prior to receipt of written notice of cancellation plus an additional charge representing liquidated damages of 15% of the total order price computed as of the date of cancellation. The additional charge of this cancellation provision shall not apply if the project for which buyer ordered the product has cancelled and buyer has no need for the product from any other supplier.
5. **PRICES:** Product will be invoiced at Seller's prices as specified in Seller's Quotations or Order Acknowledgements, which may include a price adjustment clause.
6. **MINIMUM BILLING:** The minimum invoice value for products sold will be \$500.00. In cases where the unit of measure times the unit price for products sold does not amount to \$500.00 or more, a surcharge will be added to each invoice to bring the invoice value to \$500.00.
7. **TERMS OF PAYMENT AND PAYMENT TERMS:** For Utility Products Seller's terms are net cash thirty (30) days from date of invoice, subject to credit approval. For Building Wire Products terms are 2% -- 10th prox. net 30th prox., subject to credit approval. Seller shall be entitled to refuse, modify, or withdraw extension of credit at any time. Buyer represents that Buyer is not commercially insolvent. Buyer will pay Seller interest on any overdue amounts at the maximum legal rate of interest, together with all costs of collection including, but not limited to, reasonable attorneys' fees. If Buyer is in default under this or any other agreement with Seller, then Seller upon written notice to the Buyer may suspend fabrication and/or shipment under this agreement for a period of thirty (30) days. If within that period the Buyer has not rectified all such defaults, then Seller may cancel this Agreement or any balance of shipments immediately without prejudice to claims for payment for products already shipped or ready for shipment or for damages (including cancellation charges) for work already begun or commitments, obligations, expenditures, expenses or costs incurred in relation to the order. Seller can credit against amounts due hereunder any amounts owed to Buyer by Seller or its affiliates. Each delivery by Seller shall be considered a separate transaction and be invoiced separately without regard to subsequent deliveries.
8. **DELIVERY AND TRANSPORTATION TERMS:** Method and Agency. Seller will select the method and agency of transportation and any excess packaging, shipping and transportation charges resulting from compliance with Buyer's shipping instructions shall be for Buyer's account. In case of Buyer pick-up, Buyer's truck is the destination and Seller 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. Seller shall have the right to make delivery in installments. Utility Products: Sales are F.O.B. origin, freight prepaid within the continental United States (excluding Alaska) on each release of 5,000 lbs. (conductor weight) or more for shipment to one destination at one time. Releases by Buyer requiring shipments of less than 5,000 lbs. are sold F.O.B. shipping point, with transportation charges for Buyer's account. Shipments to points outside the continental United States of 5,000 lbs. or more will be made F.O.B. shipping point with freight prepaid to port of export. Building Wire Products: Sales are F.O.B. origin, freight prepaid within the Continental United States, (excluding Alaska), on shipments of 2,000 pounds net weight or more.
9. **SHIPMENT, DAMAGE IN SHIPMENT** Orders for product in stock or warehouse are acknowledged by Buyer as subject to prior sale. Shipping predictions shall be calculated from the date of receipt at the Seller's works of full manufacturing details. Any time named by the Seller for shipment is only an estimate, and Seller shall not be liable for any losses or damages (compensatory, incidental or consequential) resulting directly or indirectly from any delay in shipment. Seller may ship product in advance of the schedule. Buyer shall inspect all packing and contents upon receipt and receipt to carrier according to facts. In a case of injury by carrier, Seller, if requested by Buyer, will make claims on behalf of Buyer provided the necessary data to substantiate such claims are submitted within the applicable statutory period.
10. **WARRANTY:** Seller warrants that the products covered by this Agreement will conform to Seller's description of the products sold and will be within the specifications and tolerances shown in the appropriate PRODUCT SPECIFICATION sheets, and that the title to such products will be clear and free from any encumbrances. SUCH WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PARTICULAR PURPOSE ALTHOUGH SUCH PURPOSE MAY BE KNOWN TO THE SELLER. Seller shall not be liable for any design assistance provided to the Buyer regardless of any special knowledge Seller possesses concerning Buyer's intended use, and Buyer acknowledges that it has not relied on the Seller's advice, if any, or as to the suitability of either the design or product for its intended purpose. Buyer warrants that it is using the products alone or along with other products in a manner that is safe and effective and meets all legal standards and codes, both express and implied, for safety and effectiveness. Buyer shall properly dispose of all scrap which includes Buyer's products.
11. **BUYER'S EXCLUSIVE REMEDIES:** Buyer shall not have any right to assert any claim against Seller as to any product unless Seller is notified of the claim within thirty (30) days after receipt of such product by Buyer, a time period which Buyer agrees is reasonable for the purpose, and then only after the Seller has inspected such products, and the Buyer and Seller have mutually agreed that there is a basis for the claim. IN THE EVENT OF SELLER'S LIABILITY AS TO ANY PRODUCT WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, BUYER'S SOLE AND EXCLUSIVE REMEDY WILL BE FOR SELLER, AT ITS OPTION, TO REPAIR, REPLACE, OR EXCHANGE SUCH PRODUCT OR REFUND THE PURCHASE PRICE. IN NO EVENT WILL SELLER BE LIABLE FOR LOSS OF INCOME, LOSS OF PROFITS, OR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES RESULTING FROM ANY BREACH, LIABILITY, DEFAULT OR DELAY OF PERFORMANCE BY SELLER UNDER THIS AGREEMENT. Every right, exception 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 the purpose of the foregoing provision the Seller shall be deemed to be acting as agent or trustee on behalf of its employees and agents.
12. **PATENTS:** Buyer shall indemnify the Seller against all damages, penalties, costs, and expenses for which Seller may become liable through any work required to be done in accordance with the Buyer's specification, which involves an infringement of a patent, trademark, copyright, or registered design. In any other legal action alleging that the product purchased by Buyer is infringing, Buyer shall render assistance to Seller in defending such claim. The sale of the product covered by this order shall not grant to Buyer any right or license of any kind under any patent owned or controlled by Seller or under which Seller is licensed but the foregoing shall not be understood to limit in any way the right of Buyer to use and sell such product.
13. **FORCE MAJEURE:** Seller shall not be liable for any loss or damage arising directly or indirectly through or as a consequence of any delay in the fulfillment of or failure to fulfill this Agreement for any cause beyond Seller's reasonable control including, without limitation to causes of a similar type to, any act of God, government regulation or order, inability to obtain from or curtailment of Seller's then existing source or sources of supply of energy, raw materials components or products, water shortage, explosion, fire, flood, civil commotion, war (whether or not declared), inability to obtain labor, lockout, strike or other labor trouble. In any such event, Seller may cancel this Agreement in whole or in part or delay performance thereunder and shall give Buyer notice of such election. Seller may allocate its production and deliveries among its regular customers, whether under contract or not, and its own requirements for further manufacture in such manner as Seller may deem equitable. Buyer may not cancel the agreement for any delay in delivery without giving at least thirty (30) days prior written notice, but such notice shall not be effective with respect to products shipped prior to receipt hereof.
14. **APPLICABLE LAW; ARBITRATION; VENUE:** This Agreement shall be governed by the laws of the State of New York, U.S.A. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be submitted to mediation under the Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes and if that is not successful shall be settled by arbitration in accordance with the CPR Rules for Non-Administered Arbitration of Business Disputes, by three arbitrators none of whom shall be appointed by either party. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. S 1-16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

For over a century, Alcan Cable has been a name people have known and trusted. Our products have helped supply communities with power from coast to coast across the continent. In that time we have become synonymous not only with aluminum, but with the latest technology and highest standards of quality and service.

We offer a full range of bare and insulated conductors to both the utility and distribution markets, and support them with technical experts specifically trained to help our customers achieve their desired results.

We believe our customers' satisfaction relies entirely on the quality of our products. That is why we have worked hard to ensure they are consistently superior to anything else on the market. Our technical center and manufacturing facilities have all attained triple accreditation of ISO 9001, 14001, and OHSAS 18001.

We are committed to the success of our products, and to the satisfaction of our customers. Alcan Cable will continue to be a name people know and trust.



## **ALCAN CABLE**

Division of Alcan Products Corporation  
Three Ravinia Drive, Suite 1600  
Atlanta, Georgia 30346-2133  
770-394-9886 fax 770-395-0005  
[www.cable.alcan.com](http://www.cable.alcan.com)

UT-0005  
Rev. 3/2009

