

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

for use in business transactions with entrepreneurs

• General

These General Terms and Conditions of Delivery and Payment shall apply exclusively. Any general terms and conditions of the purchaser are hereby expressly rejected; they shall only apply insofar as the seller has expressly agreed to them in writing.

• Delivery

Delivery shall be effected as stated in the seller's order confirmation; the specifications contained therein comprehensively and conclusively define the characteristics of the delivered goods. In particular, public statements by the seller, the manufacturer, their agents or third parties (e.g. representations of product characteristics in public) do not constitute descriptions of the delivered goods that supplement or amend this performance description. The seller reserves the right to make design changes necessitated by technical progress and changes in manufacturing processes. Diameter specifications for cables and wires are subject to manufacturing tolerances.

Partial deliveries are expressly permitted. The seller reserves the right to deliver excess or short quantities of up to 15%. Delivery of special cables is made in production-related manufacturing lengths; partial deliveries are also expressly permitted in this case.

The seller does not assume any procurement risk (self-supply reservation). The seller is entitled to withdraw from the contract if, despite the prior conclusion of a corresponding purchase agreement, the seller does not receive the delivery item; the seller's liability for intent and negligence remains unaffected. The seller shall immediately inform the purchaser of the unavailability of the delivery item and, if the seller intends to withdraw, shall exercise the right of withdrawal without delay; in the event of withdrawal, the seller shall immediately refund the corresponding consideration to the purchaser.

• Delivery Period

Dates and deadlines stated by the seller are non-binding unless expressly agreed in writing. This applies in particular if the seller has not agreed on fixed delivery dates but merely confirms delivery at the earliest possible date (as soon as possible, immediately, or similar). In such cases, unless otherwise expressly agreed in writing, the purchaser shall grant the seller a delivery period of at least six weeks if the seller is not responsible for the delay. Two weeks after exceeding the non-binding delivery date, the purchaser may request the seller in writing to deliver within a reasonable period; upon receipt of such request, the seller shall be in default.

• Delays in Delivery and Performance

If failure to meet deadlines is due to force majeure, e.g. mobilization, war, riot, or similar events beyond the seller's control, e.g. strike or lockout, the deadlines shall be extended by the duration of such events or their effects; this also applies if such events occur at the seller's suppliers or sub-suppliers.

In the event of delay in performance due to intent or gross negligence on the part of the seller or its representatives or agents, as well as in the event of culpable injury to life, body or health, the seller shall be liable in accordance with statutory provisions.

In other cases of default, the seller's liability for damages in addition to performance shall be limited to a total of 4%, and for damages in lieu of performance (including reimbursement of futile expenses) to a total of 8% of the value of the delivery. Any further claims against the seller are excluded—even after expiry of a deadline set for performance—unless the delay is based at least on gross negligence. The seller is entitled to make partial deliveries at any time.

If the purchaser is in default of acceptance and this leads to a delay in delivery, the seller may charge a flat-rate storage fee of EUR 50.00 per month (pro rata if applicable), but limited in total to the value of the delivery.

• Transfer of Risk

Risk shall pass to the purchaser as soon as the shipment has been handed over to the person carrying out the transport or has left the seller's warehouse for the purpose of dispatch. If dispatch becomes impossible without fault of the seller, risk shall pass to the purchaser upon notification of readiness for dispatch.

The purchaser shall bear the costs of dispatch from the seller's place of business unless such costs exceed a reasonable proportion of the value of the delivered goods.

• Retention of Title

The delivered goods shall remain the property of the seller until all claims arising from the business relationship with the purchaser have been fully satisfied.

The purchaser is permitted to process, mix or combine the delivered goods with other items. Processing, mixing or combining (hereinafter collectively referred to as "processing" or "processed") shall be carried out for the seller; the item resulting from such processing shall be referred to as "new goods." The purchaser shall store the new goods for the seller with the due care of a prudent businessman.

If processing is carried out with other items not belonging to the seller, the seller shall acquire co-ownership of the new goods in proportion to the value of the processed delivered goods to the value of the other processed goods at the time of processing. If the purchaser acquires sole ownership of the new goods, the seller and purchaser agree that the purchaser grants the seller co-ownership of the new goods in proportion to the value of the processed delivered goods to the value of the other processed goods at the time of processing.

In the event of resale of the delivered goods or the new goods, the purchaser hereby assigns to the seller, by way of security and without the need for further declarations, its claim against the customer arising from resale together with all ancillary rights. This assignment also includes any balance claims. However, the assignment shall apply only up to the amount corresponding to the price invoiced by the seller for the delivered goods. The portion of the claim assigned to the seller shall be satisfied with priority.

If the purchaser combines the delivered goods or the new goods with real property or movable items, the purchaser hereby assigns to the seller, by way of security and without the need for further declarations, its claim to remuneration arising from such combination, together with all ancillary rights, in proportion to the value of the delivered goods or the new goods to the other combined goods at the time of combination.

Until revoked, the purchaser is authorized to collect the claims assigned under this retention of title. Payments received on the assigned claims shall be forwarded to the seller without delay up to the amount of the secured claim. For good cause, in particular in the event of default in payment, suspension of payments, initiation of insolvency proceedings or justified indications of over-indebtedness or imminent inability to pay on the part of the purchaser, the seller is entitled to revoke the purchaser's authorization to collect. Furthermore, after prior notice and compliance with a reasonable deadline, the seller may disclose the security assignment, realize the assigned claims, and require the purchaser to disclose the security assignment to the customer.

Upon credible demonstration of a legitimate interest, the purchaser shall provide the seller with the information required to assert its rights against the customer and shall hand over the necessary documents.

During the existence of the retention of title, the purchaser is prohibited from pledging or transferring ownership by way of security. Resale is permitted only to resellers in the ordinary course of business and only on the condition that payment of the value of the delivered goods is made to the seller. The purchaser must also agree with the customer that ownership shall pass to the customer only upon such payment. In the event of seizure, attachment or other dispositions or interventions by third parties, the purchaser shall notify the seller without delay.

If the realizable value of all security rights to which the seller is entitled exceeds the total secured claims by more than ten percent, the seller shall, at the purchaser's request,

release a corresponding portion of the security rights. The seller shall have the right to choose which security rights are released.

In the event of breach of duty by the purchaser, in particular default in payment, the seller is entitled, even without setting a deadline, to demand surrender of the delivered goods or the new goods and/or to withdraw from the contract; the purchaser is obligated to surrender the goods. A demand for surrender of the delivered goods or the new goods shall not constitute a declaration of withdrawal unless expressly stated as such.

• **Payment**

Settlement of the seller's invoices and any granting of cash discounts shall be effected as stated in the order confirmation. If no such specification is made, the purchase price shall be due in full upon delivery. The purchaser shall be in default without further declaration by the seller seven days after delivery if payment has not been made. In the event of default, the seller is entitled to charge default interest at an annual rate of eight percentage points above the applicable base interest rate from the relevant date.

The seller may make conclusion of a contract conditional upon advance payment. If this is not done, invoicing may only take place for partial deliveries, and if payment is not made, advance payment may be demanded prior to further delivery. Statutory consequences of default remain unaffected by these provisions.

The seller is entitled, even contrary to differing provisions of the purchaser, to apply payments first to the purchaser's older debts. If costs and interest have already arisen, the seller is entitled to apply payments first to costs, then to interest, and finally to the principal claim. Payment shall be deemed made only when the seller can dispose of the amount, i.e. in the case of transfers or checks, upon final crediting to the seller's account.

The purchaser is entitled to set-off, retention or reduction, even if notices of defects or counterclaims are asserted, only if the counterclaims have been legally established or are undisputed.

• **Warranty**

The seller warrants that the products are free from manufacturing and material defects. The warranty period is 12 months and begins on the date of delivery.

Any warranty shall be void if operating or maintenance instructions are not followed, modifications are made to the products, parts are replaced, or consumables are used that do not comply with the original specifications.

The purchaser is obligated to notify the seller in writing of obvious defects within seven days of receipt of the goods; timely dispatch of the notice within the deadline shall suffice. Defects that cannot be detected within this period even with careful inspection must be reported to the seller in writing immediately upon discovery.

Defects must be described in as much detail as possible by the purchaser; the quotation number must be stated.

If the purchaser reports a defect that does not exist according to the seller's inspection, and the purchaser was aware of the non-existence of the defect at the time of notification or was mistaken due to negligence, the purchaser shall compensate the seller for the damage incurred. The purchaser is entitled to prove that the reported defect does in fact exist. Within the scope of the above provisions, the seller is in particular entitled to reimbursement from the purchaser for expenses incurred by the seller, such as inspection of the goods or repairs requested by the purchaser.

In the case of justified defect claims, the seller shall have the right to three attempts at rectification; however, at its discretion, the seller may alternatively provide a replacement. A replacement shall count as one rectification attempt, meaning, for example, that after two unsuccessful rectification attempts a replacement may be provided, or that two rectification attempts may follow an immediate replacement. Within the scope of justified defect claims, warranty coverage for necessary ancillary costs, such as freight costs, shall be free of charge for the purchaser. This shall not apply if, at the express request of the purchaser, an inspection, discussion, examination or similar takes place at the purchaser's premises. Such costs shall be reimbursed by the purchaser even if the defect claim is justified. If, in response to a defect claim by the purchaser and at the request of the seller, goods are returned to the seller, the seller shall accept the goods solely for the purpose of examining the defect claim. Acceptance of the goods for examination shall not constitute acknowledgment of the defect claim. If the purchaser returns goods to the seller without request and the defect claim proves to be unfounded, the goods need not be returned to the purchaser again. In such case, the goods shall remain with the seller at the purchaser's risk. If rectification attempts fail after a reasonable period, the purchaser may, at its option, withdraw from the contract or demand a reduction of the purchase price.

Liability for normal wear and tear is excluded.

Warranty claims belong exclusively to the purchaser and are not assignable.

Any further warranty claims are expressly excluded, with the exception of claims for damages arising from warranties of quality intended to protect the purchaser against the risk of consequential damage caused by defects. However, this requires a written warranty of quality.

The seller shall not be responsible for material defects in goods obtained from third parties and delivered unchanged to the purchaser; liability for intent or gross negligence remains unaffected. The above provisions do not involve any change in the burden of proof to the detriment of the purchaser.

No warranty is assumed for the suitability of the supplier's products for the purpose intended by the purchaser. Application recommendations are given to the best of the seller's knowledge but are non-binding and do not relieve the purchaser of its own examinations. Under no circumstances may liability for damages or disadvantages be derived therefrom.

• **Liability**

Claims for damages arising from delay, impossibility of performance, positive breach of obligation, culpa in contrahendo, and tort are—where legally permissible—excluded unless the damage was caused by intentional or grossly negligent conduct on the part of the seller. This limitation of liability applies equally to the seller's agents and vicarious agents.

• **Choice of Law / Place of Performance and Jurisdiction**

The legal relations between the parties shall be governed by German law, excluding the conflict-of-law provisions of international private law and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Place of performance and jurisdiction for both parties is Stuttgart, Federal Republic of Germany.

• **Final Provisions**

No oral ancillary agreements have been made at the time of contract conclusion. Any agreements concluded subsequently must be made in writing.

If individual provisions of these General Terms and Conditions of Delivery and Payment are legally invalid, the remaining provisions shall remain legally binding.