

## General Terms and Conditions of Delivery and Payment

The following terms and conditions of sale form an integral part of the contract with us, the SAB Bröckskes GmbH & Co. KG.

### 1. Contracting parties

The purchase contract is concluded with  
SAB Bröckskes GmbH & Co. KG, Grefrather Straße 204-212b, 41749 Viersen (registered office).  
Sales are made only to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).

### 2. General

- 2.1 All deliveries are based exclusively on these terms and conditions; any conflicting terms and conditions of business or purchase of the customer shall not become part of the contract unless we have expressly agreed to their validity in writing. Our terms and conditions shall apply even if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our terms and conditions.
- 2.2 We reserve all property rights and copyrights to illustrations, drawings, specifications and other documents (hereinafter referred to as documents); they may not be made accessible to third parties unless we have given our express written consent. Documents relating to offers must be returned to us if no order is placed and we request their return. Sentences 1 and 2 shall apply mutatis mutandis to documents of the customer; however, these may be made accessible to third parties to whom we have permissibly transferred deliveries or services or to upstream suppliers who require this information.
- 2.3 We reserve the right to make partial deliveries and provide partial services to an extent reasonable for the customer.
- 2.4 We are entitled to use other reliable companies to fulfil our obligations.
- 2.5 If the contract or these terms and conditions stipulate the written form, this shall also be deemed to have been complied with if the declaration of intent is received by fax or email.

### 3. Contents of the contract / Conclusion of the contract

- 3.1 Pre-contractual communications made by us, such as cost estimates and descriptions, are non-binding unless otherwise agreed in writing.
- 3.2 Catalogue and brochure information, data sheets, application-related information, information on websites and other general information are not part of the contract and do not guarantee any properties unless otherwise agreed in writing.
- 3.3 Orders are only binding for us if we confirm them in writing or by email. The customer is bound to their order until two weeks after it has been received by us.

### 4. Prices / Terms of payment / Terms of delivery

- 4.1 Cables, insulated wires and assemblies: Prices are ex works. No freight costs will be reimbursed for collection. Express delivery charges and postage shall be borne by the customer.
- 4.2 Compensation cables, resistance thermometers and accessories: Prices are ex works, excluding packaging.
- 4.3 For orders with a net goods value of less than EURO 100.00, we charge a processing surcharge of EURO 15.00.
- 4.4 For orders exceeding cutting lengths, we charge a surcharge of EURO 18.00 plus VAT per cut.
- 4.5 Unless otherwise specified, our offer prices and base prices in our price list for insulated cables are based on a copper price of EURO 150/100 kg of electrolytic copper wire ingots. The prices for electrolytic copper determined by us at the beginning of the month are decisive for determining the raw material values. If the quotation deviates from the offer prices or the basic price list, the sales prices per unit price shall be increased or reduced by the amount resulting from the multiplication of the Copper figure and the metal price difference. All raw material surcharges or discounts are always net. Value added tax is not included herein; it will be added separately to the invoices.
- 4.6 In the case of delivery on account, the invoice shall be issued upon dispatch. If goods ready for dispatch cannot be dispatched for reasons within the customer's sphere of risk, the invoice shall nevertheless be issued and shall become due. The invoice shall show the net price and prices for additional services such as shipping, packaging, etc.
- 4.7 Length surcharges (cables and insulated cables): We are entitled to deliver up to 10% of the order quantity as excess or short delivery. Special cables are delivered in production-related lengths.
- 4.8 In the case of partial performance, we are entitled to partial payments.
- 4.9 Statutory value added tax is not included in our prices; it will be shown separately on the invoice at the statutory rate on the date of invoicing.

- 4.10 Bills of exchange are not accepted as a means of payment.
- 4.11 Delivery periods shall only commence after all details have been clarified in full. If the goods are in stock, they shall be dispatched within 1-3 working days.
- 4.12 We shall only be obliged to perform and deliver if the customer has made all agreed payments, provided that advance payment has been agreed. If payments are made late, SAB may extend the delivery periods accordingly.
- 4.13 All invoices are due immediately. Payment within 10 days of the invoice date is subject to a 2% discount, unless otherwise specified below. Alloy surcharges are not subject to discount. Platinum and platinum-rhodium are payable net without discount upon receipt of the invoice.
- 4.14 In the event of default in payment and justified doubts about the solvency or creditworthiness of the customer, we shall be entitled, without prejudice to our other rights under Section 321 of the German Civil Code (BGB), to demand securities or advance payments for outstanding deliveries or services and to declare all claims arising from the business relationship immediately due and payable.
- 4.15 Only undisputed or legally established claims entitle the customer to offset.
- 4.16 The shipping packaging will be charged separately or provided on loan. If the customer requests special shipping, the costs shall be borne by the customer. No freight compensation is due upon collection.
- 4.17 If a particular item is not available, we shall inform the customer of this before accepting the order.

## **5. Retention of title**

- 5.1 The goods sold remain our property until full payment of our claims arising from the business relationship with the customer. The customer is authorised to dispose of the purchased goods in the ordinary course of business in accordance with 5.3.
- 5.2 Any processing or treatment of the goods subject to retention of title shall be carried out by the customer on our behalf without any obligations arising for us. If the goods subject to retention of title are processed, combined, mixed or blended with other goods not belonging to us, we shall be entitled to the co-ownership share in the new item in the ratio of the value of the goods subject to retention of title to the other processed goods at the time of processing, combination, mixing or blending. If the customer acquires sole ownership of the new item, the contracting parties agree that the customer shall grant us co-ownership of the new item in proportion to the value of the processed or combined, mixed or blended reserved goods and shall store it for us free of charge.
- 5.3 The customer hereby assigns to us as security all claims against third parties arising from the resale, either in full or in the amount of our possible co-ownership share (see clause 5.2). We accept the assignment. At our request, the customer is obliged to provide information about his debtor and the amount of the claim by presenting documents. He is authorised to collect these on our behalf until revoked, until he ceases payments or until he files for insolvency. The customer is also not authorised to assign these claims for the purpose of debt collection by way of factoring, unless the factor is simultaneously obliged to make the consideration in the amount of our share of the claim directly to us for as long as we still have claims against the customer.
- 5.4 The customer shall notify us immediately by registered letter of any access by third parties, e.g. through seizures of goods and claims belonging to us.
- 5.5 The goods and the claims replacing them may not be pledged to third parties, transferred by way of security or assigned before our claims have been paid in full.
- 5.6 If the value of the securities exceeds our claims by more than 10% on a sustained basis, we shall release securities of our choice upon request by the customer.

## **6. Delivery / Performance / Obligation to accept**

- 6.1 Delivery and performance deadlines are only binding if they have been expressly confirmed by us in writing as binding.
- 6.2 Delivery and performance periods shall commence at the earliest on the date of order confirmation. Unless otherwise agreed, the delivery period shall be deemed to have been met if the goods have left the factory or warehouse within the period, notification of readiness for dispatch has been given or the goods have been collected.
- 6.3 Compliance with delivery and performance deadlines requires the clarification of all technical questions, in particular the timely receipt of all documents to be provided by the customer, necessary approvals and releases and other obligations of the customer. The execution of deliveries requires the timely response to all queries, the submission of all necessary or requested drawings and documents or parts to be provided, and the granting of all necessary approvals and authorisations, otherwise the delivery period shall be extended accordingly. If the aforementioned conditions are not met, the deadlines shall be extended accordingly; this shall not apply if we are responsible for the delay.

- 6.4 Should we be prevented from performing our obligations by official orders or measures, force majeure, mobilisation, war, riots, strikes, lockouts, virus or other attacks by third parties on our IT system or by the occurrence of unforeseen obstacles beyond our control or that are beyond the control of our suppliers, we are prevented from delivering or performing on time, a reasonable extension of the deadline shall apply.
- 6.5 If the delivery or performance impediments listed in clause 6.4 continue for an unreasonable period of time, both contracting parties shall be entitled to withdraw from the contract. The customer shall only be entitled to withdraw from the contract after the expiry of a reasonable grace period, unless a fixed-date transaction under commercial law has been agreed in writing. The customer shall not be entitled to any other claims unless we have acted intentionally.
- 6.6 If the delivery or performance deadline is exceeded for reasons for which we are responsible, the customer shall be entitled to withdraw from the contract after expiry of a reasonable grace period. Claims for damages shall be governed by the provisions of clause 9.
- 6.7 If dispatch is delayed at the request of the customer or for other reasons for which the customer is responsible, we may, starting one month after notification of readiness for dispatch, charge the costs incurred for storage, but at least storage fees amounting to 0.5% of the invoice amount for each month or part thereof. The storage fee shall be limited to a total of 5% of the invoice amount, unless we can prove that we have incurred higher costs. The customer shall be entitled to prove that no costs were incurred at all or that they were significantly lower than the flat rate.
- 6.8 If the customer fails to fulfil its acceptance obligations, we shall be entitled, notwithstanding any other rights, to charge the customer for the costs incurred for taking back the goods. The return of delivery items by us as a gesture of goodwill requires that they are in perfect condition, in their original packaging and delivered carriage paid after our consent and agreement on a date.
- 6.9 In the event of default of payment by the customer, we shall be entitled to assert a right of retention on further deliveries or services.
- 6.10 SAB reusable solid wood drums are and remain our property and are only provided on loan. They must be returned by the customer at their own expense. After expiry of the loan period, we will invoice the customer for any SAB reusable solid wood drums that have not been returned. We do not take back disposable drums.

## **7. Transfer of risk**

- 7.1 In the case of deliveries, the risk of accidental loss and accidental deterioration of the delivery item shall pass to the customer as soon as the delivery item has been handed over by us to the forwarding agent, carrier or other person or company designated by the customer to carry out the shipment.
- 7.2 If the delivery item is shipped at the request of the customer at a later date than the agreed delivery date or if the shipment is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer upon receipt of the notification that the goods are ready for shipment.

## **8. Warranty**

- 8.1 All information regarding the suitability, processing and application of our products, technical advice and other information is provided to the best of our knowledge; it does not release the customer from its own tests and trials or from the use or commissioning of qualified personnel. We shall only be liable for a special use of our products if this has been notified to us in writing in advance and confirmed by us in text form.
- 8.2 The customer must inspect the delivered goods for defects immediately upon receipt, including by means of trial processing; otherwise, the goods shall be deemed to have been approved with regard to the defect.
- 8.3 Notifications of defects shall only be considered if they are made in writing immediately after the defect has become apparent, but at the latest immediately after its discovery, enclosing supporting documents or specifications and a description of the defect. If the customer fails to notify us, the goods shall be deemed to have been approved with regard to the defect.
- 8.4 If a defect in the service provided by the supplier is due to reasons for which the customer is responsible, in particular the provision of incorrect specifications or the withholding of information that is crucial for the application and design, we shall not be liable unless we have acted intentionally. We are not obliged to check the accuracy and completeness of the information provided by the customer.
- 8.5 Our warranty obligation shall initially be limited to rectification or replacement at our discretion. The customer shall grant us the time and opportunity reasonably required for this. If the subsequent performance has failed twice, the customer shall be entitled to the statutory warranty rights, compensation only under the conditions of Section 9 of these terms and conditions.
- 8.6 The warranty shall lapse if operating, installation or maintenance instructions are not followed or if unauthorised spare parts or consumables are used.
- 8.7 Rejected goods may only be returned with our express consent. In this case, the customer shall select suitable packaging that is secure for transport.

- 8.8 Parts replaced in fulfilment of the warranty obligation shall become our property upon removal in the event of a legitimate interest.
- 8.9 We shall be liable for repairs or replacement deliveries to the same extent as for the original delivery item, namely until the expiry of the warranty period applicable to the original delivery item or service.
- 8.10 For the delivery of new products, the limitation period for claims for material defects is twelve months from the date of transfer of ownership of the delivery item to the customer or its agent, if the latter takes possession of the item before the customer. The statutory limitation period applies if we have fraudulently concealed the defect and/or caused it intentionally or through gross negligence.
- 8.11 We deliver used items without any warranty, unless otherwise agreed in writing. The statutory limitation period applies if we have fraudulently concealed the defect and/or caused it intentionally or through gross negligence.
- 8.12 The limitation period shall not be suspended by negotiations pursuant to Section 203 of the German Civil Code (BGB) unless these are conducted with our legal representatives.

## **9. Compensation**

- 9.1.1 Claims for compensation against us, regardless of their legal basis, in particular due to breach of duties arising from the contractual relationship and from tort, are excluded. This does not apply to:  
  
Damage resulting from injury to life, limb or health based on a breach of duty for which we are responsible, and/or other damage based on an intentional, fraudulent or grossly negligent breach of duty on our part, and/or in the event of the assumption of a guarantee or a procurement risk, or in accordance with the Product Liability Act.
- 9.1.2 the culpable breach of an obligation whose fulfilment is essential for the proper execution of the contract, whose breach jeopardises the achievement of the purpose of the contract and/or on whose compliance the customer can rely. In such a case, we shall be liable, provided that the breach of duty was not committed with gross negligence or intent, limited to the amount of the foreseeable damage. Claims for lost profits, saved expenses, claims for damages by third parties and other direct and indirect consequential damages cannot be asserted in cases of simple negligence, unless a characteristic feature guaranteed by us is intended to protect the customer against such damages. We shall not be liable for simple negligence in the event of a breach of other obligations. 9.1.1 remains unaffected.
- 9.2 We shall not be liable for the infringement of third-party property rights if the infringement of property rights is based on drawings, developments or other information provided by the customer.

## **10. Place of performance / Place of jurisdiction / Miscellaneous**

- 10.1 The place of performance for delivery is our registered office.
- 10.2 The purchase contract is governed exclusively by German law, with the exception of the UN Convention on Contracts for the International Sale of Goods.
- 10.3 If the customer is a merchant, a legal entity under public law or a special fund under public law, our place of business shall be the exclusive place of jurisdiction. However, we shall be entitled to sue the customer at the court in whose district the customer has its registered office.
- 10.4 If the customer is based in a country that is neither a member of the EU nor the EFTA (EFTA member states are Iceland, Norway, Switzerland and Liechtenstein), 10.3 shall not apply. Instead, all disputes arising out of or in connection with the present contract shall be finally settled by three arbitrators appointed in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC). The place of arbitration shall be our place of business in Germany. The applicable substantive law shall be the law of the Federal Republic of Germany, excluding the conflict of law provisions of international private law and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). The language of the arbitration proceedings shall be German.

## **11. Binding nature of the contract**

Should individual provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions or the contract itself. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the contracting parties.

## **12. Property rights**

All copyrights and industrial property rights to images, plans, drawings and texts as well as to our media publications are held by us. Use without our express consent is not permitted.