



General Terms and Conditions of Sale of Braunkabel GmbH

Valid as of June 2022

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1. Scope

1.1 To all of our – also future – deliveries and services shall apply exclusively our General Terms and Conditions of Sale („Terms of Sale“). Deviating or additional conditions of the Buyer are not binding for us, even if we do not object in individual cases, unless we expressly recognise them. In this case, they shall only apply to the respective individual contract.

1.2 Our Terms of Sale shall only apply to entrepreneurs (Sec. 14 Bürgerliches Gesetzbuch, German Civil Code), legal entities under public law and special funds under public law.

2. Conclusion of contract; Offer documents

2.1 Our offers are always subject to change unless they are expressly designated as binding.

2.2 We can accept orders within two (2) weeks. The period begins with the receipt of the order.

2.3 Orders as well as changes to orders are only accepted by us when we have confirmed them. It shall be deemed as confirmation if the Buyer receives a delivery note or an invoice or if we execute the delivery or service.

2.4 The Buyer is responsible for checking his order and all contractual documents for completeness, correctness and suitability for his intended use.

2.5 The scope of the delivery or service shall be solely defined by our written order confirmation. With the exception of managing directors or authorised signatories (Prokuristen), our employees are not authorised to make oral side agreements or to give oral assurances which deviate from or go beyond these Terms of Sale or our written order confirmation.

2.6 We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. The Buyer requires our express written consent before passing them on to third parties.

3. Prices; Invoicing; Terms of payment

3.1 General

3.1.1 Unless otherwise stated in the order confirmation, our prices are „ex works“, plus shipping costs, customs duty, packaging and the applicable statutory value added tax.

3.1.2 We are entitled to send you an electronic invoice (e.g. as a PDF document) by e-mail unless otherwise agreed. We may, at our discretion, also send the invoice on paper.

3.1.3 Unless otherwise agreed, the purchase price shall be due upon invoicing and payable without deduction within fourteen (14) days of the invoice date. For partial deliveries shall be issued partial invoices. The payment periods shall run separately for each partial invoice.

3.1.4 Even if a partial or full advance or down payment has been agreed in individual cases, the final price shall only be determined upon delivery (see sec. 3.2 of these Terms of Sale). We shall settle any underpayment or overpayment by a final invoice.

3.1.5 The deduction of a cash discount for early payment requires express written agreement. If a discount is agreed in an individual case, it shall only apply to the net price of the cables without copper surcharge; no discount shall be granted on the copper surcharge under any circumstances.

3.1.6 In the event of default in payment, we shall have the statutory rights.

3.1.7 The Buyer shall only be entitled to rights of set-off or retention insofar as his counterclaim is undisputed, has been finally determined by a court of law, or is based on the same contractual relationship.

3.2 Material surcharges; Price adjustment

3.2.1 We charge a copper surcharge (EUR/km), which is calculated as follows:

Our list prices and quotations are based on a copper price of EUR 1500 per 1000 kg copper (copper basis, EUR/1000 kg).

Depending on the amount of copper per 1000 m of cable, the copper weight (kg/km) is calculated; the copper weight of the respective cable can be found in our price lists, quotations and order confirmations.



The basis for calculating the actual sales price is the index „SK-Kupfer Basis UB“ published by Südkupfer in EUR/1000 kg (available at <http://www.suedkupfer-marktdaten.de/>) one day after receipt of the order, plus 2 % for metal procurement costs.

The copper surcharge is then calculated according to the following formula: copper surcharge (EUR/km) = [copper weight (kg/km)] x {[SK-Kupfer Basis UB (EUR/1,000 kg)] + 2 % metal procurement costs} - [copper basis (EUR/1,000 kg)] / 100

$$\text{copper surcharge} = \text{copper weight} \times \frac{(\text{SK Kupfer Basis UB} + 2\%) - \text{copper basis}}{100}$$

3.2.2 Insofar as delivery shall take place more than four months after conclusion of the contract or delivery cannot take place within four months after conclusion of the contract for reasons for which the Buyer is responsible, our prices valid at the time of delivery shall apply to our delivery, maintaining any (quantity) discount originally agreed.

We may, at our reasonable discretion, adjust our underlying prices to the development of the costs not covered by sec. 3.2.1 of these Terms of Sale. This applies in particular to changes in other prices for materials (e.g. for plastics), energy costs, collectively agreed wages, statutory and collectively agreed social benefits as well as freight costs, insofar as they are to be borne by us.

We shall be entitled to increase the price and obliged to reduce the price if the costs relevant for the delivery have changed significantly. Cost increases for one cost item will only be taken into account for a price increase to the extent that the cost increase is not offset by any reduced costs for other cost items. Cost reductions shall only be taken into account to the extent that they are not offset by cost increases for other cost items.

If the Buyer cannot reasonably be expected to uphold the contract on the basis of the adjusted price, he may revoke the contract.

3.3 Length differences

Due to differences in length for technical reasons (see sec. 5 of these Terms of Sale), there may be further deviations between the purchase price according to the order confirmation and the invoice amount.

4. Design changes

We reserve the right to make design changes in the interest of technical progress if these do not involve any changes in function.

5. Length differences; Measurement tolerance

5.1 Due to the technical conditions in cable production, cables cannot be manufactured precisely in any desired length; the cables manufactured in a production run may therefore be shorter or longer than desired. We therefore reserve the right to supply the Buyer with excess or short lengths of +/- 10 % of the order quantity. In the case of custom-made products, we reserve the right to supply excess or short lengths of up to +/- 15 % of the order quantity. We always charge the Buyer only for the length actually delivered (see sec. 3.3 of these Terms of Sale).

5.2 For cut-to-length or fixed-length orders, the permissible measurement tolerance is +/- 0.5 % per measurement.

6. Shipment; Passing of Risk; Delivery Period

6.1 We deliver FCA at our registered office (Incoterms 2020).

6.2 Even if we undertake to ship at our own expense in individual cases, shipment shall always be at the Buyer's risk. We shall only take out transport insurance upon express written request and at the expense of the Buyer. If dispatch or delivery is delayed for reasons for which we are not responsible, the risk shall pass to the Buyer as soon as he has been notified that the goods are ready for shipment.

6.3 If the handover is delayed due to a circumstance for which the Buyer is responsible or on the Buyer's instructions, the risk shall pass to the Buyer from the day of notification of readiness for dispatch. At the express written request of the Buyer, we are obliged to insure the goods stored with us at the Buyer's expense. This shall also apply in cases where a delivery date has not been expressly agreed with the proviso that the risk shall pass to the Buyer after seven (7) calendar days after notification of readiness for dispatch.



6.4 Any agreed delivery periods shall commence on the date of the order confirmation, but not before the Buyer has provided the documents, approvals, releases to be obtained and the receipt of an agreed advance or down payment, the issuance of a letter of credit to be provided, or proof that an agreed security has been provided. Also in all other respects, compliance with dates and deadlines always requires that all commercial and technical questions between the parties have been clarified and that the Buyer has fulfilled all his obligations to cooperate and to provide materials, including the payment of an agreed advance or down payment; otherwise dates and deadlines shall be extended accordingly. If, prior to delivery, the Buyer requests a different design of the delivery item in any respect, the delivery period shall be interrupted until the day on which it is agreed on the design and, if necessary, extended by the time required for the different design.

6.5 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (unavailability of goods or services), we shall inform the Buyer of this immediately and at the same time inform him of the expected new delivery deadline. If the goods or services are also not available within the new delivery period, we will inform the Buyer of this immediately and are entitled to withdraw from the contract in whole or in part; we will immediately refund any consideration already paid by the Buyer. A case of unavailability of goods or services in this sense includes in particular the incorrect or untimely self-delivery by our supplier provided that we have concluded a congruent covering agreement, neither we nor our supplier are at fault, or that we are not liable for the procurement in the individual case. The Buyer's right to withdraw from the contract in accordance with the statutory provisions remains unaffected.

6.6 We shall only be in default if the Buyer sends us a written reminder after the due date.

6.7 In the event of a delay in delivery, the Buyer has the statutory rights. The Buyer's claims for damages and/or reimbursement of expenses shall be governed by sec. 11 of these Terms of Sale.

6.8 We are entitled to make partial deliveries insofar as (a) the partial delivery is usable for the Buyer within the scope of the contractual purpose, (b) the delivery of the remaining ordered goods is ensured and (c) the Buyer does not incur any

significant additional expenses or costs as a result (unless we agree to bear these costs).

6.9 In the case of call orders, we must be notified of the call in good time so that proper production and delivery is possible, but at least eight (8) weeks before the desired delivery date. Call orders must be called within twelve (12) months of the order unless other fixed dates have been agreed. If the call is not made or not made in full within twelve (12) months of the order or on the agreed call dates, the Buyer shall be in default of acceptance.

6.10 If the Buyer is in default of acceptance or if he violates duties to cooperate, we are entitled to demand compensation for the damage incurred by us, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the object of purchase shall also pass to the Buyer at the time at which the Buyer defaults in acceptance.

7. Force majeure

7.1 If our deliveries or services are prevented, hindered or disturbed by force majeure, we shall be released from fulfilling our obligations for the duration and to the extent of the effect, even if we are in default.

7.2 Force majeure is any event beyond our control that impairs us in whole or in part in the fulfilment of our obligations; this includes in particular fire damage, floods, epidemics, industrial disputes, riots, war or terrorist conflicts as well as operational disruptions or official decrees for which we are not responsible. The same applies insofar as approvals from third parties which are necessary for the execution of the deliveries are not received by us in good time, although we have applied for them in good time.

7.3 If such events make the delivery or service significantly more difficult or impossible and the hindrance is not only of temporary duration, we are entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Buyer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by means of an immediate written declaration.



8. Reusable transport material

Unless otherwise agreed, we shall invoice the Buyer for reusable transport material (e.g. pallets, cable spools) at usual market prices, unless the Buyer provides us with reusable transport material of the same type, quality and quantity in exchange upon delivery.

9. Retention of title

9.1 Until full payment of the purchase price including all ancillary claims, as well as until payment of all other claims, including future claims from the entire business relationship, the delivered goods remain our property („reserved goods“). In the case of a current account, the reserved property shall serve as security for the balance claim. The Buyer is not entitled to pledge the reserved goods to third parties or to assign them as security. The Buyer shall store the reserved goods for us free of charge.

9.2 In the event of processing, combination and mixing of the reserved goods with other goods by the Buyer, we shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the total item. The co-ownership rights arising hereunder shall be deemed to be reserved goods within the meaning of sec. 9.1 of these Terms of Sale.

9.3 The Buyer is entitled to sell the reserved goods in the ordinary course of business if he is not in default of payment of our purchase price claims.

9.4 The Buyer assigns to us already now all claims accruing to him against third parties from the resale of the reserved goods. We accept the assignment. If the reserved goods are sold after processing, combination or mixing, the assignment of the claim from the resale shall only apply up to the amount of the value of the reserved goods invoiced by us to the Buyer. This shall also apply if the reserved goods are resold together with other goods which also do not belong to us.

9.5 The Buyer is authorised to collect the claim even after the assignment. We may restrict the authorisation to collect for justified reasons and revoke it for good cause, in particular in the event of default in payment. We can demand that the Buyer informs us of the claims assigned by him and their debtors, provides all information necessary for collection, hands over the relevant documents and discloses the assignment to his debtor.

9.6 We undertake to release the securities to which we are entitled in accordance with the above provisions at our discretion at the Buyer's request to the extent that their realisable value exceeds the claim to be secured by more than 10%.

9.7 The Buyer shall notify us without delay of any seizure, enforcement or other interventions by third parties affecting our property rights. The Buyer shall bear the costs of the measures to remedy the interventions of third parties, in particular the costs of any intervention proceedings.

10. Claims in the event of defects

10.1 Scope of the warranty

10.1.1 We guarantee the quality and properties in accordance with the details in our order confirmation or the technical specifications agreed in writing.

10.1.2 Length deviations within the measurement tolerances according to sec. 5.2 of these Terms of Sale shall not constitute a defect. The lack of suitability for a purpose desired by the Buyer shall only constitute a defect if we have expressly confirmed the suitability for this purpose.

10.1.3 Our products comply with the legal requirements in the European Union (EU) as far as necessary. We only guarantee conformity with legal requirements in states outside the EU if this is expressly agreed.

10.2 Examination of the goods; Notification of defects

10.2.1 Delivered goods shall be inspected carefully by the Buyer immediately after delivery; they shall be deemed to have been approved by the Buyer with regard to obvious defects if the Buyer does not notify us of these in writing immediately, at the latest within five working days (Monday to Friday excluding public holidays at the Buyer's registered office) after delivery. With regard to other defects, the goods shall be deemed to have been approved by the Buyer if he does not notify us in writing without delay, at the latest within five working days after the time at which the defect became apparent; however, if the defect was already apparent at an earlier time during normal use, this earlier time shall be decisive for the beginning of the period for notification of defects. In the case of goods intended



for installation or other further processing, an inspection must in any case take place immediately before installation or processing.

10.2.2 Obligations under commercial law to examine and give notice of defects shall remain unaffected.

10.2.3 If the notice of defect is unfounded and the Buyer has recognised this or negligently failed to recognise this, the Buyer is obliged to reimburse us for the expenses incurred for the inspection.

10.3 Warranty claims

10.3.1 In the event of defects, we shall, at our discretion, remedy the defect or make a new delivery (subsequent performance). Our right to refuse subsequent performance under the statutory conditions remains unaffected. In the event of failure, unreasonableness or refusal of subsequent performance, the Buyer may reduce the price or – in the case of defects that are not merely insignificant – withdraw from the contract; if we are responsible for the defect, the Buyer may claim damages within the limits of sec. 11 of these Terms of Sale.

10.3.2 If we deliver new cables for the purpose of subsequent performance, due to the production process it is generally not reasonably possible to deliver exactly the same length as the defective cable. For the subsequent delivery, the regulation on differences in length (see sec. 5 of these Terms of Sale) shall apply accordingly. We shall issue a credit note to the Buyer to the extent of the defective cable and issue a new invoice for the subsequent delivery; in doing so, we shall use the prices (see sec. 3.2 of these Terms of Sale) which were applicable at the time of the original delivery.

10.3.3 We are entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. However, the Buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.

11. Liability

11.1 Our liability for damages and reimbursement of expenses for slight negligence is excluded, in particular for breach of obligations arising from the contractual relationship and

from tort, unless we have breached a material contractual obligation, i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract or the observance of which the Buyer may regularly rely on. In this case, our liability shall be limited to the damage typical for the contract, the occurrence of which we had to expect at the time of conclusion of the contract on the basis of the circumstances known to us.

11.2 The Buyer, with each order, is obliged to draw our attention expressly and in writing to the risk of unusually high damage; otherwise we shall not be liable for such damage. In particular, it is a case of an unusually high damage if the Buyer has committed himself towards his customers or other third parties to a contractual penalty, liquidated damages or any other payment in case of defect or delay, which is related to our performance to the Buyer.

11.3 However, our liability for damages arising from injury to body, life or health, for intent and gross negligence, for the absence of a guaranteed quality and under the Product Liability Act (Produkthaftungsgesetz) is unlimited.

11.4 The above liability provisions shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.

12. Limitation of claims for defects and damages

12.1 The limitation period for the Buyer's claims due to a defect is reduced to one year. This shall not apply in the case of a thing that has been used for a building in accordance with the normal way it is used and has resulted in the defectiveness of the building; in this case, the statutory limitation period shall apply.

12.2 For the Buyer's claims for damages and reimbursement of expenses which are not based on a defect of the goods, the limitation period shall be one year as well.

12.3 Liability for intentional or grossly negligent breaches of duty as well as liability for damages arising from injury to life, limb or health as well as for liability under the Product Liability Act shall remain unaffected. The limitation of statutory rights of recourse of the Buyer shall also remain unaffected.

**13. Applicable law; Dispute resolution**

13.1 The law of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13.2 If the Buyer is domiciled in the European Union, Norway, Iceland or Switzerland, the following shall apply: If the Buyer is a merchant (Sec. 1 Para. 1 Handelsgesetzbuch, German Commercial Code), a legal entity under public law or a special fund under public law, or if the Buyer does not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be our place of business or, at our discretion, the Buyer's place of business.

13.3 If the Buyer is domiciled outside the European Union, Norway, Iceland or Switzerland, the following shall apply: All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The number of arbitrators shall be determined in accordance with Article 10.2 of the DIS Arbitration Rules (2018). The seat of arbitration is at our registered office. The language of the arbitration shall be German.

14. Severability

Should any provision in these Terms of Sale be or become invalid, this shall not affect the validity of the other provisions.