

General Terms and Conditions of Delivery of

KWV Kabelwerke Villingen GmbH

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I. General Provisions

1. The scope of the supplies or services (hereinafter referred to as "deliveries") shall be determined by the written declarations made by both parties. General Terms and Conditions of the of the Purchaser shall only apply to the extent that the Supplier or Supplier (hereinafter referred to as the Supplier) has expressly consented to them in writing.
2. The Supplier reserves its property and copyright exploitation rights to cost estimates, drawings and other documents (hereinafter referred to as "documents") without restriction. The documents shall only be made available to third parties with the prior consent of the Supplier and, if the order is not placed with the Supplier, shall be returned to the Supplier immediately upon request.
3. Partial deliveries are permissible insofar as they are reasonable for the customer.
4. For production reasons, an over- or underdelivery of 10% is permissible. An underdelivery does not constitute a claim to subsequent delivery or an overdelivery does not constitute a claim to the return of the goods.

II Conclusion of Contract

1. The Supplier's offers are subject to change and non-binding. This shall also apply if the Purchaser has been provided with catalogues, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents - including in electronic form - to which the Supplier reserves the right of ownership and copyright.
2. The ordering of the goods by the customer shall be deemed to be a binding contractual offer. Unless otherwise stated in the order, the Supplier shall be entitled to accept this contractual offer within 10 days of its receipt by the Supplier.
3. Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the customer.

III. Prices and Terms of Payment

1. The prices are ex works excluding packaging plus the applicable statutory sales tax.
2. Payments are to be made free of charge to the paying agent of the supplier.
3. The Purchaser may only offset claims which are undisputed or have been established in a legally binding manner.
4. The purchase price is the price stated by the Supplier, or, if this has not been done in detail, the price set out in the Supplier's current price lists as it is valid at the time of the order.
5. The Supplier reserves the right, after timely notification of the Purchaser and prior to the execution of the delivery of the Goods, to increase the price of the Goods in such a way as is necessary due to

the general external price increase beyond its control (such as exchange rate fluctuations, currency regulations, changes in customs duties, significant increase in material or production costs) or due to the change of suppliers, and it assures a price reduction if external costs (such as tariffs) are reduced or eliminated altogether.

IV. Retention of title

1. The items of the deliveries (goods subject to retention of title) shall remain the property of the supplier until all obligations to which he is entitled against the purchaser from the business relationship have been fulfilled Claims. Insofar as the value of all security interests to which the Supplier is entitled exceeds the amount of all secured claims by more than 20%, the Supplier shall release a corresponding part of the security rights at the request of the Purchaser.
2. During the existence of the retention of title, the purchaser is prohibited from pledging or transferring title by way of security and the resale is only permitted to resellers in the ordinary course of business and only on the condition that the reseller receives payment from his customer or makes the reservation that ownership is not transferred to the customer until the customer has fulfilled his payment obligations.
3. In the event of seizures, seizures or other dispositions or interventions by third parties, the Purchaser shall notify the Supplier immediately.
4. In the event of breaches of duty by the Purchaser, in particular in the event of default of payment, the Supplier shall be entitled to withdraw from the contract and to take back the goods after the reasonable period of time set for the Purchaser to perform without success; the statutory provisions on the dispensability of setting a time limit remain unaffected. The purchaser is obliged to surrender the goods.
5. If the goods subject to retention of title are resold together with other items without an individual price having been agreed for the goods subject to retention of title having been agreed, the Purchaser shall assign to the Supplier that part of the total price claim which corresponds to the price of the goods subject to retention of title invoiced by the Supplier, taking precedence over the remaining claim.
6. The Purchaser is permitted to process, transform or combine the goods subject to retention of title or to combine them with other objects. The processing, transformation or connection is done for the supplier. The purchaser shall store the new item for the supplier with the care of a prudent businessman. The processed, transformed or combined item is considered to be reserved goods. In the case of processing, transformation or combination with other items not belonging to the Supplier, the Supplier shall be entitled to co-ownership of the new item in the amount of the proportion resulting from the ratio of the value of the processed, transformed or combined goods subject to retention of title to the value of the other processed goods at the time of processing, transformation or combination. If the Purchaser acquires sole ownership of the new item, the Supplier and the Purchaser agree that the Purchaser shall grant the Supplier co-ownership of the new item created by processing, transformation or combination in proportion to the value of the processed, transformed or combined goods subject to retention of title at the time of processing, transformation or combination.
7. If the goods subject to retention of title are combined by the Purchaser with real estate or movable property, the Purchaser shall, without the need for further special declarations, also assign to the Supplier by way of security all claims to which he is entitled as remuneration for the combination,

together with all ancillary rights, in the amount of the ratio of the value of the goods subject to retention of title to the other related goods at the time of the connection.

V. Deadlines for deliveries; Delay

1. The delivery period is agreed individually or specified by the supplier when accepting the order.
2. Compliance with deadlines for deliveries requires the timely receipt of all documents to be delivered by the Purchaser, necessary approvals and approvals, in particular plans, as well as compliance with the agreed terms of payment and other obligations by the Purchaser. If these conditions are not met in time, the time limits shall be extended appropriately; this shall not apply if the supplier is responsible for the delay.
3. The Supplier shall not be liable for impossibility of delivery or for delays in delivery or other impediments to performance as well as damages insofar as these are caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. pandemics, operational disruptions, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, official measures or the non-existent, incorrect or untimely delivery by suppliers) for which the supplier is not responsible. Furthermore, the Supplier shall not be liable for impossibility of delivery or for delays in delivery or other impediments to performance and damages, insofar as these have been caused by the Corona pandemic and its direct and indirect consequences (e.g. illness, suspected cases, quarantine measures or similar concerning the Supplier itself or third parties involved in the provision of services) for which the Supplier is not responsible. The Supplier shall notify the Purchaser of the commencement and end of such restrictions as soon as possible. If such events make delivery or performance significantly more difficult or impossible for the Supplier and the obstruction is not only temporary, the Supplier shall be entitled to withdraw from the contract. In the event of obstacles 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, as a result of the delay, the Purchaser cannot reasonably be expected to accept the delivery or service, the Purchaser may withdraw from the contract by means of an immediate written declaration to the Supplier.
4. If the Supplier is in default, the Purchaser may - if he can credibly demonstrate that he has suffered damage as a result - demand compensation for each completed week of delay of 0.5% in each case, but in total not more than 5% of the price for the part of the deliveries that could not be put into appropriate operation due to the delay.
5. Both claims for damages by the Purchaser due to delay in delivery and claims for damages in lieu of performance that exceed the limits specified in No. 3 shall be excluded in all cases of delayed delivery, even after the expiry of a deadline set for delivery by the Supplier. This does not apply to the extent that liability is mandatory in cases of intent, gross negligence or injury to life, limb or health. The Purchaser may withdraw from the contract within the scope of the statutory provisions only to the extent that the delay in delivery is attributable to the Supplier. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.
6. The Purchaser shall be obliged, at the request of the Supplier, to declare within a reasonable period of time whether he withdraws from the contract due to the delay in delivery or insists on delivery.
7. If, at the request of the Purchaser, dispatch or delivery is delayed by more than one month after notification of readiness for dispatch, the Purchaser may be charged storage fees in the amount of

0.5% of the price of the items in the delivery, but not more than 5% in total, for each month or part thereof. The contracting parties are free to provide evidence of higher or lower storage costs.

VI. Transfer of Risk

The risk shall also pass to the Purchaser in the case of carriage-free delivery as follows: if the goods have been dispatched or collected. At the request and expense of the Deliveries are insured by the Supplier against the usual transport risks. If dispatch or delivery is delayed for reasons for which the customer is responsible or if the customer is in default of acceptance for other reasons, the risk shall pass to the customer.

VII. Receipt

The Purchaser may not refuse to accept deliveries on the grounds of insignificant defects.

VIII. material defect

The Supplier shall be liable for material defects as follows:

1. All those parts or services shall be repaired, redelivered or re-provided free of charge at the supplier's discretion which have a material defect within the limitation period - regardless of the period of operation - provided that the cause of this defect already existed at the time of the transfer of risk.
2. Claims for material defects expire in 12 months. This does not apply in cases of injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty by the supplier and in the event of fraudulent concealment of a defect. The statutory provisions on the suspension of expiry, suspension and new start of the time limits shall remain unaffected.
3. The Purchaser shall immediately notify the Supplier in writing of any material defects.
4. In the event of notices of defects, payments by the customer may be withheld to an extent that is proportionate to the material defects that have occurred. The customer can only withhold payments if a notice of defects is asserted, the justification of which can be beyond doubt. If the notice of defects was wrongly made, the supplier is entitled to demand reimbursement of the expenses incurred by him from the customer.
5. First of all, the supplier must be given the opportunity for subsequent performance within a reasonable period of time.
6. If subsequent performance fails, the Purchaser may withdraw from the contract or reduce the remuneration, without prejudice to any claims for damages pursuant to Art. X.
7. Claims for defects do not exist in the case of only insignificant deviation from the agreed quality, in the event of only insignificant impairment of usability, in the event of natural wear and tear or damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable equipment or that is due to special external influences that are not required by the contract, as well as in the case of non-reproducible software errors. Are improper by the customer or by third parties. Changes or repair work are carried out, there are also no claims for defects for these and the resulting consequences.
8. Claims by the Purchaser for the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded insofar as the expenses increase because the object of the delivery has subsequently been moved to a place other than the Purchaser's establishment, unless the shipment corresponds to its intended use.

9. The Purchaser's claims for recourse against the Supplier pursuant to Section 478 of the German Civil Code (BGB) (recourse of the Contractor) shall only exist to the extent that the Purchaser has not entered into any agreements with its Purchaser that go beyond the statutory claims for defects. No. 8 shall also apply mutatis mutandis to the scope of the Purchaser's right of recourse against the Supplier pursuant to Section 478 (2) of the German Civil Code.

10. Art. X (Other claims for damages) also applies to claims for damages. Any further or other claims of the Purchaser against the Supplier and its vicarious agents due to a material defect than those regulated in this Art. VIII shall be excluded.

IX. Industrial property rights and copyrights; Defects of title

1. Unless otherwise agreed, the Supplier is obliged to make the delivery free of industrial property rights and copyrights of third parties only in the country of the place of delivery (in the hereinafter: intellectual property rights). If a third party is liable for the violation of by means of deliveries made by the Supplier and used in accordance with the contract, the Supplier shall be liable to the Purchaser within the period specified in Art. VII No. 2 as follows: The Supplier shall, at its discretion and at its own expense, either obtain a right of use for the relevant deliveries or modify them in such a way that the intellectual property right is not infringed, or exchange. If this is not possible for the Supplier on reasonable terms, the Purchaser shall be entitled to the statutory rights of withdrawal or reduction. The Supplier's obligation to pay damages is governed by Art. X The above-mentioned obligations of the Supplier shall only exist to the extent that the Purchaser immediately notifies the Supplier in writing of the claims asserted by the third party, does not acknowledge a breach and the Supplier reserves the right to take all defensive measures and to negotiate a settlement. If the Purchaser discontinues the use of the delivery for damage mitigation or other important reasons, the Purchaser shall be obliged to inform the third party that the cessation of use does not imply an acknowledgment of an infringement of an intellectual property right.

2. Claims of the customer are excluded insofar as he is responsible for the infringement of intellectual property rights.

3. Claims of the Purchaser shall also be excluded insofar as the infringement of intellectual property rights is caused by special specifications of the Purchaser, by an application not foreseeable by the Supplier or by the fact that the delivery is modified by the Purchaser or used together with products not supplied by the Supplier.

4. In the event of infringements of intellectual property rights, the provisions of Art. VII Nos. 4, 5 and 9 shall otherwise apply mutatis mutandis to the claims of the Purchaser governed by No. 1. a.

5. In the event of other defects of title, the provisions of Article VII shall apply mutatis mutandis.

6. Claims of the Purchaser against the Supplier and its vicarious agents on the basis of a defect of title that go further or other than those regulated in this Art. VIII are excluded.

X. Impossibility; Contract Adjustment

1. Insofar as delivery is impossible, the Purchaser shall be entitled to claim damages, unless the Supplier is not responsible for the impossibility. However, the Purchaser's claim for damages shall be limited to 10% of the value of that part of the delivery which cannot be put into appropriate operation due to the impossibility. This limitation does not apply to the extent that liability is mandatory in cases of intent, gross negligence or due to injury to life, limb or health; this does not involve a change in the burden of proof to the detriment of the customer. The customer's right to withdraw from the contract remains unaffected.

2. If unforeseeable events within the meaning of Art. IV No. 2 significantly change the economic significance or content of the delivery or have a significant impact on the Supplier's operations, the contract shall be adjusted appropriately in good faith. If this is not economically justifiable, the supplier has the right to withdraw from the contract. If he wishes to make use of this right of withdrawal, he must inform the customer of this immediately after becoming aware of the significance of the event, even if an extension of the delivery time has initially been agreed with the customer.

XI. Other claims for damages

1. Claims for damages and reimbursement of expenses by the Purchaser (hereinafter referred to as claims for damages), regardless of the legal grounds, in particular due to breach of obligations arising from the contractual relationship and from tort, are excluded.

2. This does not apply to the extent that liability is mandatory, e.g. under the Product Liability Act, in cases of intent, gross negligence, injury to life, limb or health, or breach of essential contractual obligations. However, the claim for damages for the breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability is incurred for injury to life, limb or health. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

3. Insofar as the Purchaser is entitled to claims for damages under Article X, these shall become time-barred upon expiry of the limitation period applicable to claims for material defects pursuant to Article VII No. 2. In the case of claims for damages under the Product Liability Act, the statutory statute of limitations applies.

XII. Place of jurisdiction and applicable law

1. If the Purchaser is a merchant, the sole place of jurisdiction shall be the registered office of the Supplier in all disputes arising directly or indirectly from the contractual relationship. However, the supplier is also entitled to sue at the customer's registered office.

2. The legal relationships in connection with this contract shall be governed by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG)

XIII. Binding nature of the contract

The contract remains binding in its remaining parts even if individual provisions are legally invalid. This does not apply if adherence to the contract would constitute an unreasonable hardship for one party.