

THE ENGLISH TRANSLATION OF THESE TERMS AND CONDITIONS OF SALE IS FOR INFORMATION PURPOSES ONLY. ONLY THE GERMAN VERSION IS AUTHORITATIVE AND LEGALLY BINDING. IN THE EVENT OF ANY INCONSISTENCY OR DIFFERENCE IN INTERPRETATION BETWEEN THE GERMAN AND ENGLISH VERSIONS, THE GERMAN VERSION SHALL PREVAIL.

1. Area of application

- 1.1. These General Terms and Conditions of Sale apply to all contracts, contractual declarations, deliveries and services of ExpressKabel GmbH (hereinafter "**ExpressKabel**"), unless expressly agreed otherwise. The General Terms and Conditions of Sale also apply to all future deliveries, services or quotes from ExpressKabel by renewed reference upon conclusion of the contract. These terms and conditions only apply to *traders* within the meaning of [§ 14 BGB \(German Civil Code\)](#) who can prove their status by means of a corresponding VAT identification number
- 1.2. General terms and conditions of the Customer shall not apply, even if ExpressKabel has not separately objected to their application in individual cases. Even if reference is made to a letter that contains or refers to the terms and conditions of the Customer or a third party, this expressly does not constitute agreement with the validity of those terms and conditions. The same applies to delivery or payments.
- 1.3. ExpressKabel is entitled to change the General Terms and Conditions of Sale and other terms and conditions. Such changes are made exclusively for valid reasons, in particular due to unforeseeable and uncontrollable circumstances, as defined in Section 3.3, which have occurred after the conclusion of the contract and materially affect the relationship between performance and consideration obligations or make the performance of obligations impossible without the change or would only be possible with disproportionate effort. The same applies to changes due to new statutory or regulatory requirements or a change in case law. Changes that significantly affect the contractual balance between the parties shall not be made. Otherwise, changes require the consent of the customer.

2. Conclusion of contract / delivery

- 2.1. Supply contracts, as well as orders and acceptance, must be agreed in text form. A supply contract is concluded as soon as ExpressKabel sends the customer an order confirmation (*Auftragsbestätigung*) in text form. Insofar as individual agreements and arrangements have been made, they must be confirmed immediately in detail in text form (e.g. by e-mail) to become binding. Orders or acceptances by the Customer must correspond to ExpressKabel's non-binding quote or expressly references deviations.
- 2.2. Call-off orders must be scheduled and accepted by the Customer within six months of ExpressKabel's order confirmation, unless otherwise agreed. If the Customer fails to accept the order within this period or does not utilize an agreed call-off order within six months, ExpressKabel may, after granting a two-week grace period, at its discretion, require immediate acceptance and payment, withdraw from the contract, or claim damages for non-performance.
- 2.3. If, after conclusion of the supply contract, circumstances become known that justify doubts about the creditworthiness of the Customer, ExpressKabel is entitled to set a reasonable deadline within which the Customer must either make payment concurrently with delivery or provide security. After unsuccessful expiry of this period, ExpressKabel may withdraw from the contract or demand advance performance. In the event of withdrawal, the customer has no claims for non-performance.
- 2.4. Relevant delivery periods ex warehouse are specified in the quote and/or in the order confirmation, calculated from the time at which all production requirements are met. If ExpressKabel exceeds such a non-binding delivery period, the Customer may request ExpressKabel in text form to deliver within a reasonable period of time. Upon receipt of this request and expiry of the set deadline, ExpressKabel is in default. This applies unless a binding delivery time has been expressly agreed. ExpressKabel does not guarantee a specific transportation time.

- 2.5. Compliance with agreed delivery deadlines is subject to the Customer fulfilling its cooperation obligations on time, including the provision of all required documents, plans, drawings, data, material supplies, necessary approvals, and releases. It also requires adherence to agreed payment terms and all other obligations. If these requirements are not met in a timely manner, the delivery deadlines shall be extended accordingly, unless the delay is attributable to ExpressKabel.
  - 2.6. If the Customer defaults on acceptance, ExpressKabel may charge storage costs starting one month after notifying the Customer of readiness for dispatch. These costs shall be at least 0.5% of the invoice amount per month or part thereof, up to a maximum of 5% of the agreed price for the goods affected by the default. The Customer may provide evidence that no damage or a lower amount of damage has been incurred. ExpressKabel reserves the right to prove higher damages.
  - 2.7. The Customer is solely responsible for taking all necessary measures for importing the goods under the supply contract into its country, including obtaining import licenses and foreign exchange permits, in a timely manner. If the Customer becomes aware of any circumstances that may hinder the import, it must inform ExpressKabel immediately. If the procurement of the required import documents is uncertain, ExpressKabel may withdraw from the contract after setting an additional two-week deadline.
  - 2.8. For deliveries to EU member states, the Customer is obliged to provide ExpressKabel with his VAT identification number at the time of the order. If the Customer does not provide ExpressKabel with this VAT-ID or provides it incorrectly, ExpressKabel is entitled to demand compensation. The same applies if the customer does not provide ExpressKabel with the necessary confirmations regarding the transportation and final destination of the goods (*proof of shipment*) immediately upon receipt of the goods. The objection of contributory negligence is excluded; in particular, ExpressKabel is not obliged to check or have checked the correctness of a VAT-ID provided to it.
  - 2.9. In the case of exports to countries outside the European Union, the Buyer is obliged to provide ExpressKabel with any proof required by the applicable tax regulations immediately after delivery of the goods. If the Customer fails to fulfill this obligation, ExpressKabel is entitled to damages.
  - 2.10. ExpressKabel is entitled to make partial deliveries and render partial services insofar as this is reasonable for the Customer. Deliveries exceeding or falling short of the contractual quantity by up to 10%, in line with industry norms, do not constitute defects and must be accepted by the customer. Invoicing shall reflect the actual quantities delivered.
3. Limitation of Liability
    - 3.1. General limitation of liability
      - 3.1.1. ExpressKabel is liable for damages caused by its intent or gross negligence, including those of its representatives or vicarious agents, as well as for culpable injury to life, limb, or health, in accordance with statutory provisions. In cases of gross negligence, ExpressKabel's liability is limited to the foreseeable damage typical for the contract, unless one of the exceptional cases in paragraph 3.1.1, sentence 1 or 3, also applies. Otherwise, ExpressKabel is only liable [under the Product Liability Act](#), for the culpable breach of obligations whose fulfilment is essential for the proper execution or performance of the contract and on whose compliance the contractual partner may regularly rely (so-called *Kardinalpflichten*) or insofar as ExpressKabel has fraudulently concealed the defect or has assumed a guarantee for the quality of the delivery item. A claim for damages due to the breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless one of the exceptional cases mentioned in paragraph 3.1.1 exists at the same time.
      - 3.1.2. The provisions of paragraph 3.1.1 apply to all claims for damages, including damages in addition to or in lieu of performance, regardless of the legal basis—whether arising from defects, breach of contractual obligations, tort, or claims for reimbursement of futile expenses. They also govern liability for delays, force majeure, and defects, including warranty claims, subject to the additional provisions in sections 3.2 to 3.4.
      - 3.1.3. The above provisions do not shift the burden of proof to the detriment of the Customer.
    - 3.2. Exclusion of liability in the event of default

If ExpressKabel defaults on its contractual obligations, its liability is limited to the directly resulting, foreseeable damage customary in the industry. Absent intent or gross negligence, liability is further capped at the order value of the specific order. Liability for downtime, lost profits, and other indirect or financial damages due to delay is excluded, unless an exception under section 3.1.1 applies.
    - 3.3. Exclusion of liability in the event of disruption of performance obligations due to Force Majeure

Force majeure, labor disputes, unrest, official measures and other unforeseeable, unavoidable and serious events, such as the threat of war, outbreak of armed conflicts, closure of shipping routes and similar events

("Force Majeure"), release the contractual partners from their performance obligations for the duration of the disruption and the extent of its effect. Force majeure at a supplier of ExpressKabel and a resulting delay in delivery by ExpressKabel is equivalent to direct Force Majeure affecting ExpressKabel. This also applies if these events occur at a time when the affected contractual partner is already in default, unless this contractual partner caused the preceding default intentionally or through gross negligence. The contractual partners are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith. If delivery becomes impossible due to force majeure, ExpressKabel's obligation to deliver shall lapse. In such cases, the customer is not entitled to claim damages.

3.4. Exclusion of liability for defects

The Customer's claims for reimbursement of necessary expenses for subsequent performance, including transport, travel, labor, and materials, are excluded if the costs increase due to the goods being moved to a location other than the contractually agreed place of delivery—unless an exception under section 3.1.1 applies. Additional claims, particularly for consequential damages, are also excluded unless an exception under section 3.1.1 applies.

4. Prices and payment

4.1. All prices are based on the cost ratios at the time of conclusion of the contract. If the agreed delivery takes place four (4) months after order confirmation and material, wage or other costs increase up to the day of delivery, ExpressKabel is entitled to make reasonable surcharges for the cost increases that have occurred on the basis of its original price calculation.

4.2. All prices are EXW ExpressKabel (Incoterms 2020), plus the applicable value added tax. Unless otherwise agreed, packaging and freight costs shall be borne by the customer.

4.3. Empties packaging such as reels, drums, and barrels ("**Empties**"), are invoiced separately and must be paid for by the Customer along with the delivered goods. Ownership transfers to the Customer upon full payment. The Customer may return Empties in perfect, clean, and reusable condition to ExpressKabel at its own expense and risk within six months of the invoice date. In such cases, the full purchase price will be refunded. ExpressKabel does not accept returns of disposable packaging.

4.4. If ExpressKabel and the Customer have agreed to loan the Empties instead of selling them, deviating from section 4.3, the Customer must return them to the ExpressKabel warehouse at its own expense and risk within six (6) months of the invoice date. If the Customer causes damage to the Empties, ExpressKabel may claim compensation for the repair costs incurred, including any necessary cleaning. If the Empties become unusable due to damage or if, at ExpressKabel's reasonable discretion, repair is not economically viable, the Customer must reimburse their value. If the Empties are not returned on time, ExpressKabel may, after granting a two-week grace period, charge the Customer for their full value. Ownership of the Empties transfers to the Customer upon full payment.

4.5. Costs for tools shall be charged separately without the Customer acquiring any rights to the tools.

4.6. Cash discount promises are subject to the settlement of all due claims. ExpressKabel only accepts bills of exchange by agreement on account of performance. Expenses are borne by the Customer.

4.7. The Customer may offset or withhold payments only for counterclaims that are undisputed or legally established.

4.8. Credit notes and refunds do not constitute recognition of fault or a legal obligation.

5. Freight conditions

5.1. Unless otherwise agreed, the risk transfers to the Customer when the goods leave ExpressKabel's warehouse or are declared ready for shipment. Upon request and at the Customer's expense, ExpressKabel will arrange insurance as specified by the Customer.

5.2. ExpressKabel will determine the shipping route and transportation method at its reasonable discretion, without guaranteeing the most cost-effective option. If the Customer requests a different mode of transportation, any additional costs incurred shall be borne by the Customer.

5.3. In the event of unforeseen circumstances or force majeure, as defined in section 3.3, ExpressKabel may pass on any resulting increases in freight and insurance costs to the Customer.

6. Retention of title

6.1. The goods remain the property of ExpressKabel until all current and future claims arising from the business relationship with the Customer have been fulfilled. The Customer is obliged to store the goods separately.

The retention of title also extends to the recognized balance, insofar as ExpressKabel books claims against the Customer on current account (current account reservation).

- 6.2. The Customer shall process or treat the goods on behalf of ExpressKabel without ExpressKabel incurring any obligations as a result. Upon receiving the reserved goods, the Customer shall, in advance, transfer to ExpressKabel any co-ownership rights arising from their mixing or combination with other items. The Customer shall store the resulting products or aggregates for ExpressKabel.
  - 6.3. The Customer may sell the goods subject to retention of title, including items resulting from their processing or treatment, only under the same retention of title conditions. The Customer shall not impair ExpressKabel's retention rights by disposing of the goods in any manner, such as pledging or transferring them as security. ExpressKabel reserves the right to revoke the Customer's authorization to resell any goods owned or co-owned by ExpressKabel at any time and to demand collateral if the Customer fails to meet its payment obligations.
  - 6.4. The Customer must immediately notify ExpressKabel in writing of any actual or legal access by third parties to the reserved goods as well as any damage or loss thereof.
  - 6.5. The Customer assigns to ExpressKabel in advance all claims arising from the resale of the reserved goods or from other legal grounds (including all current account balance claims). If the reserved goods are sold together with other items not owned by ExpressKabel or included in work deliveries, the assignment applies only to the invoice value of the reserved goods. The Customer is revocably authorized to collect the assigned claims on behalf of ExpressKabel in its own name and at its own expense. ExpressKabel may revoke this authorization at any time if the Customer fails to meet its payment obligations.
  - 6.6. If the realizable value of the securities exceeds ExpressKabel's secured claims by more than 20%, ExpressKabel shall release securities of its choice upon the Customer's request.
7. Invoicing and invoice correction
    - 7.1. Invoicing.

Unless otherwise agreed, ExpressKabel issues invoices in the form of electronic invoices (e-invoices) in accordance with § 14 UStG and the requirements of CEN standard EN 16931, using the ZUGFeRD format. The Customer agrees to the receipt of e-invoices. Separate consent is not required if electronic invoicing is required by law.
    - 7.2. Upon the Customer's request, a paper invoice may be issued, provided the transaction is not subject to mandatory e-invoicing. A processing fee may apply for issuing a paper invoice.
    - 7.3. Invoice correction.

If an invoice correction is required, § 31 UStDV shall apply. Corrections shall be made in the same form as the original invoice if legally required. The Customer is not entitled to request a correction in a format that does not comply with legal requirements. Corrections may only be requested for justified and verifiable errors. Changes that do not meet tax or legal requirements will not be made.
8. Default of payment
    - 8.1. The Customer shall be in default without the need for a reminder if payment is not made by the calendar date specified in the order confirmation. It is sufficient that the due date is agreed—at the latest upon contract conclusion—in a manner that allows the payment deadline to be determined based on a specific calendar date.
    - 8.2. In the event of payment default by the Customer, ExpressKabel's existing claims against the Customer arising from the underlying legal transaction shall become due for payment immediately, irrespective of any payment terms previously granted.
    - 8.3. If the Customer defaults on payment, all outstanding claims by ExpressKabel arising from the underlying legal transaction shall become immediately due, regardless of any previously granted payment terms.
    - 8.4. To secure all present and future claims arising from the business relationship, the Customer grants ExpressKabel a lien on the materials provided for order execution, as well as on any claims replacing them. In the event of payment default or credit default, ExpressKabel is entitled to sell the pledged material on the open market at the London Metal Exchange market price or, if not listed, at the average German market price on the day the default occurs.
9. Claims for defects
    - 9.1. The Customer must inspect the delivered goods immediately upon receipt. Claims for obvious defects may only be asserted within two weeks of delivery. For deliveries based on a sample or specimen, claims for

hidden defects are excluded if the delivered goods match the sample or specimen. If the defect originates from materials provided by the Customer, any defect claims shall be void.

- 9.2. All defect claims require that the defect is reported to ExpressKabel in writing or electronically immediately upon discovery and before processing or handling. A sample of the rejected goods must also be provided. Transport damage must be noted on the consignment note and delivery bill and confirmed by the driver's signature.
- 9.3. If a material defect or defect of title arises within the applicable limitation period under Section 9.5, ExpressKabel may, at its discretion, either restore the goods to the contractual condition or provide a replacement free of charge and carriage paid to the contractual place of delivery, subject to the return of the defective goods. Otherwise, Section 3 shall apply, and the replaced goods shall become the property of ExpressKabel. If repair or replacement fails, the Customer may withdraw from the individual order contract or request a price reduction.
- 9.4. If ExpressKabel has provided a guarantee of quality and/or durability (Section 443 BGB) for the delivery or any of its parts, it shall be liable under the terms of the guarantee. However, ExpressKabel shall only be liable for damages resulting from the absence of the guaranteed quality or durability if the risk of such damages is clearly covered by the guarantee, and they do not occur directly on the delivered goods.
- 9.5. All other defect claims by the Customer expire 12 months after delivery.

## 10. Property rights

- 10.1. Unless otherwise agreed, ExpressKabel is only obligated to deliver goods free from third-party industrial property rights and copyrights ("Property Rights") in the country of the designated place of delivery. If a third party asserts justified claims against the Customer due to an infringement of Property Rights by ExpressKabel's deliveries, used in accordance with the contract, ExpressKabel shall be liable within the period specified in Section 9.5 as follows:
  - 10.1.1. ExpressKabel will, at its discretion and expense, either obtain a right of use for the affected deliveries, modify them to avoid infringement, or provide a replacement. If none of these options are feasible under reasonable conditions, the Customer may exercise its statutory rights of withdrawal or price reduction.
  - 10.1.2. ExpressKabel's liability for damages is governed by Section 3.
  - 10.1.3. The above obligations apply only if the Customer promptly notifies ExpressKabel in writing of the third-party claims, refrains from acknowledging any infringement, and allows ExpressKabel to conduct all defense measures and settlement negotiations. If the Customer discontinues use of the delivery to mitigate damages, it must inform the third party in writing that such cessation does not constitute an acknowledgment of an infringement of Property Rights.
- 10.2. The Customer's claims are excluded if it is responsible for the infringement of Property Rights.
- 10.3. Claims are also excluded if the infringement results from the Customer's specific requirements, an application not foreseeable by ExpressKabel, modifications made by the Customer, or use with products not supplied by ExpressKabel.
- 10.4. If deliveries based on drawings or specifications provided by the Customer infringe third-party Property Rights, the Customer must indemnify ExpressKabel against all resulting claims.
- 10.5. For other defects of title, the provisions of Section 9.3 apply accordingly.
- 10.6. Further claims against ExpressKabel and its vicarious agents beyond those regulated in this Section 10 are excluded.

## 11. Social responsibility

- 11.1. ExpressKabel considers social responsibility a fundamental aspect of its supply relationships and corporate activities. This commitment extends to its own employees, the employees of contractual partners and customers, as well as society as a whole.
- 11.2. The following principles are of particular importance: respect for human dignity and human rights, prohibition of child and forced labor, non-discrimination, freedom of association, compliance with national standards on wages, working hours, and health protection, environmental protection, and anti-corruption measures.
- 11.3. Serious or repeated violations of these principles by the Customer make it unreasonable for ExpressKabel to continue the supply relationship. In such cases, ExpressKabel is entitled to terminate both individual agreements or framework agreements with the Customer without notice for good cause.

## 12. Confidentiality

The Customer agrees to treat as business secrets (all "**Confidential Information**") obtained through its business relationship with ExpressKabel, including: (i) commercial and technical information not publicly available, (ii) information marked as "Confidential" or similarly designated, and (iii) information that, given the circumstances, should reasonably be considered confidential. The Customer shall not disclose Confidential Information to third parties without ExpressKabel's prior written consent and must take appropriate measures to protect it from unauthorized access. These obligations remain in effect for two (2) years beyond the termination of the supply contract. The Customer must also ensure that its employees, vicarious agents, and assistants comply with these confidentiality obligations.

## 13. Place of performance, choice of law, place of jurisdiction, arbitration proceedings

13.1. The place of fulfilment is the registered office of ExpressKabel.

13.2. Choice of law.

The laws of the Federal Republic of Germany shall exclusively apply. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) is excluded. German law shall also govern any present and future obligations covered by EC Regulation No. 864/2007 on the law applicable to non-contractual obligations ("Rome II").

13.3. Ordinary legal process (customers from EU or EEA states)

For all legal disputes arising from the supply contract, its conclusion or validity, the exclusive place of jurisdiction is ExpressKabel's registered office, provided that the Customer is organized in the EU or EEA. However, ExpressKabel reserves the right, to assert claims against the Customer at the Customer's place of business.

13.4. Arbitration (for customers outside the EU or EEA, including Swiss companies)

13.4.1. All disputes arising from or in connection with this contract or its validity shall be resolved through final and binding arbitration under the Rules of Arbitration of the German Institution of Arbitration (DIS), without recourse to ordinary courts. This provision applies exclusively to Customers based outside the European Union or the European Economic Area (EEA).

13.4.2. The arbitration tribunal shall consist of three arbitrators. Each party is entitled to appoint one arbitrator. The third arbitrator, who acts as chairman of the arbitration tribunal and must be a fully qualified lawyer, is chosen by the other two arbitrators.

13.4.3. The language of the arbitration tribunal is German.

13.4.4. German law shall be the applicable substantive law. The judgment of the arbitral tribunal shall be final and binding on the parties.

## 14. Data protection clause

ExpressKabel is authorised to process and store the Customer's personal data for contract execution, including order processing, delivery, and communication. This data may be shared with necessary third parties, such as logistics service providers. Processing is conducted in compliance with the General Data Protection Regulation (GDPR) and applicable national data protection laws. For further details on data processing, please refer to ExpressKabel's privacy policy.

## 15. Miscellaneous

15.1. The transfer of the Customer's rights and obligations under the contract with ExpressKabel requires ExpressKabel's written consent to be valid. This requirement does not apply to monetary claims.

15.2. If any provision of these terms and conditions or any other agreement is or becomes invalid or unenforceable, the validity of the remaining provisions and the contract shall remain unaffected. In such a case, the parties shall use reasonable efforts to agree on an alternative provision that best reflects their original intent when entering into the supply contract.