

Terms and Conditions of Sale (Export)

Only applicable for international business

1. General information:

Our terms of delivery and payment shall apply exclusively. Deviating terms of purchase are objected to. These shall only be effective insofar as and if they have been confirmed by us in writing.

2. Price basis:

Cables & Wires

The prices which are valid on day of the order Metal calculation copper: The price include a copper basis of EUR 150,- for 100 kg copper (with the exception of direct burial cable: Cu-Basis-0- and telephone cable: Cu-Basis EUR 100.-). Computation base for the sales price is the published DEL stock exchange quotation for copper of the day preceding the day when the order is entered plus the procurement costs (min. 1%). The sales price is increased or reduced by the difference between copper basis and DEL quotation. The copper number is to be multiplied by the copper difference. The copper number applies, if not otherwise noted, to 1000 m. Other metals (e.g. aluminium, nickel, lead) are handled analogue to the copper settlement. The basis is the values from our offers. All metal surcharges and discounts always apply pure net.

Accessories

The prices which are valid on the day of the order shall apply. Metal calculation brass: The prices contain a brass basis of EUR 150.- for 100 kg brass. Computation base for the sales price is the brass quotation (stock exchange publication for MS 58. Processing stage 1) on the day upon which the order is received, plus the procurement costs. The sales price is increased or reduced by the difference between brass basis and brass quotation by offsetting respectively 5% brass surcharge or discount per full EUR 13.-/100 kg. These surcharges shall always apply pure net. The prices only apply with the acceptance of complete packaging units (VE). With smaller purchased volumes or part of a package we charge 5 Euro surcharge for a shortfall in quantity.

3. Minimum order value, freight and shipment costs:

Total-Minimum-Order Value per single order = EUR 50,- (excl. metal surcharges or any other additional expenses).

For orders below this amount a handling surcharge of EUR 35,- will be applicable.

Minimum net order values (excl. metal surcharge) for Incoterms FOB and DDU are as follows:

- Road shipment (truck) within Europe = DDU Place of Destination ≥ EUR 1000,-

(max. 800 km circle road distance around Hemmingen / Stuttgart)

- Air shipment = FOB Stuttgart Airport ≥ EUR 500,-

- Ocean shipment = FOB German Seaport ≥ EUR 1500,-

Delivery terms are based on the latest edition of INCOTERMS (international Commercial Terms)

4. Cut costs:

We charge cut costs for requested cut lengths outside of our shelves and stock lengths. Cut length surcharge per cut EUR 15,-.

5. Fiber optic cables:

Fiber optic cables are excluded from exchange. In case of faulty delivery the goods will be replaced. Further claims are explicitly rejected.

6. Packaging costs:

Shipping packaging are charged or made available on loan. The delivery of lattice boxes and Euro pallets is carried out in exchange. Disposal barrels shall be charged and cannot be taken back. We reserve the right to make the decision to ship KTG or disposable drums.

a) The terms and conditions of KTG Köln Kabeltrommel GmbH shall apply exclusively to KTG drums. P. O. Box 62 03 80, 51063 Cologne. You can find the terms and conditions of KTG in the annex to our catalogue.

b) Packing as per IPPC (International Plant Protection Convention)

For countries requiring IPPC conform packing standard, we reserve the right to charge for special drums, fumigation or heat treatment as well for issuance of special phytosanitary certificates.

7. Delivery quantities:

The delivery is made as stated in our order confirmation. Partial deliveries are explicitly recognised as permitted. We reserve the right to excess and shortfall in deliveries of 10%. In case of customer-related special productions this can be up to +15% of the ordered quantity. Special lines shall be delivered in production lengths based on the production technology. Partial deliveries are permitted.

8. Costs for taking goods back:

Goods returns must be reported and principally require our approval. Reductions in value of the goods in case e.g. of missing packaging or through traces of use shall be borne by the buyer.

A processing fee of 30%, at least however of EUR 10,- will be charged in case of returns of properly ordered and delivered goods.

9. Payment:

Payment condition: according to agreement

Despite contrary provisions of the buyer we are entitled to initially offset payments against its older debts. If costs and interest have already been incurred then we are entitled to initially offset the payment against the costs, then against the interest and finally against the main payment.

A payment shall only be deemed as made if we can dispose over the amount if therefore in the event of bank transfers or cheque payments the final valuation has been carried out for our benefit.

If the buyer is in default we are entitled to charge interest on default in the amount of eight percentage points above the base lending rate from the relevant point in time.

We can deem the conclusion of a contract dependent on payment in advance. If this does not take place then settlement of the delivered part of the goods can merely be carried out with partial deliveries and then payment in advance or immediate payment be requested before the further delivery in case no payments are made. Statutory consequences of default are not affected by these regulations.

The buyer is only entitled to offsetting, retention or reduction, even if complaints of defects or counter-claims are asserted, if the counter-claims have been declared final and binding or are undisputed. Insofar as payment by bill of exchange is agreed the satisfaction effect shall also only occur after the final valuation.

10. Reservation of title:

The goods shall remain our property. Processing or conversion are always carried out for us as manufacturer, however without obligation. If our (co-)ownership ceases to apply through connection, then it is hereby agreed now already that the (co-)ownership of the buyer to the uniform object is assigned to us pro rata of the value (invoice value). The buyer shall keep the goods to which we obtain (co-)ownership in safekeeping free of charge. Goods, to which we are entitled to (co-) ownership, are hereinafter referred to as reserved goods.

The buyer is entitled to process and sell the reserved goods in property business transactions as long as it is not in default. If it is in default, insolvent or over-indebted then a processing and sale is only permitted still with our explicit written consent. No explicit revocation or consent for the sale is required. Pledges or assignments as collateral are not permitted. The buyer hereby now already assigns the claims incurring from the resale or any other legal grounds (insurance, tortious act) with regard to the reserved goods (including all balance claims from current account) to us in full as a precautionary measure. We irrevocably authorise the buyer to collect the assigned claims in its own name for its own account. This collection mandate can only be revoked if the buyer does not properly satisfy its payment obligations.

In case of access of third parties to the reserved goods the buyer shall point out our property and inform us immediately.

In case of conduct of the buyer which is in breach of the contract (in particular default of payment) we are entitled to take the reserved goods back or if applicable request assignment of the claim for hand-over of the buyer against third parties. The taking back of the goods and the attachment of the reserved goods by us does not represent a cancellation of the contract – insofar as the instalment payment law does not apply.

11. Delivery deadline:

The dates and deadlines stated by us are non-binding insofar as not explicitly agreed in writing. This applies in particular if we do not agree upon a fixed delivery date, but merely confirm that we will deliver at the time which is possible for us at the earliest („as quickly as possible“ „immediately“ or similar formulation). In such cases the buyer shall, insofar as not explicitly otherwise agreed in writing, allow us a delivery period of at least 6 weeks, in case we are not responsible for a delay.

12. Delays in delivery and service:

We shall not be held responsible for delays in delivery and service owing to force majeure and owing to events which make the delivery far more difficult or impossible – these also include subsequently occurred difficulties in procuring materials, interferences to operation, strike, lock-out, shortage of personnel, shortage of transport means, official orders, etc., also which occur at our suppliers or sub-suppliers – even with binding agreed deadlines and dates. They entitle us to postpone the delivery or service by the duration of the impediment plus a reasonable leadtime or to cancel the contract in full or in part owing to the not yet satisfied part.

If the impediment lasts longer than three months the buyer is entitled after setting a reasonable final deadline to cancel the contract with regard to the not yet satisfied part.

Insofar as we are responsible for the non-observance of binding promised deadlines and dates or we are in default the buyer shall be entitled to interest on default in the amount of 5% of the invoice value of the deliveries and services affected by the default. Claims beyond this are excluded unless the default is due to at least gross negligence.

We are entitled to make partial deliveries and partial services at all times.

13. Warranty:

We guarantee that the products are free of manufacturing and material defects. The warranty period is 12 months. The warranty period shall begin with the delivery date. All warranty shall cease to apply if operating or service instructions are not complied with, changes made to the products, parts replaced or consumables used, which do not comply with the original specifications.

The buyer must inform us of a possible defect immediately in writing, however by no later than within one week after receipt of the object of delivery. This applies of course to defects which can be noticed within this deadline with careful inspection.

Defects, which cannot be discovered within this deadline even with careful inspection are to be reported to us in writing immediately after they are discovered. The report of defect must in all cases contain the delivery note and invoice number.

In case of justified reports of defects we are entitled to three attempts at subsequent improvement, however we can also alternatively at our choice provide a replacement. The provision of a replacement is instead of one of the attempts at subsequent improvement so that for example after two unsuccessful attempts at subsequent improvement a replacement is provided or an immediate replacement is subsequently improved two times. Within the framework of the justification of the report of the defect the warranty is free of charge for the buyer with regard to necessary secondary costs such as freight costs. However, this shall not apply if at the explicit request of the buyer an inspection, meeting, examination or similar procedure is carried out at the buyer's registered seat. These costs are to be reimbursed by the buyer even if the report of the defect is justified.

If, following a report of a defect by the buyer, the goods are returned to us at our request we accept the goods exclusively in order to examine the report of a defect. This acceptance of the goods for examination of the report of a defect does not represent any acknowledgement of the report of a defect. If the buyer sends the goods back to us without request and if it is determined that the report of a defect was unjustified, we do not have to hand the goods over to the buyer again. The goods will then be located in our company at the buyer's risk. If the attempts at subsequent improvement fail after a reasonable period of time the buyer can at its choice request retributory action or reduction.

A liability for normal wear and tear is excluded.

Only the buyer is entitled to warranty claims, these are not transferable. All other warranty claims are explicitly excluded with the exception of those claims for compensation which result from warranted properties which should secure the buyer against the risk of consequential damages from defects. The prerequisite is however the written warranted property.

14. Warranty:

A warranty cannot be assumed for the suitability of the supplier's product for the buyer's intended use.

Proposals for use are only made to the best of knowledge and belief. However, they are non-binding and do not release the buyer from own tests and inspections. In no way can liability for damages or disadvantages be derived from these.

15. Changes to construction:

The supplier reserves the right to make changes to construction which become necessary as a result of further technical development and change to the production process. The diameter information with cables and lines are subject to the fluctuations in production technology.

16. Liability:

Claims for damages from default, impossibility to provide the service, positive breach of claim, fault upon conclusion of the contract and due to tortious act are excluded insofar as the damages were not caused through willful or grossly negligent actions of the supplier.

This restriction to liability shall apply to the same extent to the employees and vicarious agents of the supplier.

17. Place of performance and place of jurisdiction:

The place of performance and place of jurisdiction for both parties is Ludwigsburg/Württemberg. / Germany

18. Final provision:

The other contractual parts shall also remain legally binding with the legal invalidity of individual contractual points of our General Terms of Delivery and Payments..