

# Südkabel GmbH

## General Terms and Conditions of Sale

### 07/2024 – for use in business transactions with entrepreneurs –

#### 1. General Provisions

1.1 These General Terms and Conditions of Sale apply to business transactions of Südkabel GmbH (hereinafter also referred to as "we", "our", "us", "Supplier" etc.) with companies within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and funds under public law (hereinafter referred to as "Customer", "Purchaser"), both for the present contract and as a framework agreement for all future contracts of the same kind with Customers. All deliveries and services including proposals, consultations and other ancillary services (hereinafter collectively also referred to as "Deliveries") shall be made on the basis of these Terms and Conditions of Sale.

1.2 These Terms and Conditions of Sale shall apply exclusively. Any terms and conditions of the Customer that conflict with or deviate from our Terms and Conditions of Sale or statutory provisions shall not apply unless Südkabel has expressly agreed to their validity in writing. This shall apply even if Südkabel has not expressly objected or if Deliveries have been made by Südkabel without reservation or payments have been accepted without reservation.

#### 2. Conclusion and Content of the Contract

2.1 Pre-contractual messages from the Supplier (in particular contract offers, descriptions and cost estimates) are always subject to change and non-binding, unless the Supplier expressly designates them as binding. Unless agreed otherwise, they refer to standard commercial quality. Agreements will only become binding once the Supplier confirms the order in writing.

2.2 The requirement for written form will be deemed complied with if the declaration of acceptance is made by electronic data transmission, by e-mail as a PDF document or by fax. The Supplier shall also remain entitled to bring about the conclusion of a contract by making Deliveries without reservation or by invoicing Deliveries in full or in part.

2.3 The Supplier may accept an offer of the Purchaser for a contract within two (2) weeks of its submission. Until the end of this period, orders are irrevocable. If the Supplier remains silent with regard to such an offer, this shall not constitute confidence in the conclusion of a contract. The same applies if the Supplier remains silent with regard to a commercial letter of confirmation. If the receipt of the order confirmation by the Purchaser is delayed, the Purchaser shall without delay inform the Supplier of this.

2.4 If a letter of confirmation from the Purchaser deviates from an offer of the Supplier or the Supplier's order confirmation or extends or restricts it, the Purchaser shall highlight the changes as such.

#### 3. Prices

3.1 The price lists valid at the time of delivery shall apply. Any prices in the offer that deviate from the list prices, too, are subject to change and non-binding for repeat orders.

3.2 All prices are prices without metal or processing prices and do not include non-ferrous metals and VAT. VAT will be charged additionally at the statutory rate applicable on the date of performance.

3.3 In the case of full-price transactions, the prices include the daily values of the non-ferrous metals plus VAT. The metal values are determined on the basis of the raw material quotations on the day after the confirmed receipt of the order. If no quotation is made on this day, the next following quotation shall apply. The quotations of LME Cash Seller and Settlement and the premiums valid at the time of delivery according to the price list sent to the Customer with our offer shall be used as commodity quotations, provided that the Supplier is able to procure the metal at these conditions. Otherwise, the effective procurement prices shall apply.

3.4 The daily values of the non-ferrous metals will be determined using the metal figures listed in the price lists. If the non-ferrous metals are provided by the Purchaser, a discount will be granted on the daily value of the non-ferrous metals, which shall be calculated in the same way as for full business. The metals to be provided must be available to the Supplier as of the time the order is placed, but no later than six weeks prior to the planned delivery date.

3.5 Unless agreed otherwise, the prices are quoted "carriage paid wagon federal railway station place of use", for general cargo shipments to general cargo locations "free, excluding area freight reception" or "free ship of the unloading point of the place of use" and for lorry shipments "carriage paid municipal tariff area place of use", in each case excluding unloading. Additional costs due to special shipping regulations and postal shipments shall be borne by the Purchaser.

3.6 The prices do not include shipping packaging (cartons, boxes, containers, spools, barrels, crates). The Supplier will invoice the despatch packaging to the Purchaser. If immediately returned in good condition and free of carriage charges and expenses, boxes, containers, spools, barrels and crates will be credited to the Purchaser as follows: 2/3 for boxes, barrels and crates; 9/10 for containers; full amount for spools, in each case in relation to the amount that the Supplier invoiced to the Purchaser.

3.7 Under no circumstances shall drums and supporting timbers become property of the Purchaser. Except for cable drums of Kabeltrommel GmbH & Co. KG (KTG), the drums and supporting timbers are property of the Supplier and are only made available to the Purchaser on a rental basis for a limited period. The Purchaser shall also bear the risk of accidental loss or accidental deterioration of the packaging until it is received back at the supplying plant. He shall ensure that it is returned without delay.

Emptied drums shall continually and without delay be reported to the Supplier in order to arrange for their return. The freight costs for the return shall be borne by the Supplier. If empty drums of the Supplier are returned without our consent, the costs arising from the return shall be borne by the Purchaser. During the first six months of absence from the supplying plant, the drums are provided free of charge. For the 7<sup>th</sup> to 12<sup>th</sup> month, the rent per month is 15% of the drum value. For KTG drums that have not been returned to KTG by the Purchaser or released to KTG in writing, by telephone or via the Internet (via <https://www.kabeltrommel.de>) by the end of 12 months counting from the date of the delivery note of the respective supplier, the full applicable sales price for the respective drum will be charged from the end of these 12 months instead of the rent. The same applies to our own drums if this release is not returned to us by the end of 12 months. Notwithstanding Section 444 of the German Civil Code (BGB), the sale of the respective drum takes place under exclusion of any and all warranty. The respective drum remains property of KTG until the purchase price is fully paid. In the case of our own drums, it remains property of Südkabel GmbH. Even if the Purchaser is unable to send them back through no fault of his own, the obligation to pay the rent shall continue until the drums are received at the supplying plant. KTG is prepared to take back KTG drums that are returned to KTG after the above-mentioned period, but before the end of three years counting from the date of the delivery note of the respective supplier. Provided that the drums are in a proper and usable condition, KTG will reimburse 25% of the applicable sales price of the respective drum. If drums arrive at the supplying plant in a damaged state, the repair costs shall be borne by the Purchaser. Separate terms and conditions apply to steel drums in accordance with the current price list.

**3.8** In the event of delivery on drums of Kabeltrommel GmbH & Co. KG (KTG), Camp-Spich-Str. 55/59, 53842 Troisdorf, Germany, a direct rental relationship comes into existence between the Purchaser and KTG as of the time of the risk transfer according to the terms and conditions of transfer applicable at that time.

**3.9** The Supplier may invoice the Purchaser for all ancillary charges, public levies and any additional taxes, customs duties, freight charges or increases and surcharges of such, including those incurred by upstream suppliers.

## **4. Terms of Payment**

**4.1** Notwithstanding any other agreements, invoices are payable net without deduction within thirty (30) days of the invoice date.

**4.2** Despatch packaging is payable without any deduction.

**4.3** Payments shall be made free of charge to the Supplier's paying agent.

**4.4** All payments shall be made in such a way that the Supplier has unrestricted access to the respective amount on the due date. The date on which the Supplier receives the payment shall determine whether the payment has been made on time.

**4.5** In the event of late payment, the Supplier may charge default interest in the amount of nine (9) percentage points above the respective base interest rate pursuant to Section 247 of the German Civil Code (BGB). Further claims and rights of the Supplier due to the Purchaser's late payment shall remain unaffected. In the event of non-compliance with the agreed terms of payment, all claims of the Supplier shall become due immediately, irrespective of any bills of exchange accepted. In this case, the Purchaser will be in arrears even without a reminder.

**4.6** The Purchaser shall only be entitled to rights of set-off and retention insofar as the respective counterclaims have been legally established, are ready for decision or are undisputed.

**4.7** If metals (copper, aluminium, lead) are covered at the Purchaser's request without a specified order being placed at the same time, the metals will be invoiced. The metal invoice is due immediately and payable without any deduction. Upon payment, the metal becomes property of the Purchaser. If no order is placed or in the event of revocation after successful procurement of metal, the procured metals shall nevertheless be collected and paid for in full.

## **5. Delivery Periods, Delivery Dates, Delay**

**5.1** Unless expressly agreed otherwise, the delivery will take place "ex works".

**5.2** The delivery period specified in the offer is subject to change. A delivery time agreed in the order confirmation (delivery dates or delivery periods) shall be considered as approximate, unless a fixed period or a fixed date has been expressly promised or agreed. The calculation of the delivery time shall begin as of the date of conclusion of the contract. However, the binding nature of an agreed delivery time shall be subject to the binding clarification of all details of the order, including all technical questions, the availability of any required permits and documents and the Purchaser's compliance with his obligations pursuant to our order confirmation up to that time.

**5.3** Unless expressly agreed otherwise, the Supplier may make partial Deliveries. In the event of delays of partial Deliveries, the Purchaser cannot assert any rights with regard to the other partial quantities. The call-off orders for the individual partial Deliveries are to be placed at intervals and in quantities as equal as possible and in good time in order to ensure due manufacturing and delivery within the contractual period.

**5.4** If the Supplier is in default with the delivery or other services, the Supplier's liability shall be governed by the statutory provisions, subject to the following limitations, provided that the Purchaser has credibly demonstrated that he has incurred damage. The damage caused by the delay suffered by the Customer shall be limited to 0.1% of the net price of the delivery for every full week of delay, up to a maximum of 5% of this net price.

**5.5** Both claims for damages by the Purchaser due to delayed delivery and claims for damages in lieu of performance that go beyond the limits specified in this section 5 are excluded in all cases of delayed delivery, even after expiry of any delivery deadline set for the Supplier. Section 13.2 shall apply by way of analogy. The Purchaser may only rescind the contract within the scope of the statutory provisions if the Supplier is responsible for the delivery delay. The aforesaid regulations are not associated with any change of the burden of proof to the disadvantage of the Purchaser.

## **6. Excess/Short delivery, Specified Dimensions and Weights**

Partial, excess or short Deliveries are permissible insofar as the Customer can reasonably be expected to accept such, taking into account customary tolerances. Deviations of up to 5% in the length, quantity and/or weight of Deliveries, including, but not limited to, cables, are customary in the industry. All specifications regarding the diameter and weight of the cable are non-binding and are only approximate. Length markings applied are also only approximate and cannot be used as a basis for calculating the price. For the determination of the shipping weight, the scales of the supplying plant that have been tested and authorised by the measurements office shall be authoritative.

## **7. Risk Transfer**

The risk of accidental loss and accidental deterioration shall pass to the Purchaser even in the case of carriage paid delivery, even if partial Deliveries are made, in the case of Deliveries without installation or assembly, when the Delivery is despatched or the Purchaser is notified that it is ready for collection and, in the case of Deliveries with installation or assembly, on the day of acceptance at the Purchaser's own premises or, if agreed, upon acceptance.

## **8. Right of Non-Delivery, Right to Collateral, Right of Rescission of the Supplier**

The creditworthiness of the Purchaser is a precondition for the delivery obligation. If, after conclusion of the contract, the Supplier receives information that no longer makes it appear unproblematic to grant credit in the amount resulting from the order, or if facts arise that give rise to doubts in this respect, including, but not limited to, in the event of significant deterioration of the financial situation (debt enforcement, suspension of payments, application for insolvency proceedings or existence of the conditions for this, dissolution of business, transfer of business, pledging of goods or transfer of goods, inventories or receivables as collateral, etc.), the Supplier may carry out outstanding Deliveries or services only against advance payment or furnishing of adequate collateral. If the Purchaser fails to make advance payments or furnish adequate collateral within a reasonable period, the Supplier may rescind the contract or demand damages in lieu of performance. Other rights of rescission of the Supplier remain unaffected.

## **9. Retention of Title**

**9.1** The objects of the Deliveries (hereinafter referred to as "**Goods Subject to Retention of Title**") shall remain property of the Supplier until all his claims or receivables against the Purchaser, which arise from the business relationship, are settled.

**9.2** The handling and processing of Goods Subject to Retention of Title by the Customer shall take place free of charge on behalf of the Supplier as a manufacturer within the meaning of Section 950 of the German Civil Code (BGB) and without imposing any obligations on the Supplier. The treated and processed goods are deemed to be Goods Subject to Retention of Title.

**9.3** In the event of processing (including combination), transformation and mixing of the Goods Subject to Retention of Title with other items that do not belong to the Supplier by the Customer, the Supplier shall be entitled to co-ownership of the new item or the mixed stocks (hereinafter referred to as "**New Goods**") in the ratio of the market value of the Goods Subject to Retention of Title to the market value of the other goods used. The time of processing or mixing shall be authoritative for the determination of the market value. The Customer shall store the New Goods on behalf of the Supplier, exercising the care of a prudent businessman. For the case that the retention of title expires due to processing, combination, transformation or mixing, the Purchaser hereby proactively assigns his ownership or expectant rights to the new stock or item to the extent of the market value of the Goods Subject to Title to the Supplier or, in the case of processing, in the ratio of the market value of the Goods Subject to Retention of Title to the market value of the other goods used, and shall store them free of charge on behalf of the Supplier. The resulting co-ownership rights will be deemed to be Goods Subject to Retention of Title.

**9.4** For the duration of the retention of title, the Purchaser is prohibited from pledging or assignment as collateral. Disposal of the Goods Subject to Retention of Title is only permitted in the ordinary course of business of the Purchaser, subject to retention of his title. The Purchaser hereby proactively assigns all claims resulting from the resale of the Goods Subject to Retention of Title to the Supplier as collateral. Until revocation, the Purchaser is hereby authorised to collect the claim on behalf of the Supplier. Any collection costs shall be borne by the Purchaser. At the request of the Supplier, the Purchaser shall notify his customers of the assignment and provide the Supplier with the information and documents required to assert the rights against the respective customers. The portion of the claim assigned to the Supplier shall be satisfied with priority.

**9.5** If the Goods Subject to Retention of Title are sold by the Customer together with other goods not sold by the Supplier, the assignment of the claim from the resale shall only apply in the amount of the resale value of the Goods Subject to Retention of Title that are sold in the respective case. If the Purchaser includes the claim from the resale in a current account relationship with his customer, the recognised balance after netting the current account claim is assigned in the amount of the resale value of the Goods Subject to Retention of Title that are sold in the respective case. In the event of the sale of goods in which the Supplier has co-ownership shares pursuant to section 10.3, the claim is assigned in the amount of the respective resale value of these co-ownership shares.

**9.6** The Purchaser undertakes to cooperate in any measures that are necessary to protect our retention of title. In particular, upon conclusion of the contract, the Purchaser authorises the Supplier to make the entry or priority notice of the reservation of title in public registers at the expense of the Purchaser and to fulfil all other formalities required under applicable property law.

**9.7** The Purchaser shall maintain the Goods Subject to Retention of Title and insure them for the benefit of the Supplier against theft, breakage, fire, water and other risks at replacement value and provide evidence of this upon request. The Purchaser hereby proactively authorises the Supplier to pursue all claims for compensation that arise from these insurances. The Purchaser shall perform all necessary maintenance and inspection work on the Goods Subject to Retention of Title at his own expense and risk. The Purchaser shall store the Goods Subject to Retention of Title and the New Goods separately and mark them as property of the Supplier.

**9.8** The Buyer shall without delay notify the Supplier of any seizure, confiscation or other impairments and dispositions by third parties that could lead to the loss of the Supplier's rights to the Goods Subject to Retention of Title. If the Supplier incurs judicial or extrajudicial costs due to the defence against seizures or other impairments, which are not reimbursed by third parties, the Purchaser shall be liable for the resulting loss.

**9.9** If the value of all collateral the Supplier is entitled to exceeds the amount of the collateralised claims by more than 10%, the Supplier shall, at the request of the Purchaser, release a corresponding portion of the collateral.

**9.10** In the event of breaches of duty by the Purchaser, including, but not limited to, non-payment of the purchase price due, the Supplier may rescind the contract in accordance with the statutory provisions and/or demand the return of the Goods Subject to Retention of Title on the basis of the retention of title, under exclusion of the Purchaser's right of lien. The request for surrender does not at the same time constitute a declaration of rescission; rather, the Supplier may merely demand the surrender of the Goods Subject to Title while reserving the right to rescind the contract. If the Purchaser does not pay the purchase price due, the Supplier may only assert these rights if he has first granted the Purchaser a reasonable period for the payment or if such a period does not need to be granted pursuant to the statutory regulations.

## **10. Warranty Claims for Defects**

**10.1** The specifications of the Deliveries shall be comprehensively and conclusively agreed between the Supplier and the Customer in the contract. Any characteristics of the goods that are mentioned prior to the conclusion of the contract are not automatically part of the agreed properties, but only if expressly specified in the contract offers and letters of confirmation or order confirmations. The Supplier guarantees that at the time of risk transfer, the Deliveries are free of defects. Compliance with technical standards other than German standards is subject to express written agreement.

**10.2** The Purchaser shall carefully inspect goods received without delay upon receipt, provided that this is feasible in the ordinary course of business, and shall without delay report any defects in quality to the Supplier in writing. Hidden defects in quality must be reported without delay upon discovery. Otherwise, the Goods will be deemed approved.

**10.3** Claims for defects shall not exist in the case of only minor deviations from the agreed properties, minor impairment of the usability, natural wear and tear or damage that arises after the risk transfer due to faulty or negligent handling or installation, installation of third-party fittings, excessive strain, unsuitable utilities, defective assembly, installation, maintenance or construction work, unsuitable building ground or special external influences that are not presumed under the contract. The Supplier does not guarantee the quality or durability of the delivery.

**10.4** In the event of objections, the Purchaser shall without delay give the Supplier the opportunity to inspect the delivery objected to. Upon request, the Supplier shall be provided with the delivery objected to or a sample thereof at the expense of the Supplier. If the Purchaser asserts warranty claims and the inspection of the delivery concerned reveals that no defect is on hand, the Supplier reserves the right to charge the Purchaser for any freight and handling costs incurred as well as the inspection costs. The lump sum for the review of unjustified claims for defects is EUR 90.00 (excl. VAT) per hour of review work. This shall not apply if the circumstances made it impossible for the Purchaser to recognise that no defect was on hand. The Supplier may assert claims for any additional damage incurred, furnishing appropriate evidence. The Purchaser may furnish evidence showing that the Supplier's actual expenses were below the lump sum. Claims of the Purchaser due to expenses required for the purpose of supplementary performance, including, but not limited to, transport, travel, labour and material costs, are excluded insofar as the expenses are higher because the object of the delivery has subsequently been transported to a location other than the Purchaser's premises, unless the transfer is in line with its intended use.

**10.5** In the event of a defect in quality at the time of transfer of risk, the Supplier shall first be given opportunity to render supplementary performance within a reasonable period. In this connection, the Supplier may choose to render supplementary performance either by replacement delivery or by rectification. In the case of replacement delivery, the Supplier may choose to request the Purchaser to return the Goods to the Supplier at the expense of the Supplier or dispose of them, unless the return and/or disposal is associated with considerable inconvenience for the Purchaser.

**10.6** If the supplementary performance fails, the Purchaser may, notwithstanding other rights, reduce the purchase price or rescind the contract under the statutory conditions.

**10.7** In the case of seller recourse, the Purchaser shall, in deviation from Section 445a (2) of the German Civil Code (BGB), give the Supplier opportunity for supplementary performance within the period granted to the Purchaser by his buyer. A period does not need to be granted only if the granting of a period pursuant to Section 445a (2) of the German Civil Code (BGB) is already

unnecessary in the relationship between the Purchaser and his buyer, so that the Purchaser cannot give the Supplier opportunity for supplementary performance.

**10.8** Section 13 shall apply to claims for damages and reimbursement of expenses due to a defect in quality. Claims of the Purchaser against the Supplier or his agents due to a defect in quality that exceed or are different from those regulated in this section 10 are excluded. Section 13.2 shall apply by way of analogy.

## **11. Property Rights, Defects in Title**

**11.1** Unless agreed otherwise, the Supplier is only under the obligation to deliver the goods free of third-party commercial property rights and copyrights (hereinafter referred to as "**Property Rights**") in the country of the Supplier's registered office. Third-party rights or claims that are based on commercial or other intellectual property shall only constitute a defect in title insofar as these exist in accordance with the usual national provisions, including the provisions concerning the EU patent, in the country of the Supplier's registered office.

**11.2** Claims of the Purchaser shall be excluded if the Purchaser is responsible for the infringement of the Property Rights, if the infringement of the Property Rights is based on specifications provided by the Purchaser, if the infringement of the Property Rights is based on a use or application of the delivery in a manner not foreseeable for the Supplier or if the infringement is based on the subsequent modification of the Deliveries by the Purchaser or its use in connection with products not supplied by the Supplier or in any other way for which the respective Deliveries were not intended. In such a case, the Purchaser shall indemnify the Supplier against all third-party claims asserted against him due to an infringement of Property Rights.

**11.3** If a third party asserts justified claims against the Purchaser due to the infringement of Property Rights by Deliveries made by the Supplier and used in accordance with the contract, the Supplier shall be liable to the Purchaser within the periods specified in section 12 as follows:

The Supplier shall, at his own discretion and at his own expense, either obtain a right of use for the respective Deliveries or modify or replace them in such a way that no Property Rights are infringed. If this fails, the Purchaser shall, notwithstanding other rights, have the statutory rights of rescission or reduction. The Supplier's obligation to pay damages and compensation for expenses shall be governed by section 13.

**11.4** The aforementioned obligations of the Supplier shall apply only if the Purchaser notifies the Supplier without delay in writing of the claims asserted by a third party, does not acknowledge any infringement of rights and does not otherwise impair the defence options and settlement negotiations of the Supplier. Should the Purchaser suspend the use of the delivery in order to contain the damage or for other important reasons, he shall inform the respective third party that the suspension of use does not represent an acknowledgement of the alleged infringement of Property Rights.

**11.5** In the event of other defects in title, the provisions for defects in quality shall apply by way of analogy.

**11.6** Claims of the Purchaser against the Supplier and his agents due to a defect in title that exceed or are different from those regulated in this section 12 are excluded.

## **12. Statute of Limitations**

**12.1** Claims and rights due to a defect in quality or title shall expire after 12 months. However, the statutory limitation period shall apply in the cases of Sections 438 (1) no. 2, Section 634a no. 2 (buildings and things used for a building; planning and monitoring services for a building) and Section 445b (recourse claims against the supplier) of the German Civil Code (BGB) or in the case of malicious concealment of the defect by the Supplier as well as in the case of claims for damages due to injury to life, body or health, claims due to grossly negligent or intentional breaches of duty or claims under the German Product Liability Act (ProdHaftG).

**12.2** Any rectification or replacement deliveries carried out by the Supplier always take place on a goodwill basis and do not constitute the acknowledgement of a legal obligation. An acknowledgement with the consequence of a new commencement of the limitation period shall only be on hand if the Supplier expressly declares this to the Purchaser. Unless expressly acknowledged, no new limitation period shall commence upon rectification or replacement delivery. The statutory provisions on suspension, recommencement and interruption remain unaffected.

## **13. Damages, Reimbursement of Expenses**

**13.1** The Supplier shall be liable solely in accordance with the statutory provisions under the following conditions. Claims for damages and reimbursement of expenses of the Purchaser, irrespective of the legal grounds, especially due to the breach of duties from the contractual obligation and from tort, are excluded. Liability for loss of use, loss of profit or turnover, inability to realise savings, damage from business interruption and financing costs as well as indirect and/or consequential damage is excluded.

**13.2** The above limitations of liability (section 13.1) shall not apply insofar as liability is mandatory, i.e. in the following cases:

- In the event of claims for reimbursement of expenses in accordance with Section 439 (3) or Section 445a (1) of the German Civil Code (BGB)
- In the event of liability under the German Product Liability Act (ProdHaftG)

- In the event of intent or gross negligence on the part of the Supplier, a legal representative or agent
- In the event of liability due to culpable injury to life, body or health of the Supplier, a legal representative or an agent
- In the event of liability due to a culpable breach of material contractual obligations, i.e. obligations whose fulfilment is essential to the due performance of the contract and on whose fulfilment the Customer always relies and may always rely. In the event of a breach of material contractual obligations, the liability shall be limited to foreseeable damage that can typically be expected to occur, unless we are liable for intent or gross negligence, injury to life, body or health or under the German Product Liability Act (ProdHaftG).

**13.3** In the event of damage due to delays, section 5.5 shall take precedence over this section 13.

**13.4** The aforesaid regulations are not associated with any change of the burden of proof.

**13.5** Insofar as the liability of the Supplier is limited pursuant to this section 13, this shall also apply to the corresponding personal liability of his employees, agents, executive bodies and legal representatives.

## **14. Force Majeure**

**14.1** *Force majeure* is an external event that is not linked to the company and that cannot be prevented by exercising the care that can reasonably be expected. This is subject to the condition that this event could not be overcome despite all reasonable efforts and the affected party informs the other party without delay, but no later than seven (7) days after the occurrence of the event of *force majeure*.

If the Supplier is prevented from fulfilling his obligations on time due to *force majeure* or circumstances for which he is not responsible and which could not have been foreseen at the time the contract was concluded, even if reasonable care was exercised, the delivery period shall be extended by the duration of the hindrance and a reasonable start-up period.

**14.2** *Force majeure* or events for which the Supplier is not responsible in the above meaning shall include, but not be limited to, strikes or lockouts, other unrest as well as official orders, wars or political unrest, natural disasters, earthquakes, volcanic eruptions, terrorism, nuclear accidents or reactor damage, epidemics and pandemics, as well as improper delivery by suppliers/subcontractors for which the Supplier is not responsible or unforeseeable procurement bottlenecks for raw materials to be processed.

**14.3** The Supplier may rescind the contract if an amendment to the contract is not acceptable due to *force majeure*. In cases of *force majeure*, the Purchaser may rescind the contract under the statutory conditions at the earliest three months after the receipt of the notification mentioned in section 14.1 and after unsuccessful expiry of a reasonable grace period to be granted in writing, if he cannot reasonably be expected to accept the Deliveries due to the delay.

## **15. Export**

**15.1** The performance of the contract by the Supplier is subject to the reservation that the performance does not conflict with any national or international regulations of foreign trade law, embargoes and/or other sanctions. The Deliveries comply with the applicable German and European provisions.

**15.2** The Purchaser shall fully indemnify the Supplier against all claims asserted against the Supplier by authorities or other third parties due to non-compliance with the above export control obligations by the Purchaser and undertakes to compensate us for all damage and expenses incurred in this connection, unless the Purchaser is not responsible for the breach of duty. This is not associated with a reversal of the burden of proof.

## **16. Rescission and Returns**

**16.1** Should the Supplier rescind the contract for reasons for which the Purchaser is responsible, the Purchaser shall pay the Supplier an appropriate proportion of the purchase price for preliminary and/or partial products of the Deliveries already completed as of the time of rescission, provided that the preliminary and/or partial products of the Deliveries have an economic value for the Purchaser.

**16.2** Returns are subject to prior agreement. The Supplier shall not unreasonably withhold his consent.

## **17. Assignment**

The Purchaser is not authorised to assign claims or rights arising from the contract without the written consent of the Supplier.

## **18. Electronic Signature**

Electronic signature shall be deemed to have the same effect as a handwritten signature on paper. The parties recognise electronic signatures made via Adobe Sign, DocuSign or similar tools or by means of a "scanned signature by authorised individuals" as sufficient and binding for the conclusion of the contract. The use of electronic signatures is also permitted for all documents related to the contract, for which the contract requires written form or which are to be signed by the parties.

## **19. Miscellaneous**

**19.1** All legal relationships between Südkabel and the Customer shall be governed exclusively by the law of the Federal Republic of Germany (excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG)). Contract language is German, translations into other languages are not legally binding.

**19.2** The place of performance for all liabilities arising from the contract is the domicile of the Supplier.

**19.3** If the Purchaser is a merchant, the courts at the domicile of the Supplier shall have exclusive jurisdiction over any and all disputes arising directly or indirectly from the contractual relationship. However, the Supplier may also file charges at the domicile of the Purchaser.

**19.4** The invalidity of individual provisions of these terms and conditions shall not affect the validity of the remaining provisions. This shall not apply if upholding the contract would represent an unreasonable hardship for one of the parties.