

General Terms and Conditions of Delivery (Date: September 2015)

1. VALIDITY

- 1.1. To the extent not agreed to the contrary, the following “General Terms and Conditions of Delivery” shall apply to all contracts, deliveries and other services in business with entrepreneurial customers. Deviating terms and conditions, in particular the purchaser’s terms and conditions of procurement, are hereby challenged.
- 1.2. Within the framework of an ongoing business relationship with enterprises, the terms and conditions of business shall become an integral part of the contract even if Vendor has not made reference to their inclusion in the individual case.
- 1.3. Specific obligations within the framework of manufacturers’ partnership agreements (sales binding guidelines) for “brown goods” issued by wholesalers and retailers of the same manufacturers shall prevail over the present T&C, to the extent that a deviation in their contents exists.

2. QUOTATIONS AND CONCLUSION OF THE CONTRACT, CANCELLATION, SMALL QUANTITY SURCHARGE

- 2.1. The quotations contained in Vendor’s catalogues, sales documents and in the web shop shall always be subject to change without notice, i.e. only be understood as a request to make a quotation, if they have not been expressly designated as binding in the individual case.
- 2.2. In the event of an order via Vendor’s web shop, the following terms and conditions shall be applicable:
 - 2.2.1. The purchaser can select products in the web shop and collect them in a so-called virtual shopping trolley - following statement of the number and, if applicable, the quantity in the form of sales units - by clicking the “Into the shopping trolley” button. With a click on the “To the shopping trolley” button and a subsequent click on the “To the next step” button, the purchaser can initiate the order process. With a click on the “Dispatch order” button, the purchaser places a legally binding order and thus simultaneously accepts the “General Terms and Conditions of Sale and Delivery”, which can be accessed via the “AGB” link before the order is placed and can be stored in a reproducible form.
 - 2.2.2. Vendor shall confirm the receipt of an order placed via the web shop by e-mail or by fax without delay.
 - 2.2.3. The text of the contract shall be stored by Vendor and dispatched to the purchaser by e-mail or by fax following dispatch of his order within the framework of the confirmation of receipt. In addition, the text of the contract shall be stored in Vendor’s web shop and can be accessed free of charge by the purchaser via his customer account, stating the matching login data.
 - 2.2.4. Before placement of the order, the purchaser can continuously correct his inputs via the customary key and mouse functions. In addition, all the inputs are displayed on the “Order shopping trolley” page before the order is placed and can also be corrected there via the customary key and mouse functions.

- 2.2.5. The German language is exclusively available for the conclusion of the agreement.
- 2.3. Orders shall be deemed accepted if they are either confirmed or are implemented by Vendor. Then, the delivery note or the invoice for the goods shall be deemed the order confirmation. The mere confirmation of receipt shall not portray acceptance of the order. This shall also apply to the confirmation by e-mail of an order placed via the web shop, unless acceptance is simultaneously declared alongside the declaration of the receipt.
- 2.4. As a matter of principle, Vendor's employees or trade representatives are not authorised to make oral side-agreements concerning agreements concluded in writing or assurances or other promises extending Vendor's duties over and above the contents of such written purchase contracts. Declarations by persons whose representation power has been set by law (in particular holders of a limited commercial power of attorney and managing directors) shall remain unaffected.
- 2.5. Vendor's services exceeding its duties from the role of vendor, e.g. assumption of consultancy and planning services for which the purchaser is responsible towards third parties, shall require specific agreement and shall only be assumed at extra charge.
- 2.6. The purchaser's wishes for a subsequent reduction or cancellation of a legally effective order can only be taken into account on the basis of specific agreements and - to the extent that it is not a question of goods in stock - only to the extent that the previous supplier is willing to take the goods back. Vendor shall not be obliged to conclude such an agreement. In any case, Vendor shall be entitled to deduct a suitable percentage of the net invoice amount for handling costs, examination and repackaging from the credit for goods properly returned with its consent. Damaged goods shall not be credited. Statutory claims of the purchaser on the basis of withdrawal, contestation and comparable remedies shall not be limited by the aforementioned regulations.
- 2.7. If a minimum purchase amount of EUR 150 net is not achieved, Vendor shall be entitled to charge a small quantity surcharge of EUR 10 plus value added tax per order. For cut lengths for all types of wires and lines, Vendor shall be entitled to charge a cutting length surcharge of EUR 10 plus value added tax.

3. STORAGE OF DATA

The purchaser is hereby informed that the vendor processes the personal data obtained within the framework of the business relationship pursuant to the provisions of the Federal Data Protection Act and the Telemedia Act.

4. DELIVERY, PASSAGE OF RISK, ARREARS, FORCE MAJEURE AND RESERVATION OF PROPER DELIVERY

- 4.1. Delivery shall be at the purchaser's risk and account. If free delivery has been agreed, risk shall pass upon arrival of the vehicle in front of the delivery address on level ground or at the place which can reasonably be

reached with the vehicle. To the extent technically necessary, the purchaser shall be obliged to provide the appliances or workers necessary for unloading. If dispatch is delayed by request of the purchaser or for other reasons for which the purchaser is answerable, the goods shall be stored at the purchaser's expense and risk. In such a case, notification of readiness for dispatch shall be equated to dispatch. Route and means of dispatch shall be left up to Vendor, if not agreed to the contrary. The goods shall be insured at the purchaser's request and expense.

- 4.2. To the extent that no written assurance, expressly designated as being binding, by Vendor or an oral assurance by its management or a person unrestrictedly authorised by it exists, a delivery period shall be agreed as only approximate. It shall commence with the day of clarification of all technical and other details of the order, provision of all and any necessary documents and any advance payment which may have been agreed. It shall be extended by the period of time in which the purchaser is in arrears with its payment duties - also from other contracts within an ongoing business relationship.
- 4.3. Part deliveries shall be admissible to a scope which can be reasonably expected. Excess or short deliveries customary in the branch of wires and lines of up to 10% of the quantity ordered shall be admissible, unless a deviation from the contractual quantity cannot be reasonably expected of the purchaser in the individual case.
- 4.4. The delivery period shall be extended suitably - even within arrears - if force majeure and other unforeseen obstacles occurring after conclusion of the contract for which Vendor is not answerable occur (in particular and also disturbance of operation, strikes, lock-outs or disturbance of transport routes), to the extent that such obstacles can be proven to be of considerable influence on the delivery of the sold object. This shall also apply if these circumstances occur with Vendor's suppliers and their sub-suppliers. Vendor shall notify the purchaser of the start and end of such obstacles as soon as possible. If the delay or the uncertainty of the actual time of delivery cannot be reasonably expected of one of the parties, it shall be entitled to withdraw from the contract. Claims to damages shall be mutually ruled out in the aforementioned cases.
- 4.5. The right to correct, complete and punctual delivery to us shall be reserved.
- 4.6. With a view to punctual delivery, Vendor shall only be liable for its own culpability and that of its vicarious agents. It shall not vouch for the culpability of its downstream suppliers, as they are not its vicarious agents.

5. PACKAGING

- 5.1. Packaging shall be charged separately.
- 5.2. Returning of packaging material has been ruled out to the extent that a suitable disposal company is involved in the disposal by Vendor pursuant to the German Packaging Ordinance, as amended at the time in question. In such a case, the purchaser shall be obliged to keep the

packaging material ready and to provide it to the disposal company. Insofar as Vendor agrees with the purchaser that the latter waives its right of return against granting of a disposal charge lump-sum, the latter shall be obliged to provide the used packagings to a recognised disposal enterprise, which shall guarantee orderly disposal according to the directives of the German Packaging Ordinance.

- 5.3. Returnable packagings shall only be provided to the purchaser on loan. Return of the packaging unit shall be notified to Vendor by the purchaser in writing within 14 days and the packaging kept ready. If this is not done, Vendor shall be entitled to demand 20% of the procurement price as a loan fee (albeit no more than the complete procurement price) for each week from the 3rd week after a caution or to charge the value of the packaging straight away, this being due for payment immediately after receipt. Cable drums owned by Kabeltrommel GmbH & Co. KG in Cologne (KTG) or other third parties shall be supplied on behalf and by order of these owners and pursuant to their terms and conditions - in particular according to the KTG T&C for the provision of wire and cable drums. They are available for inspection on Vendor's selling premises or shall be sent upon request. Reference is made to the fact that the suppliers of cable drums charge rental fees if the return is not in proper time, which the purchaser shall be obliged to assume to the extent that they are due for payment by it.

6. PRICES AND PAYMENT

- 6.1. The prices shall always be understood exclusive of value added tax. If not agreed to the contrary, the purchase price shall be due for payment immediately upon receipt of the goods without deduction. The same shall apply to repairs.
- 6.2. In the event of agreed discount regulations, all metal surcharges as well as loan fees, dispatch expenses and other costs shall be excluded from deduction of discount. Any discounts which may have been agreed shall not be granted to the extent that the purchaser is in arrears with the payment of previous deliveries.
- 6.3. In arrears in payment, the statutory directives shall apply. In particular, Vendor shall be entitled to demand default interest to the amount of 9 percentage points about the base rate of interest.
- 6.4. If facts, in particular arrears in payment with a view to previous deliveries, become known to Vendor after conclusion of the contract, giving rise to the conclusion according to due commercial discretion that the claim to the purchase price is jeopardised due to a lack of solvency on the part of the purchaser, Vendor shall be entitled to demand contemporaneous payment or provision of collateral from the purchaser at its choice, setting a suitable period, and to withdraw from the contract in the event of rejection, in which context the invoices for part deliveries already made shall be placed due for payment immediately. Vendor's further-reaching rights from § 321 German Civil Code (objection of uncertainty) shall remain unaffected.

- 6.5. If the purchaser falls into arrears of payment, Vendor shall be entitled to take the goods back following a prior fruitless caution, if applicable to enter the purchaser's premises and to take the goods away. In addition, Vendor can forbid further movement of the goods supplied.
- 6.6. The right to withhold payments or to offset against counterclaims shall only accrue to the purchaser to the extent that its counterclaims are undisputed or legally effective. This shall not apply to the purchaser's counterclaims which are directly aimed at remedying of defects or cancellation on account of a defect not remedied or to be remedied by Vendor by means of subsequent performance and are based on the same contractual relationship as Vendor's claim to payment.

7. RETENTION OF TITLE

- 7.1. The vendor reserves title to the supplied products until complete payment of all claims from the business relationship with the purchaser.
- 7.2. Machining or processing of the conditional commodities by the purchaser shall always be by order of Vendor without obligations arising herefrom for the latter. Ownership of the new objects in the state of machining or processing in question shall accrue to Vendor. If Vendor's conditional commodities are processed, machined, combined, merged or connected with other products not belonging to it, co-ownership to the new object shall accrue to it in the ratio of the invoice price of the conditional commodities to the invoice price of the other objects.
- 7.3. The purchaser may resell the conditional commodities in sole or joint ownership of Vendor in the normal course of business; pledging, transfer by way of security or cession by way of security shall not be permitted for it. The purchaser here and now assigns the claims accruing to it from the resale of the conditional commodities or of the products originating by processing, matching, blending, merging or combining to Vendor in advance. This shall also apply if the products are sold at a total price together with other products not belonging to Vendor. If a third party has acquired ownership or co-ownership rights to the products on the basis of statutory directives as a result of processing, machining, blending, merging or combining, the purchaser here and now likewise assigns the claims accruing to it against the third party to Vendor in advance. Assignments in the sense of this subsection shall always only be done up to the amount of the invoice price of the conditional commodities. The purchaser shall be authorised to collect the assigned claims until revocation, which shall be admissible at any time. Vendor here and now accepts the assignments by the purchaser provided for in this section.
- 7.4. Vendor undertakes to release the collateral accruing to it according to the above directives at its choice upon request by the purchaser to the extent that its value exceeds the claims to be secured by more than 10%.
- 7.5. If the purchaser's cooperation is necessary for effectivity of the retention of title, for example in registrations necessary according to the law of the purchaser's country, the purchaser shall undertake such actions.

- 7.6. If the purchaser is in arrears with a payment, Vendor can forbid disposal of the conditional commodities for it totally or, at its choice, partly, e.g. only sale or further processing etc..
- 7.7. If a third party attempts to intervene on the conditional commodities, for example by pledging, the purchaser shall reject this and make reference to the retention of title. It shall further inform Vendor of this attempt without delay.
- 7.8. If the purchaser fulfils the objective preconditions for the duty to make an insolvency application, the purchaser - without a matching request being necessary - shall refrain from any disposal of the conditional commodities, whatever the nature. The purchaser shall be obliged to report the stock of conditional commodities to Vendor without delay. In such a case, Vendor shall further be entitled to withdraw from the contract and to demand return of the conditional commodities. If the conditional commodities have been processed, machined, blended, merged or combined with other products, Vendor shall be entitled to demand hand-over to a trustee; the purchaser shall be obliged to notify all co-owners of the conditional commodities with their corporate names or names, addresses and share of co-ownership. The same shall apply accordingly to claims assigned to Vendor according to the aforementioned subsections; in addition, the purchaser shall transmit the names and addresses of all debtors and the documents proving the claims against them to Vendor as a copy.

8. NOTIFICATION OF DEFECTS, WARRANTY AND LIABILITY ON ACCOUNT OF DEFECTS

- 8.1. The purchaser shall be obliged to examine the goods supplied or the work produced without delay. The commercial onus of complaint of § 377, German Commercial Code, shall apply accordingly to contracts for works or works and supplies. Complaints on account of defects which have been recognised or are recognisable in a proper examination can only be taken into account if they are notified in writing without delay, albeit no later than 5 working days after receipt of the goods, hidden defects within 5 days of their discovery.
- 8.2. If the purchaser establishes defects in the goods, it may not dispose of them, i.e. they may not be divided, resold or processed, until Vendor has been able to examine the goods itself, otherwise the goods shall be deemed approved with a view to the defect.
- 8.3. The purchaser shall be obliged to provide Vendor with the object of purchase giving rise to complaint or samples thereof for the purpose of examination of the complaint. Warranty shall be forfeited in the event of culpable rejection.
- 8.4. In the event of justified complaints, Vendor shall be entitled to determine the nature of subsequent performance (substitute delivery, after-work). The costs of dispatch within the framework of the subsequent performance shall be borne by Vendor. However, to the extent that the dispatch costs are increased by the fact that the purchaser or its customer has transported the goods to a place other than the place of

performance, the difference shall be charged to the purchaser. This shall also apply accordingly to other costs which Vendor has to bear within the framework of the subsequent performance.

- 8.5. The purchaser shall inform Vendor as soon as possible about a warranty case occurring with a consumer.
- 8.6. To the extent that Vendor has provided the planning/programming in the installation of complex control and network systems in the building area (e.g. EIB), the purchaser as the installer shall be obliged to abide by this planning and only to make changes, even only slight changes, both in the installation and also in later repairs, with Vendor's consent. Reimbursement for damages - whatever the nature - to be ascribed to high-handed deviation from the requirements by the purchaser shall not be assumed by Vendor.
- 8.7. Any claims from defects by the purchaser shall be barred within 12 months, starting from passage of risk. An exception from this shall be formed by claims on account of defects to buildings or objects used for a building in accordance with the customary form of use and causing its defectiveness (§ 438, no. 2, German Civil Code) or construction defects from a contract for works (§ 634 a, no. 2, German Civil Code). For claims on account of defects in the sense of the previous sentence, a period of barring of three years from passage of risk shall apply. Any liability for defects has been ruled out for second-hand devices. The aforementioned curtailed period of barring as well as the exclusion of liability for second-hand devices shall not apply to claims to damages to be ascribed to a defect in the sold object. This exception for claims to damages shall however only be applicable to defect-induced claims to damages based on an injury of life, limb or health or grossly negligent or deliberate conduct by Vendor or liability according to the Product Liability Act. The regulations of entrepreneur's restitution in the purchase of consumables (§§ 478, 479, German Civil Code) shall remain unaffected.
- 8.8. Claims to restitution pursuant to §§ 478, 479, German Civil Code, shall only exist to the extent that the claim by the consumer was justified and only to the statutory extent, on the other hand not for obligingness regulations not coordinated with Vendor. In addition, they shall presuppose compliance with the duties of the party entitled to restitution, in particular compliance with the duties to notify defects.
- 8.9. In the event of a contract for supply of works, a free right of termination for the purchaser (in particular §§ 651, 649, German Civil Code) has been ruled out. Apart from this, the statutory preconditions and legal consequences shall apply.
- 8.10. Section 9 (General Liability Limitation) shall apply to claims to damages.

9. GENERAL LIABILITY LIMITATION

- 9.1. Claims to damages of all kinds against Vendor and its statutory representatives and vicarious agents have been ruled out unless malice aforethought or gross negligence or a breach of a cardinal contractual duty exists. In this sense, a cardinal contractual duty shall mean any duty, performance of which only makes proper fulfilment of the

agreement possible and in compliance with which the purchaser may regularly trust. However, liability shall be limited to the damage typically foreseeable for the contract, provided no malice aforethought exists. The above limitations and exclusions of liability shall not apply to a liability according to product liability law or to cases of injury of life, limb and health. Claims to reimbursement of the purchaser's expenditure according to § 284, German Civil Code, have been cancelled to the extent that a claim to reimbursement of damage in lieu of performance has been ruled out according to the above regulations.

10. SUPPLEMENTARY RULES FOR COMMISSIONED REPAIR WORK

- 10.1. If the presentation of a binding estimate of costs is requested before performance of repairs, this shall be stated expressly. The costs for the estimate shall be remunerated if the repair is not commissioned to the extent that an ongoing business relationship for which the present General Terms and Conditions of Delivery apply exists between Vendor and the purchaser.
- 10.2. Vendor shall have discretion as to whether the repair is done in its own or an outside workshop.
- 10.3. Invoices for repairs shall be due for payment immediately.

11. PLACE OF JURISDICTION AND APPLICABLE LAW

- 11.1. Place of performance and place of jurisdiction for deliveries and payments (including cheque and bill proceedings) as well as all disputes resulting between the parties shall be Vendor's headquarters to the extent that the purchaser is a merchant, a public-law entity or a public-law fund. Vendor shall however also be entitled to sue the purchaser at its registered office. If the purchaser has its registered office outside the European Union, the suing party shall be entitled to submit a statement of claims for arbitration before the arbitration court of the German Institution of Arbitration, registered association (DIS), in lieu of suing before state courts. In such a case, the arbitration location shall be Hamburg, Germany. Both parties shall however be entitled to make use of the English language for statements and to submit English documents.
- 11.2. The relationships between the contracting parties shall exclusively be governed by the law valid in the Federal Republic of Germany, ruling out UN purchase law.