

General Business Terms of LOWEKO-CABLE GmbH

I. General

1. These terms and conditions apply to all current and prospective deliveries and services of the LOWEKO-CABLE GmbH company. These conditions do not, however, apply to consumers in terms of § 13 BGB (German Civil Code). We do not commit ourselves to terms and conditions to the contrary, even if we have not vetoed them expressly upon receipt. We hereby veto the terms and conditions of our contractual partners or clients.
2. Our offers are subject to confirmation. Any verbal subsidiary agreements, commitments, guarantees and other warranties only become binding upon our written confirmation.
3. Any deviations of the delivery item from offers, samples, specimens and pre-deliveries are permitted according to the respective applicable DIN/EN standards or other appropriate technical norms.

II. Orders

1. All declarations such as orders or forecast delivery schedules as well as changes and/or amendments are only binding if they have been given or confirmed in writing by LOWEKO-CABLE GmbH. Any agreement to dispense with written form must be expressed in writing.
2. Delivery schedules from supply contracts do not need to be confirmed separately.

III. Delivery

1. Upon the transfer of the goods to a carrier or freight forwarder, but, at the latest, upon leaving the warehouse, the risk at all commercial transactions will be transferred to the purchaser even with post paid and carriage paid deliveries. The obligation and costs of unloading are borne by the purchaser. Insurance coverage will be provided by us only on the instruction and at the expense of the purchaser.
2. Our delivery obligations are subject to correct and timely self-delivery, unless the incorrect or late delivery is our fault.
3. Specified delivery times determine approximately the time of delivery ex works after fulfillment of all manufacturing prerequisites, as far as no binding delivery dates have been agreed. LOWEKO-CABLE GmbH assumes no liability for a certain transport time.

The observance of agreed deadlines for deliveries presupposes the timely receipt of all documents to be supplied by the customer, required approvals and clearances, in particular of plans as well as the adherence to agreed terms of payment and other obligations by the customer. If these conditions are not fulfilled in time, the deadlines will be extended reasonable.

Delivery deadlines and delivery dates are met if the delivery item has left our company by the time the order expires. In the case of sales ex works, the delivery deadlines and dates shall also be deemed to have been complied with upon notification of readiness for dispatch, if the goods can not be dispatched / picked up in good time without our fault or through the fault of the supplier.

4. We are entitled to perform partial deliveries to a reasonable extent; these are regarded as independent commercial operations. With respect to goods manufactured to customers' specifications, excess deliveries and short deliveries of up to 15% of the agreed amounts are variances arising from production and are thus permissible.
5. In the case of call orders, we are entitled to have the entire order quantity manufactured or made closed. Any requests for changes can no longer be considered after placing the order, unless this has been expressly agreed. Call-off dates and call-off quantities, if no firm agreements have been made, can be met only within the scope of our delivery or production options.

If the goods are not retrieved in accordance with the contract, we are entitled, after setting a grace period of two weeks from notification of readiness to dispatch, to demand immediate acceptance and payment of the goods, to charge storage fees or to demand compensation for non-performance.

6. Delivery times are appropriately extended by measures in the context of labor disputes, in particular strikes and lockouts, breakdowns (eg fire, machine or roll break, raw material or energy shortage) as well as the occurrence of unforeseeable obstacles beyond our control and influence, insofar as such obstacles can be proved have significant influence on the manufacture or delivery of the delivery item. This also applies if circumstances occur with upstream suppliers.

If the delivery becomes impossible, the delivery obligation of LOWEKO-CABLE GmbH will be canceled.

A right of withdrawal due to impossibility or delay can only be exercised by the client to the extent that adherence to the contract can not reasonably be expected of him. Claims for damages of the client do not exist in these cases.

7. If there is reasonable cause to suspect problems as regards solvency, we can make deliveries incumbent on the condition of an appropriate security by the client. Until such security is presented, we cannot be regarded as being in default.
8. If LOWEKO-CABLE GmbH experiences delays with fulfilling its contractual obligations, then it is liable only for the direct damages caused by this delay and which can be regarded as predictably customary in this line of business. Insofar as LOWEKO-CABLE GmbH is not responsible for any deliberate or wilful negligence, it is liable only to the sum of the order value of the individual order affected. Liability for production stop, lost profits and for all direct damages caused by the delay as well as all other subsequent damage and financial losses is excluded with the exception of cases of gross or wilful negligence.
9. For deliveries to countries of the European Union, the customer is obliged to give LOWEKO-CABLE GmbH his VAT identification number at the time of the order. If the customer does not name this number or only inaccurate, LOWEKO-CABLE GmbH is entitled to claim damages. The same applies if the purchaser does not provide the necessary confirmations regarding the transport and final destination of the goods for deliveries ex works or pickup. The objection of contributory negligence is excluded, in particular LOWEKO-CABLE GmbH is not obliged to have their identification number checked for accuracy.

IV. Prices, Dispatch, Packing

1. Unless otherwise agreed, our prices are ex works (EXW) plus packaging and VAT. All public charges and additional costs, such as Taxes, duties, stamp costs borne by the client.
2. Circular packaging (such as coils, original packaging, special pallets, etc.) remain the property of LOWEKO-CABLE GmbH. The empties are the buyer in the form of a pawnbroking. As a deposit, the full value of the empties is calculated. If the empties are returned within a reasonable period of time (3 months) and in a perfect, clean, reusable condition, in original packaging (standing coils), the calculated deposit will be fully refunded.
3. Empties, especially coils, original packaging, special pallets, etc. remain the property of LOWEKO-CABLE GmbH. Empties are lent to the ordering party against a security. The full value of the empties will be levied as a deposit (pledge). When returning empties, the deposit charged will be reimbursed in full. Empties must be returned within an appropriate term (3 months) and in perfect, clean and re-usable condition, in original packaging (coils standing).
4. Tool costs are calculated proportionally separately, without the purchaser acquiring rights to the tools. These remain the property of LOWEKO-CABLE GmbH, are maintained and replaced free of charge in case of wear and tear.

V. Payment and Invoicing

1. Unless otherwise agreed in writing, our invoices are payable within 30 days after date of issue without deduction. Payment must be made within this period in such a way that the amount required for the settlement of the invoice is available to us at the latest on the due date. The buyer will be in default no later than 10 days after the due date of our claim, without the need for a reminder. If the payment period is exceeded, interest will be charged, subject to the assertion of further damage, in the amount of the statutory default interest, but at least 8% p.a. calculated above the base rate of the European Central Bank. The assertion of further damages remains reserved.

In case of delay we are entitled acc. §288 BGB (German Civil Code) to charge default interest 9% above the base rate of the European Central Bank without proof of loss and 40 EUR lump sum.

2. Only undisputed or legally established claims entitle the buyer to offsetting or retention.

VI. Acceptance / Notification of Defects / Warranty

1. The customer has to deliver the delivered goods immediately after delivery investigate. Claims due to an obvious defect of the goods can only be asserted by the purchaser within 10 days, due to a hidden defect, only within three weeks after receipt of the goods. Regarding deliveries according to a specimen or sample, notice of defects, even of hidden defects, is excluded if the goods delivered correspond to the specimen or sample. If a fault is due to

General Business Terms of LOWEKO-CABLE GmbH

the material provided by the ordering party itself, then all claims to damages due to defects are debarred.

2. All claims for defects presuppose that the defect is reported immediately after detection before processing in writing stating the delivery note, coil and batch number and a sample of the rejected goods is sent. Transport damages are to be noted on the waybill and the delivery note and confirmed by the driver with signature.
3. In the case of justified, immediate notification of defects, we will take back faulty goods and deliver faultless goods in their place; Instead, we are entitled to choose at our discretion.
4. If the client gives us no opportunity to convince ourselves of the defect, in particular if he does not provide the rejected goods or samples thereof immediately upon request, all warranty claims are void.
5. We only assume warranty and liability for the production of the delivered goods, which are manufactured according to the specification given by the customer and have been tested and approved by the customer according to a special test procedure, i. e. We provide free replacement of defective parts and other costs according to our product liability insurance, which we gladly hand over to our business partners on request.

We assume no liability and warranty for recall and rewind of any kind.

6. We provide warranty in the same way for the repair and replacement as for the original delivery or service.
7. Further claims of the purchaser, in particular a claim for compensation for damages that have not arisen on the delivery item itself, are excluded.

This disclaimer of liability does not apply to intent, gross negligence of executives or culpable violation of essential contractual obligations.

In the case of culpable breach of essential contractual obligations, the supplier shall be liable only for the contractually typical, reasonably foreseeable damage, except in cases of intent and gross negligence.

Furthermore, the exclusion of liability does not apply in those cases in which, according to the Product Liability Act, faults of the delivery item for personal injury and property damage to privately used objects are liable. It also does not apply in the absence of properties which are expressly guaranteed in writing if the purpose of the assurance was precisely to protect the customer against damage that did not occur to the delivery item itself.

Guaranteed properties are only available with respect to the entire contractual relationship if such have been guaranteed in writing.

8. If application-technical advice has been given spoken and writing, this is non-binding and does not exempt the customer from his duty to carefully examine our products for usability for the intended procedures and purposes. Should a liability on our part come into question here, this is limited to intent or gross negligence.

VII. Retention of Title

1. All delivered goods remain our property until the fulfillment of all claims, even if payments are made on specially designated claims (reserved goods).

This also applies to future or conditional claims, eg. from acceptance of bills of exchange. For current account the reserved property is valid for securing our balance claim.

2. The treatment and processing of the reserved goods is carried out for us as a manufacturer within the meaning of § 950 BGB without obligation to us. The processed goods shall be considered as reserved goods within the meaning of clause 1 above. In the processing, combining and mixing of the reserved goods with other goods by the customer, the co-ownership of the new goods shall be proportional to the invoice value of the reserved goods other used goods. If our property ceases to exist as a result of combination or mixing, the customer hereby assigns to us the property rights to which it is entitled to the new stock or the object to the extent of the invoice value of the reserved goods and stores them for us free of charge. Our co-ownership rights are considered reserved goods within the meaning of the above-mentioned item 1.
3. The customer may sell the reserved goods only in the ordinary course of business at its normal terms and conditions and as long as he is not in default, provided that the claims from the resale acc. Numbers 4-6 pass over to us. He is not entitled to other dispositions concerning the reserved goods. The resale is the same as the installation in land or buildings or the use of the reserved goods for the fulfillment of other works or work delivery contracts by the customer.

4. The demands of the client from the resale of the reserved goods are already assigned to us. They serve as security for the same extent as the reserved goods.

If the reserved goods are sold by the customer together with other goods not sold by us, the claim from the resale will be assigned to us in proportion of the invoice value of the reserved goods to the invoice value of the other goods. In the sale of goods in which we co-ownership shares. No. 2, a portion of our co-ownership is assigned to us.

If the reserved goods are used by the customer to fulfill a works or works delivery contract, the claim from the works or work delivery contract shall be assigned to us in advance to the same extent as specified in the preceding paragraphs for the claim from the resale.

5. The client is entitled to collect claims from the resale, unless we revoke the direct debit authorization.

At our request, the client is obliged to inform his customers immediately of the assignment to us - if we do not do this ourselves - and to hand over to us the information and documents required for collection.

The client is in no case entitled to further assignment of the claims. This also applies to factoring transactions that are not permitted to the client on the basis of our collection authorization.

6. From a seizure or other impairment of our property by third parties, the client must notify us immediately.
7. If the value of the existing securities exceeds the secured claims by more than 10%, we are obliged to release securities of our choice upon request of the client.
8. The exertion of the reservation of title does not mean the withdrawal from the contract.

VIII. Copyrights

1. The Buyer bears the full responsibility for copyright infringement and must indemnify and hold the Seller harmless and in the event that third-party copyright claims are asserted against him.

LOWEKO-CABLE GmbH is not obliged to collect information about copyright.

IX. Jurisdiction and Applicable Law

1. Insofar as nothing else has been agreed to in writing, the place of performance for our deliveries and services is our place of business in Weinheim/Bergstraße, Germany.

German law only is to be applied to the entire contract, including all ancillary obligations, demands or other legal relationship pertaining thereto, whereby UN purchasing law and the standard international purchasing laws, as well as other conversions regarding the right of the purchase of the goods are excluded.

If the purchaser is a merchant or entrepreneur, Weinheim as the place of jurisdiction is mandatory.

X. Severability clause

Should individual provisions of this set of rules be wholly or partially void, they shall be replaced by agreement between the parties by those which come closest to the purpose pursued by the void provision. The validity of the remaining provisions is not affected by this.

If there are deviations and errors between the German and the English version of the general terms and conditions of the LOWEKO-CABLE GmbH, the German version will be exclusively binding.