

GENERAL TERMS AND CONDITIONS OF SALE

of böhm Kabeltechnik GmbH, Hall-Str. 8, 58638 Iserlohn, Germany
(hereinafter also referred to as "BÖHM KABEL")

§ 1 GENERAL, SCOPE OF APPLICATION

- 1.1** Deliveries, services and offers by BÖHM KABEL shall be made exclusively on the basis of these General Terms and Conditions of Sale (hereinafter also referred to as "GTS"); BÖHM KABEL does not recognize and expressly objects any terms and conditions of customers and purchasers (hereinafter also referred to as "PURCHASERS") that conflict with, supplement or deviate from these GTS, unless BÖHM KABEL has expressly agreed to their validity in writing.
- 1.2** The GTS of BÖHM KABEL SHALL also apply if BÖHM KABEL carries out the delivery to the purchaser without any reservation in the knowledge that the purchaser's terms and conditions conflict with or deviate from or supplement the GTS. For future business relations, these GTS shall be deemed to have been agreed even if they have not been explicitly referred to again.
- 1.3** These General Terms and Conditions shall apply to all business relationships between BÖHM KABEL and its customers. The General Terms and Conditions shall only apply to companies (§ 14 BGB), legal entities under public law and special funds under public law. They shall apply irrespective of whether BÖHM KABEL manufactures the goods itself or purchases them from third parties.
- 1.4** Furthermore, BÖHM KABEL objects - subject to approval by BÖHM KABEL in individual cases - to all references by the PURCHASER to third party clauses and all regulations to which the PURCHASER refers.
- 1.5** References to the validity of statutory provisions are for clarification purposes only.
- 1.6** The PURCHASER agrees that these GTS shall also apply to all future transactions between BÖHM KABEL and the PURCHASER.
- 1.7** Legally relevant declarations and notifications by the PURCHASER in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Verbal declarations shall have no effect vis-à-vis BÖHM KABEL. Statutory formal requirements and further evidence, in particular in the event of doubt as to the legitimacy of the declaring party, shall remain unaffected.
- 1.8** Individual agreements made with the PURCHASER in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTS. Subject to proof to the contrary, a written contract or an express written confirmation by BÖHM KABEL shall be decisive for the content of such agreements.

1.9 BÖHM KABEL shall be entitled to use subcontractors to fulfill its obligations.

§ 2 ORDER, CONCLUSION OF CONTRACT, CONTRACTUAL PARTNERS, CONTRACTUAL DOCUMENTS AND PRODUCT INFORMATION

2.1 Offers declared by BÖHM KABEL in individual cases are always subject to change and are non-binding.

2.2 The order of the goods by the PURCHASER shall be deemed as a binding contractual offer. Unless otherwise stated in the order, BÖHM KABEL shall be entitled to accept this contractual offer within 10 working days of its receipt. Any cancellation of the order by the PURCHASER is not permitted within this period. A change to the order shall only become effective if it is confirmed in writing by BÖHM KABEL.

2.3 Acceptance shall be effected by written or textual order confirmation from BÖHM KABEL.

2.4 Pre-contractual communications made by BÖHM KABEL, such as cost estimates and descriptions, shall not be binding unless otherwise agreed in writing.

2.5 Catalog and brochure information, data sheets, technical application notes, information on websites and other general information are not part of the contract and do not guarantee any properties unless otherwise agreed in writing.

2.6 Commercial agents of BÖHM KABEL are intermediary agents, not sales agents.

2.7 The documents supplied by the PURCHASER (information, drawings, samples, models or the like) shall be authoritative for BÖHM KABEL. The PURCHASER shall be liable for their correctness, technical feasibility and completeness. BÖHM KABEL shall not be obliged to check them.

§ 3 DELIVERY, SELF-PROVISION, UNLOADING, DELIVERY QUANTITIES, STORAGE CHARGES, IMPORT

3.1 Unless otherwise agreed, deliveries by BÖHM KABEL shall be ex works. BÖHM KABEL shall not grant any freight compensation for the collection of goods. The PURCHASER shall unload the goods at his own expense and responsibility.

3.2 Contracts with BÖHM KABEL are expressly subject to BÖHM KABEL'S self-supply, provided that BÖHM KABEL is not responsible for the non-delivery, incorrect or untimely delivery by suppliers and these supply failures of delivery occurred despite a congruent supply transaction concluded by BÖHM KABEL. Furthermore, BÖHM KABEL undertakes to inform the PURCHASER immediately of the non-availability of such supplies and to reimburse any consideration already received immediately if BÖHM KABEL can no longer provide the service due to the non-availability.

- 3.3** BÖHM KABEL shall only be obliged to execute and deliver if the PURCHASER - if advance payment has been agreed - has made all agreed payments.
- 3.4** BÖHM KABEL shall no longer be obliged to deliver after the expiry of an acceptance period for the delivery.
- 3.5** Production-related and customary excess or short deliveries of up to 10% of the ordered quantity are permissible, unless a deviation from the contractual quantity is unacceptable for the PURCHASER in individual cases.
- 3.6** BÖHM KABEL reserves the right to deliver up to 10% of the order quantity in short lengths or excess lengths. We also reserve the right to deviations due to raw materials or production. Deviations with regard to the diameter, weight, technical design, manufacture and scope of the goods to be supplied are permissible within the customary tolerance limits.
- 3.7** Partial deliveries are permissible insofar as they are acceptable for the PURCHASER, taking into account his interests.
- 3.8** If delivery is delayed at the request of the PURCHASER or for other reasons for which the PURCHASER is responsible, BÖHM KABEL may, starting one month after notification of readiness for delivery, charge the PURCHASER for the actual additional expenses incurred as a result of such delivery, in particular the costs incurred by storage, but at least storage charges amounting to 0.5% of the invoice amount for each month or part thereof. The storage fee shall be limited to a total of 5% of the invoice amount, unless BÖHM KABEL can prove that it has incurred higher costs. The PURCHASER shall be permitted to prove that costs have not been incurred at all or are lower than the lump sum.
- 3.9** Unless otherwise agreed in individual cases, the PURCHASER shall be responsible for compliance with statutory and official regulations on import, transportation, storage and use of the goods.

§ 4 PACKAGING, CABLE DRUMS, BARRELS

- 4.1** The BÖHM KABEL loaned cable drums barrels provided with the deliveries shall be invoiced separately. The PURCHASER shall remunerate BÖHM KABEL at least from the 7th month of the transfer with 15 % of the deposit value of the such drums and barrels per month.
- 4.2** Barrels and drums shall be taken back if they are returned immediately free supplier's works (BÖHM KABEL) and if they are in good reusable condition. The PURCHASER shall bear the costs of the return.
- 4.3** The PURCHASER shall refund any damage to rental drums and barrels, unless he is not responsible for the damage. The PURCHASER must insure all drums and barrels against the usual risks.

- 4.4** The delivery of pallet cages and Euro pallets shall be made in an exchange way. If delays occur in the exchange, the costs incurred by BÖHM KABEL shall be charged to the PURCHASER.
- 4.5** Drums belonging to Kabeltrommel GmbH & Co. KG, Troisdorf ("KTG"), are provided to the PURCHASER in accordance with KTG's terms and conditions for the provision of cable drums. These are available on the KTG website. The PURCHASER shall bear the rental costs.
- 4.6** BÖHM KABEL loan cable drums and loan drums remain the property of BÖHM KABEL and are only made available on a loan basis. If the PURCHASER does not return them to BÖHM KABEL despite the expiry of the loan period and a request to do so, BÖHM KABEL shall be entitled to charge the PURCHASER for the loaned drums and barrels.

§ 5 TRANSFER OF RISK

- 5.1** If shipment has been agreed, the risk of accidental loss and accidental deterioration of the goods shall pass to the PURCHASER upon handover to the forwarding agent, carrier or other person or institution designated to carry out the shipment. This shall also apply if BÖHM KABEL has assumed the transportation costs or has disbursed them for the PURCHASER. If dispatch or handover is delayed for reasons for which the PURCHASER is responsible, the risk shall pass to the PURCHASER on the day on which the goods are ready for dispatch and the PURCHASER has been notified of this.
- 5.2** If goods are taken back in individual cases for reasons for which BÖHM KABEL is not responsible and on the basis of special written agreements, the PURCHASER shall bear all risk until the goods are received by BÖHM KABEL.

§ 6 DELIVERY PERIODS, CALL ORDER

- 6.1** Unless expressly agreed otherwise, information on delivery periods is only approximate. A delivery period only begins when all details of the execution have been clarified and both parties have agreed on the conditions of the order and the PURCHASER has provided all documents and materials required in the individual case and has made agreed advance payments (if any). If changes or additions to the delivery contract are subsequently agreed, a new delivery period must be agreed at the same time. The new delivery period shall not commence before BÖHM KABEL has sent the new order confirmation.
- 6.2** Transactions for delivery by a fixed date shall require express written confirmation as such by BÖHM KABEL.

- 6.3** Furthermore, BÖHM KABEL shall be entitled to postpone delivery as long as the PURCHASER has not fulfilled due payment obligations from previous deliveries without justification.
- 6.4** If delivery is postponed beyond the time stipulated in the contract at the PURCHASER's request, Clause 3.8 shall apply.
- 6.5** If the delivery period is exceeded, the PURCHASER shall grant BÖHM KABEL a reasonable grace period, which may not be less than three weeks.
- 6.6** If the PURCHASER places a call order and no separate written agreements are made regarding the call dates, the PURCHASER is obliged to notify the individual call dates in writing at least 14 working days before the delivery date. Decisive for the deadline is the receipt of the call notification. The date for the last delivery may be a maximum of 90 days after receipt of the written order confirmation by the PURCHASER.
- 6.7** If BÖHM KABEL is responsible for non-compliance with bindingly agreed deadlines, its claim to compensation for delay shall be limited to an amount of 5% of the net invoice value of the delivery or service affected by the delay after expiry of the grace period set by the purchaser - if and insofar as the PURCHASER can prove that it has suffered damage as a result of the delay. Any further claims arising from delay are excluded, unless the delay is due to at least gross negligence or the culpable breach of a material contractual obligation. In this case, however, compensation shall be limited to the foreseeable, typically occurring damage. The following remains unaffected: Claims for damages arising from injury to life, body, health; as well as claims of the PURCHASER under the Product Liability Act and other mandatory statutory liability regulations.

§ 7 FORCE MAJEURE

- 7.1** If BÖHM KABEL is unable to deliver on time due to force majeure, labor disputes for which it is not responsible, official measures, energy or raw material shortages, transport bottlenecks or transport obstacles, operational hindrances e.g. due to fire, water and / or machine damage, epidemic or pandemic situations (in particular COVID-19 incl. mutations), war, mobilization, export and import bans, traffic closures or other disruptions for which BÖHM KABEL is not responsible in its own operations or in the operations of upstream suppliers/subcontractors that are verifiable of considerable influence, BÖHM KABEL is obliged to inform the PURCHASER immediately.
- 7.2** In the cases referred to in clause 7.1, BÖHM KABEL shall be entitled to postpone the delivery time by the duration of the event of force majeure or disruption, provided that BÖHM KABEL has complied with its obligation to inform (7.1). If delivery becomes impossible as a result, BÖHM KABEL's obligation to deliver shall lapse to the exclusion of compensation.

7.3 BÖHM KABEL shall not be responsible for the circumstances within the meaning of clause 7.1 even if they arise during an existing delay.

7.4 If the impediments to delivery or performance listed under clause 7.1 last for an unreasonably long time, both contracting parties are entitled to withdraw from the contract. The PURCHASER shall only be entitled to withdraw from the contract after the expiry of a reasonable grace period, unless a fixed-date transaction under commercial law has been agreed upon in writing. The PURCHASER and BÖHM KABEL shall not be entitled to any further claims in such situations.

§ 8 PRICES, PRICE ADJUSTMENT, OTHER COSTS

8.1 The prices stated in the order confirmation are the starting point. These are prices excluding or plus VAT, packaging costs, postage, (freight) insurance, customs clearance costs and packaging, shipping, loading and unloading costs. These above-mentioned cost items shall be borne by the PURCHASER, unless otherwise agreed in writing.

8.2 If BÖHM KABEL takes into account the wishes of the PURCHASER with regard to the type and route of shipment, any additional costs incurred as a result, such as express or express delivery, shall be borne by the PURCHASER – even in the case of carriage paid delivery. This shall also apply if the shipment is carried out in whole or in part by employees or suppliers of BÖHM KABEL.

8.3 Pricing and price adjustment

8.3.1 In the German cable industry, due to the high proportion of metal, it is customary to show and invoice the metal costs separately as a metal surcharge. All metal surcharges are not discountable and cannot be discounted.

8.3.2 The price basis shall be the BÖHM KABEL basic price list valid on the respective date of the order confirmation plus the metal surcharge (price according to Clause 8.1 = basic price + metal surcharge).

8.3.3 The initial price shall be increased or reduced by the difference between the metal base and the BÖHM metal quotation multiplied by the respective copper number of the cable (BÖHM copper surcharge).

8.3.4 The calculation basis for the metal surcharge shall be the BÖHM KABEL metal quotation, the metal base and the metal number published daily on BÖHM KABEL's homepage. The metal number is a purely commercial calculation figure and is expressly not an indication of the actual metal weight contained in the product. The metal quotation is calculated from the stock exchange quotation for copper, aluminum and other metals used in production according to the LME quotation (Fixing London Metal Exchange) in EUR/t; the EUR/USD exchange rate (Frankfurt Stock Exchange), surcharges for cathode premiums and procurement costs.

8.3.5 If metal covering and procurement at the conditions of the metal surcharge is not possible or not fully guaranteed, BÖHM KABEL shall be entitled to invoice the PURCHASER in accordance with the actual metal procurement prices plus procurement costs incurred and to demand the corresponding purchase price.

8.4 In the case of orders for cables with fixed lengths / special lengths, BÖHM KABEL shall be entitled to demand a reasonable surcharge on the list prices from the PURCHASER.

§ 9 PAYMENT, OFFSETTING, ASSIGNMENT

9.1 BÖHM KABEL's invoices shall be payable without deduction within 10 days of receipt of the invoice. The PURCHASER shall be in default without further reminder after exceeding the aforementioned payment deadline or an individually agreed payment deadline. The statutory interest pursuant to § 353 HGB (German Commercial Code) shall remain unaffected.

9.2 All claims of BÖHM KABEL against the respective PURCHASER shall become due immediately in the event of default of payment by the PURCHASER.

9.3 In the event of default in payment and justified doubts as to the solvency or creditworthiness of the PURCHASER, BÖHM KABEL shall be authorized - without prejudice to other rights - to demand securities or advance payments for outstanding deliveries. Otherwise, § 321 BGB shall apply. The PURCHASER may no longer sell goods owned or co owned by BÖHM KABEL (see clause 15 Retention of title) during the period of default of payment.

9.4 Payment shall only be deemed to have been made when BÖHM KABEL can dispose of the amount. The presentation of bills of exchange or checks requires the express prior written consent of BÖHM KABEL; their charges and all costs as well as the risk of timely presentation and protesting shall be borne in full by the PURCHASER.

9.5 The PURCHASER shall not be entitled to withhold payments due to counterclaims or to offset them against counterclaims, unless these are recognized by BÖHM KABEL, undisputed, ready for decision or legally established. Counterclaims of the PURCHASER arising from the same contract due to defects, non-performance and/or unfinished or incomplete performance shall remain unaffected by this. The PURCHASER may only assign his claims against BÖHM KABEL arising from the underlying contract to third parties with the consent of BÖHM KABEL. Section 354a HGB remains unaffected.

9.6 In the case of partial deliveries, the PURCHASER is obliged to make partial payments on request.

§ 10 WARRANTY, OBLIGATION TO INSPECT AND GIVE NOTICE OF DEFECTS

- 10.1** The statutory provisions shall apply to the PURCHASER's rights in the event of material defects and defects of title (including incorrect and short delivery), unless otherwise specified below.
- 10.2** The PURCHASER shall inspect the delivered goods for defects immediately upon receipt - also by means of a test processing; otherwise the goods shall be deemed approved with regard to any defect detectable by such inspection.
- 10.3** Notices of defects shall only be considered if they are made in writing immediately after the defect has become apparent, but at the latest immediately after its discovery, enclosing supporting documents or specifications, the description of the defect; recognizable defects must be reported within ten days at the latest. If the PURCHASER fails to give notice, the goods shall be deemed to have been approved with regard to the defect.
- 10.4** Furthermore, claims for defects shall not exist in the event of natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective assembly work, unsuitable working materials, unsuitable operating materials, disregard of operating instructions, defective maintenance or which arise due to special external influences (including chemical or electrolytic influences) which are not assumed under the contract.
- 10.5** If a defect in the service provided is due to reasons for which the PURCHASER is responsible, in particular due to the provision of incorrect specifications or the withholding of information decisive for the application and design, BÖHM KABEL shall not be liable under warranty.
- 10.6** The special statutory provisions of Sections 445a, 445b, 478 (1) BGB (German Civil Code) shall not apply to final deliveries of goods.
- 10.7** All information on the suitability, processing, application and results of BÖHM KABEL products, the technical-chemical advice and all other information is provided to the best of BÖHM KABEL's knowledge, but this in no way releases the purchaser from the obligation to check the suitability and results with BÖHM KABEL's products in its own professional tests with regard to the respective end application and the required requirements. All information provided by BÖHM KABEL is in no way to be understood as a product guarantee.
- 10.8** BÖHM KABEL must be given the opportunity to inspect a notified defect on site. Any warranty claims shall be excluded if BÖHM KABEL is not given the opportunity to inspect the rejected goods within ten days of the notification of defects. In the event of unauthorized reworking, modifications, repairs and/or improper handling, no claims for defects shall exist for these and the resulting consequences.
- 10.9** If the delivered product is defective and the PURCHASER has properly fulfilled his obligation to inspect and give notice of defects, the PURCHASER shall be entitled to the statutory rights in accordance with the following provisions:

- (i) BÖHM KABEL SHALL have the right, at its discretion, either to remedy the defect or to deliver defect-free contractual goods to the PURCHASER (subsequent performance). Sections 439 (4), 635 (3) BGB shall remain unaffected. The PURCHASER must give BÖHM KABEL sufficient time and opportunity to carry out the subsequent performance within normal working hours. BÖHM KABEL's right to refuse any subsequent performance under the statutory conditions shall remain unaffected.
 - (ii) If the PURCHASER's request to remedy the defect proves to be unjustified, BÖHM KABEL may demand reimbursement of the resulting costs from the PURCHASER. Subsequent performance shall neither include the removal or removal of the defective item nor the reinstallation or reattachment if the PURCHASER was already aware of the defect at the time of installation or attachment or if the installation or attachment was not carried out as intended. This shall also apply if the PURCHASER was grossly negligent in not recognizing the defect prior to installation or attachment, unless BÖHM KABEL fraudulently concealed the defect or assumed a guarantee.
 - (iii) Clause 11 of these GTS shall apply to claims of the PURCHASER for damages or reimbursement of futile expenses. Clause 12 of these GTS shall apply to the limitation periods.
- 10.10** BÖHM KABEL shall be entitled to make the subsequent performance owed dependent on the PURCHASER paying the purchase price due. However, the PURCHASER shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.
- 10.11** The Purchaser shall only have statutory rights of recourse against BÖHM KABEL to the extent that the statutory requirements are met. Therefore, in particular, there shall be no rights of recourse if the Purchaser has made agreements with his PURCHASER that go beyond the statutory claims for defects within the framework of a guarantee or as a gesture of goodwill.
- 10.12** BÖHM KABEL shall deliver used goods to the exclusion of any warranty, unless otherwise agreed in writing.

§ 11 COMPENSATION - LIABILITY

- 11.1** Subject to the provision in clause 11.2, BÖHM KABEL shall only be liable for damages - in the event of contractual, non-contractual or other claims for damages, irrespective of the legal grounds, in particular due to defects, default and impossibility, culpa in contrahendo and tort - in the event of intent and gross negligence, including intent and gross negligence on the part of representatives and vicarious agents of BÖHM KABEL. In addition, BÖHM KABEL shall also be liable in the event of simple negligence, including simple negligence on the part of representatives and vicarious agents, for damages arising from the breach of a material contractual obligation, i.e. an obligation whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the PURCHASER may therefore regularly rely (cardinal obligation). Except in the case of intent, including intent on the part of representatives and vicarious agents, liability for damages shall, however, be limited to foreseeable, typically occurring damage.

- 11.2** The exclusions and limitations of liability set out in clause 11.1 shall not affect claims arising from injury to life, body and health as well as claims of the purchaser under the Product Liability Act and other mandatory statutory liability provisions. The above exclusions and limitations of liability shall also not apply if BÖHM KABEL has fraudulently concealed a defect or if BÖHM KABEL is liable due to the assumption of a guarantee or due to the express assumption of the procurement risk. Clauses 11.1 and 11.2 shall also apply if the PURCHASER demands compensation for useless expenditure instead of a claim for damages.
- 11.3** Insofar as BÖHM KABEL provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by BÖHM KABEL, this shall be provided free of charge and to the exclusion of any liability - except in cases of intent or gross negligence.
- 11.4** In the event that the PURCHASER has been held liable by its purchaser or any subsequent customer for subsequent performance under the statutory requirements, the PURCHASER shall give BÖHM KABEL the opportunity to carry out the subsequent performance itself within a reasonable period of time before procuring a "replacement" elsewhere. The PURCHASER shall impose this obligation on his PURCHASER accordingly. If the PURCHASER breaches these obligations, BÖHM KABEL reserves the right to reduce the reimbursement of expenses to the amount that would have been incurred if it had carried out the subsequent performance itself.
- 11.5** Reimbursement of expenses for expenses incurred in the course of the PURCHASER's subsequent performance towards its customer shall also be excluded if the PURCHASER has not made use of its right to refuse this type of subsequent performance or both types of subsequent performance due to disproportionate costs, contrary to its duty to mitigate damages and/or has not limited the reimbursement of expenses to a reasonable amount.
- 11.6** Claims of the PURCHASER for expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded if the expenses increase because the object of the delivery has subsequently been taken to a place other than the contractually agreed destination, unless the transfer corresponds to its intended use. This applies accordingly to recourse liability.

§ 12 STATUTE OF LIMITATIONS

- 12.1** The PURCHASER's claims arising from material defects and defects of title shall become time-barred within one (1) year of delivery.
- 12.2** Mandatory statutes of limitation remain unaffected. The limitation period specified in clause 12.1 shall therefore not apply in particular to claims for injury to life, body or health, for claims based on intent, fraudulent intent and/or gross negligence, for claims based on the assumption of a guarantee. The longer limitation periods according to § 438 para. 1 no. 1 BGB (rights in rem of a third party), §§ 438 para. 1 no. 2 BGB (buildings and building materials as well as planning services for a building) and §§ 438 para. 3, 634a para. 3 BGB (fraudulent intent) also remain unaffected.

- 12.3** The limitation periods for claims due to material defects and defects of title pursuant to Clauses 12.1 and 12.2 shall apply accordingly to competing contractual and non-contractual claims for damages of the PURCHASER based on a defect of the contractual goods. If, in individual cases, the application of the statutory limitation provisions should lead to an earlier limitation period for the competing claims, the statutory limitation period shall apply to the competing claims. The statutory limitation periods under the Product Liability Act shall remain unaffected in any case.
- 12.4** Insofar as the limitation period for claims against BÖHM KABEL is shortened in accordance with Clauses 12.1-12.3, this shortening shall apply accordingly to any claims of the purchaser against legal representatives, employees, staff, agents and vicarious agents of BÖHM KABEL which are based on the same legal grounds.
- 12.5** The limitation period shall only be suspended in favor of the PURCHASER by negotiations pursuant to § 203 BGB, if these are conducted with the legal representatives of BÖHM KABEL.

§13 PROPERTY RIGHTS AND COPYRIGHTS, IMAGE RIGHTS

- 13.1** All rights to patents, utility models and designs, trademarks, equipment and other property rights as well as copyrights for the subject matter of the contract and services shall remain with the holders of the rights. This also applies in particular to product designations, software and rights to names and trademarks.
- 13.2** The PURCHASER shall have no claims against BÖHM KABEL due to an infringement of property rights if he himself is responsible for the infringement of property rights. This is particularly the case if BÖHM KABEL has to perform according to the requirements or specifications etc. of the PURCHASER. Claims of the purchaser are excluded in particular if the infringement of property rights is based on special specifications of the purchaser, is caused by an application not foreseeable by BÖHM KABEL or by the fact that the delivery is modified by the purchaser or used together with products not supplied by BÖHM KABEL.
- 13.3** If BÖHM KABEL has to perform according to the Purchaser's requirements or specifications etc. or if the PURCHASER provides plans and calculations according to which BÖHM KABEL has to perform, the PURCHASER alone shall bear the liability risk that no copyrights and/or industrial property rights of third parties are infringed. In this respect, the PURCHASER shall indemnify BÖHM KABEL against all third-party claims if an infringement of property rights is attributable to culpable conduct on the part of the PURCHASER. License fees or costs incurred in such cases or incurred to avoid infringements of property rights shall be borne by the PURCHASER.
- 13.4** All copyrights to BÖHM KABEL's publications shall remain with BÖHM KABEL irrespective of the type of publication. Use without the express consent of BÖHM KABEL is not permitted.
- 13.5** Should registrable property rights arise within the scope of the fulfillment of the contract, the parties shall consult with

- 13.6** each other regarding the filing of these property rights. In such cases, BÖHM KABEL shall be granted at least a non exclusive right of use on reasonable terms.

§14 EXTENDED RETENTION OF TITLE, PROCESSING CLAUSE

- 14.1** BÖHM KABEL shall retain title to the delivered goods until full payment of all present and future claims arising from the business relationship with the PURCHASER (RESERVED GOODS).
- 14.2** The PURCHASER shall properly store and keep the RESERVED GOODS separately from similar goods of other companies and mark them as originating from BÖHM KABEL's delivery. The PURCHASER shall insure the RESERVED GOODS at his own expense and provide proof of this at BÖHM KABEL's request.
- 14.3** Processing, mixing or transformation of the RESERVED GOODS shall be carried out for BÖHM KABEL as manufacturer in accordance with § 950 BGB, without obligating BÖHM KABEL. If the RESERVED GOODS owned by BÖHM KABEL are processed/mixed with other items, BÖHM KABEL shall acquire co-ownership of the new item in the ratio of the market value of the RESERVED GOODS supplied by BÖHM KABEL to the value of the other processed/mixed items/goods at the time of processing/mixing. The PURCHASER shall store and insure the new item free of charge with the care customary in the trade.
- 14.4** The PURCHASER is entitled to process and sell the RESERVED GOODS in the ordinary course of business as long as he is not in default. The PURCHASER hereby assigns to BÖHM KABEL in full by way of security all claims arising from the resale or any other legal grounds (insurance, tort) in respect of the RESERVED GOODS (including all current account balance claims). The PURCHASER remains revocably authorized to collect the claims assigned to BÖHM KABEL for the account of BÖHM KABEL in his own name. This collection authorization can only be revoked if the PURCHASER does not properly meet his payment obligations.
- 14.5** The goods and the claims replacing them may not be pledged to third parties or transferred or assigned to them as security before the claims of BÖHM KABEL have been paid in full. BÖHM KABEL must be notified immediately of any access by third parties to the products belonging to BÖHM KABEL (e.g. seizures) and claims.
- 14.6** If the value of the securities exceeds the claims of BÖHM KABEL by more than 10%, BÖHM KABEL shall release securities of its choice at the request of the purchaser.
- 14.7** The taking back of the reserved goods shall not be deemed a withdrawal from the contract. § Section 449 para. 2 BGB is excluded.

§ 15 WITHDRAWAL / TERMINATION

In addition to the statutory grounds, BÖHM KABEL shall be entitled to withdraw from a contract concluded with the PURCHASER for a delivery or to terminate the contract extraordinarily if one of the following circumstances occurs:

- a) A material deterioration in the PURCHASER's financial circumstances occurs or threatens to occur. For example:
 - (i) if enforcement measures are initiated against the PURCHASER's assets and are not terminated within 4 weeks; or
 - (ii) the PURCHASER is over-indebted or insolvent within the meaning of the InsO (German Insolvency Code) or such a situation is imminent; or
 - (iii) if insolvency proceedings are opened, the opening of insolvency proceedings is applied for, the opening of insolvency proceedings is rejected for lack of assets.
- b) The PURCHASER, if a natural person, dies or is placed under guardianship.
- c) Invoice amounts due are repeatedly not paid in full by the PURCHASER despite reminders.
- d) the PURCHASER is responsible for the culpable breach of an essential contractual obligation.
- e) change of the majority shareholder of the PURCHASER or of the significant control over the PURCHASER.

§16 CONFIDENTIALITY, NON-DISCLOSURE, CONTRACTUAL PENALTY

16.1 The PURCHASER is obliged not to disclose to third parties any confidential information (including business secrets) which it learns in connection with a contract concluded with BÖHM KABEL and its performance. Confidential information is information that is marked as confidential or whose confidentiality is evident from the circumstances, irrespective of whether it has been communicated in written, electronic, embodied or oral form. This includes, in particular, information about the nature, quality or composition of BÖHM KABEL products. Confidential information in the above sense does not include information that

- a) were obvious or known to the PURCHASER at the time of transmission or became so subsequently;
- b) have been made available to the PURCHASER without breach of law by third parties; or
- c) the PURCHASER has developed itself without using confidential information.

16.2 The PURCHASER is prohibited from obtaining confidential information by means of reverse engineering. "Reverse engineering" means all actions, including observing, testing, examining, disassembling and, if necessary, reassembling, with the aim of obtaining confidential information.

16.3 The confidentiality obligation under clause 16.1 shall not apply, except in the cases of § 5 GeschGehG, even if the PURCHASER is obliged to disclose the confidential information by law or on the basis of a final or legally binding decision of an authority or court. In this case, the PURCHASER shall immediately inform BÖHM KABEL of the obligation to disclose. In addition, the PURCHASER shall make it clear in the course of the disclosure that, if this is the case, it concerns business secrets.

16.4 BÖHM KABEL reserves unrestricted proprietary and copyright exploitation rights to cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Documents may only be made accessible to third parties with the prior consent of BÖHM KABEL.

16.5 The purchaser undertakes to pay BÖHM KABEL a reasonable contractual penalty for each case of culpable breach of the obligations under clauses 16.1 - 16.4. The amount of the contractual penalty shall be determined by BÖHM KABEL at its reasonable discretion, in particular depending on the severity of the breach, and may be reviewed by the competent court in the event of a dispute. BÖHM KABEL reserves the right to assert further claims, such as for damages or injunctive relief. The contractual penalty shall be offset against any damages to be paid.

§ 17 PLACE OF JURISDICTION, APPLICABLE LAW, PARTIAL INVALIDITY, FINAL PROVISIONS, PLACE OF PERFORMANCE

17.1 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of böhm Kabeltechnik GmbH, Hall-Str. 8, 58638 Iserlohn, Germany. However, BÖHM KABEL shall also be entitled to sue the PURCHASER at a statutory place of jurisdiction opened in individual cases.

17.2 The place of performance is the registered office of böhm Kabeltechnik GmbH, Hall-Str. 8, 58638 Iserlohn, Germany.

17.3 The contractual relationship and all claims arising from or in connection with deliveries and services of BÖHM KABEL shall be governed by the law of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

17.4 Should a provision in these GTS or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements. In place of the invalid or unenforceable provision, a provision shall be deemed agreed that comes as close as legally possible to what was intended by the contracting parties in accordance with the original meaning and purpose of the invalid or unenforceable provision. The same applies to any loopholes.

17.5 The contract language is German.