

General delivery and payment conditions

The following conditions of sale are an integral component of the contract with us, the SAB BRÖCKSKES GmbH & Co. KG

1. Contracting parties

The contract of sale is concluded with SAB Bröckskes GmbH & Co. KG, Grefrather Straße 204-212b, 41749 Viersen. Sales are only effected with contractors in the sense of paragraph 14 BGB.

2. General

- 2.1 Only our conditions of sale are valid. Contradicting or deviating conditions of the buyer will not be accepted unless our written authorization. Our conditions of sale are also valid if we deliver without reservation even if we know that they differ from the buyer's conditions of sale.
- 2.2 We reserve ourselves all property and copyrights for figures, drawings, specifications and other documents (afterwards called documents). They are not allowed to be passed on to a third party without our authorization. Documents belonging to offers shall be returned to us on request if no order is placed. Sentence 1 and 2 are applied on documents of the buyer, however they are allowed to be passed on to such third parties to which we have transferred delivery or service by authorization.
- 2.3 We reserve the right to do partial deliveries or services acceptable for the buyer.
- 2.4 We are allowed to charge other reliable companies to fulfil our obligations.

3. Contract contents / contract conclusion

- 3.1 SAB online shop – contract conclusion on the internet.
 - 3.1.1 Our products presented in our online shop are no binding offers.
 - 3.1.2 The contract between the buyer and us is concluded as follows: the buyer can add the corresponding product into his shopping cart on the respective product page by clicking on the "shopping cart" purchase symbol. On the button "shopping cart" the number of products is indicated; via this link the buyer gets on the page of the shopping cart where it is possible to change the order quantity or to remove the chosen product; by returning to the product page further products can be added to the "shopping cart" and on the following page the order can be checked again. From this page you can go on with your order. At present the online shop is only available in German and in English language. The language of contract is German respectively English. The buyer's offer to buy is binding for the period of 2 weeks if the button "finish purchase" is clicked at the end of the order procedure by the buyer. The prices indicated on the order page are valid. We send an e-mail to the buyer that only confirms the reception of an offer. The contract of sale is concluded by our written declaration that we accept the offer within two weeks or if we deliver the ordered material to the buyer.
 - 3.1.3 We save the data of the order after the contract has been concluded and these data can be recalled at any time via the buyer's account. The contract text is not saved there; the general sales conditions are however available on the internet page of the online shop.
- 3.2 Contract conclusion beyond the online shop.
 - 3.2.1 Provisional agreements like for example quotations and descriptions made by us are without engagement if no other written agreement has been made.
 - 3.2.2 Catalogue and brochure indications, leaflets or other general and technical pieces of information are not part of the contract and do not guarantee any characteristic otherwise any other written agreement has been made.
 - 3.2.3 Orders are only binding for us if we have made a written confirmation or by e-mail. The buyer is bound to his order at the end of two weeks after receipt.

4. Prices / payment conditions / delivery conditions

- 4.1 Cables, insulated wires and cable harnessing: the prices are to be understood ex works. Freight costs will not be reimbursed, if the buyer collects the goods himself. Costs for express delivery and postage are to be paid by the buyer.

- 4.2 Compensating cables, RTDs and accessories: Prices are to be understood ex works, excl. packing.
- 4.3 For orders with a net value below EUR 100,00, we invoice a handling charge up to EUR 15.00 except for orders via the **SAB** online shop.
- 4.4 Cutting costs are invoiced with EUR 18.00 per cut plus VAT.
- 4.5 The prices in our offers and the prices in our price list for insulated cables are based on a copper base of EUR 150.00/100 kg for electrolyte copper bars if not otherwise specified. The quotations for electrolyte copper determined by us at the beginning of each month are relevant. In case that the quotation differs from the prices in our offers respectively our basic price list, the list prices/unit are increased or reduced by the amount resulting from the multiplication of the copper figure and the metal price difference. All raw material supplements and reductions are net values.
- 4.6 For orders received via the **SAB** online shop the prices plus VAT indicated on the internet page are valid, especially those indicated on the shopping cart and order page.
- 4.7 For orders via the online shop **SAB** delivers franco domicile within Germany from a net order value of EUR 300,00.
- 4.8 For orders via **SAB** online shop the buyer can choose between the offered payment conditions within the order procedure. Within the scope of accepting the offer we reserve the right to exclude certain modes of payment and to deliver and to execute requested deliveries only against payment in advance, cash on delivery and down payment. If the buyer doesn't agree after notification with the proposed payment condition within 2 weeks, the contract isn't made.
- 4.9 For a delivery on account, the invoicing is done with shipment. If the shipment can't be executed for reasons that are bound to the risk of the buyer, the invoice is nevertheless generated and becomes due. On our invoice the net price, prices for additional service as for example freight and packing charges, etc. are indicated.
- 4.10 Lengths (insulated cables): we reserve the right to supply to a 10% tolerance on length. Special cables will be delivered in production lengths resulting from the manufacturing process.
- 4.11 In case of partial deliveries, we have the right to demand partial payment.
- 4.13 Fulfilment by bill of exchange requires our approval. Expenses and interest are to be paid by the buyer.
- 4.14 We always try to observe the indicated delivery time.
- 4.15 The delivery time starts when all details of the order are clear. The products are forwarded to the dispatch department within 1-3 days. The final shipment requires the answering of all open questions, the transmission of all necessary drawings and documents or parts to be furnished by the buyer as well as the final release and permission, otherwise the delivery time is prolonged correspondingly.
- 4.16 The delivery time is kept if the material is forwarded to the dispatch department within this period, the readiness for dispatch is notified or the material has been picked up.
- 4.17 We are only obliged to deliver, if the buyer - as far as payment in advance has been agreed - has effected the agreed payment. If we don't receive the payment in time, **SAB** is allowed to prolong the delivery time correspondingly.
- 4.18 If the dispatch is delayed on request of the buyer or due to other reasons that are caused by him, we are allowed to charge storage costs, from 1 month after indication of readiness for dispatch, at least however, storage costs amounting to 0,5 % of the invoice amount for each month that has started. The storage costs are limited to 5 % of the total invoice amount, unless that higher costs can be proved. The buyer is allowed to prove that no costs did arise or that they are considerably lower than the charged amount.
- 4.19 All invoices become immediately due. For payment within 10 days after date of invoice with 2 % cash discount, as far as afterwards nothing else is agreed or the order was placed via the **SAB** online shop. Alloy increases are not subject to any cash discount. Platinum and platinum rhodium are payable net without any cash discount after receipt of invoice.
- 4.20 In case of delayed payment and founded doubts about the buyer's ability and creditworthiness we are allowed - notwithstanding our further rights acc. to paragraph 321 BGB - to demand securities or pre-payment for outstanding deliveries or performances and all demands resulting out of this business relation become due immediately.
- 4.21 The buyer is only allowed to charge if his demands are legally proved and uncontested.
- 4.22 The shipping package is invoiced separately or on loan. If a special transport is required by the buyer, he has to take over the arising freight costs. If the buyer picks up the goods by himself or charges a forwarder, no freight costs will arise.
- 4.23 Items which are not available
If a certain item isn't available, we will inform the buyer before accepting the order.

5. Reservation of Property Rights

- 5.1 Until full payment of our demands resulting from the business relation with the buyer, the sold goods remain our property. The bought goods are at the disposal of the buyer in regular business.
- 5.2 The reservation of property rights also applies to the full value of goods resulting out of processing or mixture with our goods, however, without any obligation for us as manufacturer. If the property rights of a third party continue to exist in case of processing or mixture with our goods, we acquire a joint ownership relative to the value of the processed goods.
- 5.3 The buyer has to cede the demands to us as security resulting out of sale to a third party amounting to the value of our joint ownership (compare paragraph 5.2). We accept this cession. He is allowed to collect it for us on our account until suspension of his payments or until he files for insolvency on his assets, unless being recalled. The buyer is not allowed to cede these demands neither for the purpose of demand collection through factoring unless the factor is obliged to transfer the counter payment amounting to our demands directly to us, as long as there are existing any demands on our part against the buyer.
- 5.4 Upon seizure of goods or intervention by a third party, the buyer should contact us immediately in writing via registered letter.
- 5.5 The goods or the respective demands resulting thereof may not be put in pledge, transferred or ceded to a third person until full payment of our demands.
- 5.6 We oblige ourselves to release our securities on buyer's request according to our choice if the value of our securities exceeds the amount by more than 10%.

6. Delivery / Service / Obligation to accept delivery

- 6.1 The delivery date given on the order confirmation is not binding unless it is written that it is obliging.
- 6.2 Delivery and date start with the date of order confirmation. If not otherwise agreed, the goods are delivered in time if they have left our works or our stock within this period.
- 6.3 The adherence to the delivery date provides that all technical questions are answered and all documents, necessary authorizations, releases or other obligations are supplied by the buyer. If the above mentioned requirements are not fulfilled, the delivery date is prolonged correspondingly; this is not valid if the delay has been caused by us.
- 6.4 If we are not able to deliver in time due to official instructions or steps, force majeure, mobilization, war, riot, strike, lockout, virus or other attacks of third parties on the IT system of the supplier or by the happening of unforeseen obstacles beyond our control or that of our suppliers, the delivery date is prolonged adequately.
- 6.5 If the obstacles of delivery as indicated under paragraph 6.4 last unreasonably long, both parties of the contract have the right to withdraw from the contract. The buyer has only the right to withdraw from the contract after expiry of an appropriate extension unless a delivery with fixed delivery date has been agreed in written form. The buyer is not entitled to any other claims.
- 6.6 If we are responsible for an exceeded delivery date, the buyer has the right to withdraw from the contract after expiry of an adequate extension. Damage claims are according to the regulations under paragraph 9.
- 6.7 If the delay of dispatch or of good's delivery is caused by the buyer, we have the right to invoice additional expenses resulting thereof especially storage charges.
- 6.8 In case that the buyer doesn't fulfil its obligations to accept delivery, we are allowed, regardless of other rights, to charge the costs for the withdrawal of goods to the buyer. The withdrawal of delivered products by us for reasons of goodwill requires first-class quality, original packing, prepaid carriage after a fixed date arrangement.
- 6.9 In case of delayed payment by the buyer, we have the right to retain further deliveries.
- 6.10 SAB reusable solid wooden cable drums are and remain our property and are only lent to the buyer. After the loan period has expired, unreturned SAB reusable solid wooden cable drums will be invoiced. One way cable drums are not taken back by SAB Bröckskes.

7. Transfer of risk

- 7.1 The accidental ruin or deterioration of the delivered goods are transferred to the buyer, as soon as we hand over the goods to the carrier, forwarder or to any other person or institution charged with the dispatch by the buyer.
- 7.2 If it is requested by the buyer to deliver the goods at a later delivery date as agreed or the delivery is delayed due to reasons to be justified by the buyer, the risk is transferred to the buyer from receipt of the notification of readiness for dispatch.

8. Guarantee

- 8.1 All indications about suitability, processing and application of our products, technical advice and other indications are made to the best of our knowledge and belief; nevertheless they do not relieve the buyer neither from tests on his own nor from employing or charging qualified personnel. We can only be held responsible for a special application of our products if we were informed about it in advance and have confirmed it correspondingly in written form.
- 8.2 The buyer has to check the delivery immediately upon receipt with regard to any defects - also by trial processing - otherwise the goods are considered to be accepted with regard to the defect.
- 8.3 Complaints can only be considered if they are announced in written directly after appearance or immediately after discovery at the latest. Proofs or specifications describing the defect have to be attached. Apparent defects have to be announced within 10 days. The goods are considered to be accepted also with regard to the defect without notification through the buyer.
- 8.4 In case that a fault of a service or good furnished by the supplier is due to reasons the customer has to assume, especially due to incorrect specifications or retained pieces of information decisive for the individual case and construction, the liability of the supplier is excluded.
- 8.5 Our guarantee obligation is limited to replacement or repair of the goods by choice. Therefore, the buyer shall grant us the necessary time and opportunity according to one's reasonable discretion. If the replacement or repair fails two times, the buyer has the legal guarantee rights. Claims for damages are only possible under these conditions.
- 8.6 Guarantee does not occur if operation, installation or maintenance instructions are not observed or not released spare parts or materials are applied.
- 8.7 Complained goods can only be resent with our expressive consent. In this case the buyer must choose an appropriate and secure packaging.
- 8.8 The replaced parts by guarantee obligations are transferred to our property after being removed in case of legitimate interest.
- 8.9 We are liable for replacement or repair deliveries to the same extent as for original deliveries; this means till expiry of the guarantee period valid for the original delivery.
- 8.10 For the delivery of new products the statutory of limitation for material defect claims is 12 months from taking over the property by the buyer or the person charged by him in case that the latter takes possession of the goods earlier than the buyer himself. The legal statutory period of limitation is valid if we concealed the defect maliciously and/or caused it deliberately or by gross negligence.
- 8.11 Second-hand goods are delivered without any guarantee unless otherwise agreed in written form. The legal statutory period of limitation is valid if we have concealed the defect maliciously and/or caused it deliberately or by gross negligence.
- 8.12 An inhibition of the statutory period of limitation by negotiations, § 203 BGB, only takes place, if these are lead with our legal representatives.

9. Damages

- 9.1 Claims for damages against us, regardless of which legal foundation, especially due to breach of duties resulting from contractual obligations or illegal liability are excluded. This isn't valid for:
 - harm to life, body or health based on breach of duty by us and/or
 - other harm based on deliberate, malicious breach of duty or caused by gross negligence on our part and/or
 - culpable breach of duty whose fulfilment enables the correct implementation of the contract at all and its breach endangers the fulfilment of the contact aim and/or on its adherence the buyer can trust. In such a case our liability is limited to the value of the foreseeable damage provided that the breach of duty has not been caused deliberately or by gross negligence. Claims on any lost profit, saved expenditures arising out of claims from third parties as well as other communicable or incommunicable subsequent damage cannot be claimed in case of simple negligence unless it is the purpose of a guaranteed property by us to protect the buyer against such damage. In case of breach of other duty we are not liable with simple negligence.
 - taking over a guarantee or a procurement risk or according to the law on product liability.
- 9.2 We are not liable for the injury of foreign protective rights provided that the injury of protective rights is based on drawings, designing or other indications of the buyer.

10. Place of fulfilment, legal domicile, other

- 10.1 Place of fulfilment is Viersen-Süchteln.
- 10.2 The contract for sale is subject to German law except the UN purchase law.
- 10.3 As far as the buyer is businessman, legal entity of the public law or legal special assets under public law, our place of business is agreed as sole legal domicile. We are, however, allowed to sue the buyer at the court in the district of the buyer's place of business.
- 10.4 As far as the buyer has its domicile in a state which is not member of the EU or EFTA (member states of the EFTA are Island, Norway, Switzerland and Liechtenstein), section 10.3 is not applied. Instead all disputes arising from the actual contract are finally decided acc. to the rules of arbitration of the International Chamber of Commerce (ICC) by three arbitrators who are appointed according to the preceding rules. The place of arbitral action is our place of business in Germany. The applicable substantive law is the German law with regulations of the international civil law as well as of the UN convention on Contracts for the International Sale of Goods being excluded. The language of the arbitral action is German.
- 10.5 As far as the contract or such conditions require a written form, it is also respected if the declaration of intent is received by e-mail or fax.

11. Liability of contract

In case that individual regulations of these conditions are ineffective, the validity of the other regulations as well as that of the contract itself is not touched. This is not valid if the sticking to the contract means unreasonable hardship for one contract party.

12. Image copyright

All copy rights in our publications or in the SAB online shop are reserved for us. The use without our explicit agreement is not allowed.