



### **1. General | validity | scope of application | written form**

Our T&C shall apply exclusively; we shall only acknowledge contradictory terms of the customer or ones deviating from our T&C if we have expressly agreed to their validity in writing. Our T&C shall apply even if we supply to the customer without reservation despite knowledge of its contradictory terms or ones deviating from our T&C.

Our T&C shall only apply towards enterprises in the sense of § 310 subsection 1 German Civil Code.

Side-agreements, reservations, amendments, addenda etc. including cancellation of this requirement of written form shall require our written confirmation in order to take effect.

### **2. Quotations**

To the extent not stated to the contrary, our quotations shall be subject to change without notice; the customer's order is to be qualified as a quotation pursuant to § 145 German Civil Code.

### **3. Prices**

All the prices stated by us shall be understood exclusive of the statutory turnover tax and from an order value of EUR 1,200.– net (i. e. without value added tax), before metal surcharge and without part deliveries, freight forward within the Federal Republic of Germany (mainland), albeit without unloading.

For required cutting lengths, we shall charge cutting costs to the amount of EUR 10.– per cut.

### **4. Metal quotes and calculation**

Depending on the product, the sales prices shall contain a copper basis of EUR 0.– / 100.– / 150.– for 100 kg of copper. The sales prices shall increase / decrease by the difference between copper basis and published raw material quotation on the day of order.

The raw material quotations are determined on the basis of the publication of the non-ferrous metal processors. If not agreed to the contrary, the values published in the daily press on the day of receipt of order for electrolyte copper for conducting purposes (DEL quote) plus purchase costs, aluminium for conducting purposes and lead in wires according to DIN 17640 shall apply.

### **5. Modification and cancellation of orders**

Modifications of confirmed orders will only become valid when confirmed in writing by Faber. Orders that are already transferred to the shipping procedures can not be changed. Customised goods or lengths can not be changed or canceled. Faber reserves the right to charge the customer for costs thus incurred.

### **6. Retention of title**

We reserve title to the goods supplied by us – hereinafter referred to as conditional commodities – until complete payment of all claims resulting from the business relationship with the customer. The retention of title shall also remain in existence if individual claims are incorporated in a current account (reservation of current account).

The customer shall be entitled to resell conditional commodities in the ordinary course of business. The customer here and now assigns the claims to remuneration against its customer originating from the resale to us to the amount of the value of the conditional commodities by way of security. As long as the customer complies with its duties towards us, it shall be authorised to collect the claims assigned to us. If justified reasons exist, in particular if the customer culpably fails to comply with its contractual duties towards us, we shall however be entitled to revoke the above collection authorisation and to disclose the assignment made in our favour. In such a case, the customer shall provide us with the documents necessary for the disclosure without delay.

Sale in the ordinary course of business shall not exist if the customer pledges conditional commodities to a third



party, transfers them by way of security and/or makes them the subject matter of factoring and/or sale-lease-back procedures and/or if the customer's contractual terms have ruled out assignment of the claims to remuneration. In all such cases, the customer shall always be obliged to obtain our written consent before undertaking the intended transaction.

In the event of processing and/or machining of conditional commodities, this shall be done by our order and on our behalf in the sense of §§ 950 et seqq. German Civil Code. In such a case, ownership of the object originating by machining/processing of the conditional commodities shall accrue to us in the ratio of the conditional commodities to the value of the new object at the time of machining or processing. If other goods not belonging to the customer are processed at the same time, co-ownership of the new object shall accrue to us in the ratio of the invoice value of the individual processed goods to the total value achieved. To the extent that the customer sells the object newly produced by it, the claim accruing to the customer from this shall likewise be assigned to us by way of security to the amount of the value of the conditional commodities.

If the conditional commodities are damaged, destroyed or if the customer obtains claims against third parties from an impairment of the value of the conditional commodities, in particular against insurance companies, these claims shall also be assigned to us within the framework of the aforementioned and the following provisions as securing of our claim(s). If such claims originate, we shall be notified without delay.

If the value of the collateral granted to us (sales value at the time less the statutory value added tax less advance encumbrances of third parties) lastingly exceeds the claim(s) accruing to us by more than 50 %, we shall be obliged to release the collateral no longer needed according to our due discretion upon request by the customer.

If cheque/bill proceedings take place, the claims accruing to us shall only be redeemed with final and unreserved fulfilment of all the obligations entered into in connection with the aforementioned mode of payment, in particular only after complete honouring of the bill provided.

## **7. Payment terms | offset | rights of retention**

Our invoices shall be due for payment 30 days from date of invoice without any deduction.

If the aforementioned payment terms are not complied with, we shall be entitled to charge interest to the amount of 8 % points above the base rate of interest; the right to claim further-reaching damages, in particular proven higher interest, shall remain unaffected.

Independent of payment agreements made, claims accruing to us shall become due for payment immediately if the customer gives rise to circumstances making abiding by payment agreements which have been made no longer reasonable for us, in particular economic deterioration, application for insolvency proceedings, negative changes within the framework of insurability with commodity loan insurers etc.). In such a case, we shall additionally be entitled to make supply of further goods dependent on provision of matching collateral and/or of payment in advance.

Claiming a right of retention and/or offset with counterclaims against us has been ruled out unless the claim(s) being made by the customer is/are undisputed and / or legally effective.

## **8. Reservation of supply | part deliveries**

Unless expressly agreed to the contrary in writing, all delivery assurances on our part shall be subject to correct and punctual delivery to us.

If impossibility of delivery is based on reasons with our previous supplier for which we are not answerable, both we and also the customer can withdraw from the contract to the extent that the agreed delivery date has been exceeded or in all probability will be exceeded not inconsiderably. We undertake to inform the customer about non-availability without delay and to reimburse all and any considerations (remunerations) already received without delay. We reserve the right to part deliveries at any time.



Over and above this, we reserve the right to excess or short deliveries of up to 10 % of the quantity ordered as customary in the trade.

### **9. Delivery periods and dates**

Fixed transactions shall presuppose express written confirmation as such. Otherwise, the customer shall always be obliged to set a suitable period of grace for us in writing if dates and/or periods set by us are not complied with. If the period of grace is also not complied with, the customer shall be entitled to withdraw from the contract.

In a case of force majeure or other circumstances which are not foreseeable, out of the ordinary and/or no fault of our own, also if they occur with our suppliers, a delivery period assured by us shall be extended until remedying of the aforementioned incident. If this point in time cannot be estimated, both the customer and also we shall be entitled to withdraw from the concluded contract. In such a case, claims to damages have been ruled out on both sides. We undertake to inform the customer without delay if the aforementioned circumstances become known.

If compliance with a deadline is dependent on the fact that certain information and/or plans, approval declarations or similar are given to us by the customer, the delivery period shall only commence from the time at which we are in possession of the complete information from the customer in writing.

If delivery is postponed past the time provided for in the contract by the customer's wish, warehousing charges to the amount of 0.5 % of the invoice amount for each commenced month, albeit no more than a total of 5 %, can be charged to the customer, starting with a period of 10 working days after notification of readiness for dispatch at the earliest.

In the event of collecting goods at our warehouses we will inform the customer about the pick-up date and time in writing. Any delay shall be notified without delay in order to request a different pick-up date.

If the pick-up is postponed twice by the customer or any agent instructed by the customer warehousing charges to the amount of 0.5 % of the invoice amount for each commenced month, albeit no more than a total of 5 %, can be charged to the customer, starting with a period of 10 working days after notification of readiness for pick-up at the earliest.

### **10. Call orders**

If a call order is placed with us and no specific written agreements are made about the call dates, the customer shall be obliged to notify us of the individual call dates such that there are at least 14 working days between receipt of the call notification by us and dispatch and 90 days after our order confirmation for the last delivery.

### **11. Dimension and weight statements**

All statements of diameters, weights, technical design, manufacture and scope of the goods to be supplied by us shall be subject to deviation within the admissible tolerances customary in the trade. Over and above this, we reserve the right to amendments serving technical improvement at all times. Colour deviations and/or deviations in the external properties of the goods to be supplied by us, which however have no effect on their quality and technical efficacy, shall not substantiate any claims to warranty for the customer.

### **12. Passage and bearing of risks**

Risk in the sense of §§ 446, 447 German Civil Code shall pass to the customer as soon as the goods have been handed to the person implementing the transport.

If the goods ordered are provided by us ready for dispatch and/or if dispatch and/or the call is/are delayed for reasons for which we are not answerable, the risk shall pass to the customer upon receipt of the notification of readiness for dispatch. Returns to us not confirmed by us in writing beforehand shall be at the customer's sole risk.



### **13. Liability for defects**

Any claims of the customer from liability for defects shall presuppose that it examines the goods sent to it for their correct properties without delay, i.e. as a rule immediately upon delivery (still in the transporter's presence), and notifies us in writing of visible defects immediately after receipt of the goods and hidden defects immediately after they have been established.

To the extent that a not only inconsiderable defect in the object of purchase notified in good time exists, we shall at our choice be entitled to remedying the defect or to replacement delivery.

Of the expenditure for subsequent performance, we shall bear the costs of work and material to the extent that they are necessary and not disproportionate; we shall not bear other costs, in particular costs of dismantling and examination. Bearing of costs has been ruled out to the extent that additional costs originate from transportation of the goods to a place other than the place of performance.

If we are not willing or not in a position to remedy the defect/make replacement delivery or if it is delayed over and above suitable periods for reasons for which we are answerable or fails for any other reason, the customer shall at its choice be entitled to withdraw from the contract or to demand a matching reduction of the purchase price.

Further-reaching claims of the customer, whatever the legal reason, have been ruled out or limited according to the more detailed regulations in the following Section 13. The barring periods for claims from liability for defects shall be based on the statutory directives.

### **14. Damages | overall liability**

We shall only be liable without limitation for malice aforethought and gross negligence as well as for damage from an injury to life, limb or health to be ascribed at least to negligent breaches of duties on our part or by our statutory representatives or vicarious agents; likewise, we shall be liable without limitation in the event of guarantees and assurances taken on by us to the extent that a defect covered thereby triggers our liability, and also in the event of liability according to the Product Liability Act or other situations of strict liability.

In the event of other culpable breaches of essential contractual duties ("cardinal duties"), our remaining liability shall be limited to the foreseeable damage typical for the contract.

Apart from this, liability – whatever the legal reason (including tort) – has been ruled out.

### **15. Cable drums**

For the supply of cable and rope drums (drums), our Faber cable drum terms and conditions shall apply and, as a supplement – for cable and rope drums supplied by KTG ("KTG drums") – the "Terms and Conditions for Provision of Cable and Rope Drums" of KTG. Reference is made to the matching rules.

### **16. Miscellaneous**

The law of the Federal Republic of Germany shall apply exclusively, ruling out the CISG.

At our choice, the place of jurisdiction shall be Saarbrücken or the court responsible for the customer's registered office, to the extent that the customer is a merchant, a public-law entity or a public-law fund or does not have a general place of jurisdiction within Germany. With the publication of the present T & C in the internet, all terms and conditions previously used by us shall become obsolete.