

**TERMS AND CONDITIONS OF SALE, DELIVERY AND  
PAYMENT OF MURRPLASTIK SYSTEMTECHNIK GMBH  
AS AT:12/2022**

**A. General**

1. We deliver and provide our services solely on the basis of our undermentioned terms and conditions of sale, payment and delivery, even in the absence of a further subsequent express reference thereto in the event of ongoing business relations. Amendments to these terms and conditions, in particular deviating terms and conditions of the Customer, are hereby rejected. Silence on our part with regard to deviating terms and conditions of business shall not be deemed consent, even where we deliver without reservation. The Customer's acceptance of our delivery constitutes its agreement to the exclusive application of our terms and conditions of sale, payment and delivery.
2. The terms and conditions of sale, delivery, and payment shall only apply where the Customer is an entrepreneur (§ 14 of the German Civil Code), a legal entity under public law or a special fund under public law. Statutory provisions shall apply with respect to consumers.
3. All our offers are subject to change. Orders shall only be deemed accepted if we have confirmed them in writing in text form (§126b of the German Civil Code).
4. Unless otherwise agreed, we can accept orders with a two-week lead time.
5. All agreements made for the execution of the contract shall be set out in writing.
6. Where we make available to the Customer a computer program or an update thereto alone or in conjunction with a device supplied by us, our Terms and Conditions for the Provision of Software shall apply in addition in the version valid at the time of provision.

**B. Scope of delivery and services**

1. Technical changes to our order confirmation or the contract are permissible where this is necessary to achieve the purpose of the contract due to statutory provisions, official requirements or according to the state of the art or where

this does not affect warranted characteristics or impair the delivery item's suitability for the contractually stipulated use. In this respect, the documents such as illustrations and drawings, size, weight, consumption and performance specifications as well as chemical and physical data provided to the Customer are also only approximately authoritative.

2. Special cables/conduits will be delivered within the scope of manufacturing lengths dependent on production technology.
3. It should be noted that where the delivery item is delivered on cable drums, these are only provided on loan. The cable drums remain the property of KTG Köln Kabeltrommel GmbH & Co. KG in Cologne.

### **C. Prices and payment**

1. Unless otherwise agreed in individual cases, our prices current at the time of the contract's conclusion shall apply, excluding packaging, and ex works. The agreed prices shall be increased by value added tax at the respective statutory rate.
2. The prices for materials with copper content include a copper basis of €150/100 kg of copper. The basis for calculating the selling price is the published DEL exchange quotation for copper on the day preceding the offer date plus 1% for metal procurement costs. The selling price increases or decreases by the difference between the copper basis and the DEL quotation. The prices for materials with brass content include a brass base (quoted metal price for MS 58) of €150/100 kg. Where the daily quotation on the day preceding the offer date deviates from this price by €12.50 or a multiple of this amount, the brass basis shall be increased or reduced by 5% for each €12.50 or part thereof. Where other metals are used (e.g. aluminum), billing can be carried out in line with the copper price treatment.
3. For cables and conduits, a surcharge of 20% per type and diameter will be added for orders of less than 50 m. The minimum order surcharge is 10% for lengths of 50 to less than 100m.
4. The minimum order value is EUR 250.00 net. If the order value is less than this, the Seller shall charge a minimum quantity surcharge of EUR 100.00 plus VAT at the applicable rate.

5. Payment must be made within 14 days of the invoice date strictly net without deduction of any discount and by direct credit into our bank account known to the Customer.
6. The Customer is not entitled to assert a right of retention against our claims or to offset them except where the counterclaims are undisputed or have been legally established.

#### **D. Delivery time**

1. Compliance with the times for deliveries or services (delivery times, i.e. delivery dates and periods) assumes the fulfillment of the Customer's contractual duties and obligations. Consequently, delivery periods shall only commence upon the Customer's receipt of our order confirmation, but not prior to the Customer's provision of the documents, information, approvals, etc. to be secured and also not prior to the receipt of an agreed advance payment, guarantee, etc. In these cases, delivery dates shall be postponed accordingly. Changes or extensions to the original scope of delivery or performance agreed after the contract's conclusion shall extend or postpone the original delivery periods or dates appropriately. The delivery period shall be deemed complied with where the delivery item has left the factory or notification of readiness for dispatch has been transmitted by the time the delivery period expires. Partial deliveries are permissible.
2. Delivery and service disruptions due to force majeure (e.g. riots and civil commotion, war (declared or undeclared), piracy, terrorist threats, acts of sabotage, fires, floods, earthquakes and natural disasters, outbreaks of infectious disease (including epidemics and pandemics) or as a result of industrial disputes, government intervention, operational disruptions, material procurement or energy supply difficulties or other unforeseeable, extraordinary and non-culpable circumstances, in each case irrespective of whether these circumstances occur in our company or at our sub-suppliers, will extend the delivery time by the duration of the impediment. This does not include cases in which we have assumed our deadline obligation despite the foreseeability of these circumstances or have not taken possible and reasonable measures to prevent or avert the impediment to service provision or in which the impediment itself is our fault. In accordance with the aforementioned provisions, the aforementioned circumstances are also not imputable to us where they arise during an already existing delay. We are required to immediately inform the Customer of the occurrence and the expected duration of such disruptions. Where the contract's fulfillment becomes impossible or no longer economically reasonable for us as a result of these circumstances, we may wholly or partly withdraw from the contract. The

same applies where these circumstances result in our inability to determine when we will be able to fulfill the contract. The Customer shall not be entitled to claims for compensation due to such a withdrawal. Should we wish to exercise the right of withdrawal, we shall inform the Customer immediately after becoming aware of the consequences of the event, even where a delivery period extension or a delivery date postponement had been initially agreed with the Customer.

3. The Customer shall be entitled to compensation where it sustains losses due to a delay imputable to us. The amount of compensation shall be limited to 0.75% for each week of delay or part thereof, up to a maximum of 7.5% of the order value. This shall not affect our liability pursuant to Clause H of these Terms and Conditions of Sale, Payment and Delivery.
4. Where dispatch is delayed at the Customer's request, it shall be charged the storage-related costs, commencing one month after notification of readiness for dispatch, but in the case of storage in our works at least 0.5% of the invoice amount (in the case of partial deliveries of the pro rata invoice amount) for each month. We are also entitled to otherwise dispose of the delivery item following the expiry of a reasonable period of grace with no result and to give the Customer a reasonably extended deadline.

## **E. Export**

The validity and the fulfilment of any contract are subject to the provision that there are no restrictions by any national or international regulations, particularly export control regulations and embargoes or any other restrictions. The contract partners shall obligate themselves to provide all information and documentation needed to check the legality of shipment. Delays caused by export checks or licensing procedures shall invalidate any lead times or deadlines stipulated. If any required licenses for certain items cannot be obtained within a period of 6 months after the delivery date or if the customer does not provide us with the documents or information required for this purpose after setting a reasonable deadline, we shall be entitled to withdraw from the contract with regard to the affected parts. Claims for damages and above mentioned transgression of deadlines shall be excluded. In the event of export or shipment of the goods by the customer, the customer undertakes to comply with all German and European regulations as well as all other applicable national or international regula-

tions on export control as well as embargoes and other sanctions. The aforementioned provisions shall be without prejudice to the termination of the contract for reasons other than those described above.

In particular, the customer is obliged to immediately provide all information required for export, import or intra-community shipment (e.g. end user, final destination and intended use), documents, approvals and certificates which may be required for the fulfilment of Murrplastik Systemtechnik GmbH obligations.

## **F. Retention of title**

1. Delivery items shall remain our property (item subject to retention of title) until full payment of all claims arising from the business relationship with the Customer.
2. Until the transfer of title, the Customer shall insure the goods subject to retention of title against loss, breakage, fire, water and other damage. The Customer hereby assigns to us all rights arising from the insurance contracts in this respect and its claims against their insurers. We hereby accept the assignment.
3. The Customer may neither pledge the goods subject to retention of title nor assign them as security. The Customer shall notify us immediately in the event of seizure, confiscation or other dispositions. Where the Customer conducts itself in breach of the contract, in particular in the event of a default in payment, we shall be entitled to recover the item subject to retention of title. This shall also apply where the Customer is over-indebted or has suspended payments, an insolvency petition is filed against its assets or there is any other significant deterioration in its financial circumstances. Our assertion of the retention of title as well as our seizure of the goods subject to retention of title shall not be deemed a withdrawal from the contract.
4. The Customer is entitled to resell the goods subject to retention of title in the ordinary course of business under its normal conditions. In the event of resale, the Customer hereby assigns to us its receivables from resale up to the amount of our invoice value (including VAT). We hereby accept the assignment. The Customer is authorized to collect these receivables even after the assignment. The right to resell and the authorization to collect receivables shall lapse where the Customer is over-indebted or has suspended payments, or an insolvency petition has been filed against its assets or there is any other significant deterioration in its financial circumstances. In this event, we may also exercise our unaffected right to collect the assigned receivables ourselves and demand that

the Customer inform its debtors of the assignment. Notwithstanding the foregoing, we may demand at any time that the Customer discloses to us the assigned receivables and their debtors, provides all information necessary for collection and hands over the relevant documents.

5. The Customer's processing or transformation of the items subject to retention of title shall always be undertaken for us. Where the items subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new items in the ratio of the value of our goods (purchase price plus VAT) to the other processed goods at the time of processing. In all other respects, the same shall apply to the item created by processing as to other items subject to retention of title (see above).
6. Where the item subject to retention of title is combined with other items not belonging to us in such a way that it becomes an integral part of a uniform item, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title to the other combined items at the time of combination. Where the combination is carried out in such a way that the Customer's item is to be regarded as the main item, the Customer's transfer of proportional co-ownership to us shall be deemed agreed. The Customer shall hold the co-ownership thus created for us. The provisions on combination shall apply accordingly in the event of mixing or commingling. For the rest, the same shall apply to the new items created by mixing, commingling or combining as to other items subject to retention of title (see above).
7. We undertake to release the security to which we are entitled where their value exceeds the claims to be secured by more than 20%.

#### **G. Defects**

1. The Customer must carefully inspect the delivery item immediately after delivery and notify us in writing of any defects immediately after they become apparent.
2. In the event of defective delivery or performance, the Customer shall be entitled, at our discretion, to remedy of the defect or delivery of a defect-free item/production of a new item (subsequent performance). Where we refuse subsequent performance, if it is unsuccessful, where it is unreasonable for the Customer or where it is not carried out within a reasonable period determined by the Customer, the Customer may, at its option, demand a reduction or withdraw from the contract or - in the case of a contract for work and services - remedy the

defect itself at our expense in accordance with § 637 German Civil Code. Withdrawal is excluded if the defect is insignificant. Self-help is excluded where we have justifiably refused subsequent performance. Otherwise, we shall only be liable in accordance with Clause H of these Terms and Conditions of Sale, Payment and Delivery.

3. We must expressly assume a guarantee within the meaning of § 443 German Civil Code for the quality of the delivery item or the work to be created by us. In particular, such a guarantee is not constituted by the mere mention of such characteristics, as is the case, for example, with suitability, weight, consumption and performance data or chemical and physical data. The same applies to the mere statement "guaranteed".
4. Our (express or conclusive) statements regarding the suitability of the delivery item or the work to be created by us for a specific use are made to the best of our knowledge. Where these are based on information provided by the Customer, such statements must be complete and accurate. Our data shall not exempt the Customer from carrying out its own tests and trials to determine suitability. Unless otherwise agreed, the Customer alone is responsible for the suitability of the delivery item or the work to be created by us for a specific use as well as for its installation. In any case, we can only guarantee suitability for a contractually assumed use within the limits of the agreed quality. Furthermore, specifications regarding suitability, weight, consumption, performance or chemical or physical specifications will not be complied with absolutely in principle, but only within the limits of the parameters known to the contracting parties.
5. Claims for defects shall be excluded in particular in the following cases: faulty assembly by the Customer or third parties, natural wear and tear inappropriate or improper use, modifications without our consent, faulty or negligent handling - in particular faulty repairs by the Customer or third parties, excessive stress or poor maintenance -, inappropriate operating materials or replacement materials, chemical, electrochemical, mechanical or electrical influences, where they are not foreseeable under the contract. Where the scope of delivery or service is changed at the Customer's request following the contract's conclusion and the quality or suitability of the delivery item or the work to be produced by us is thereby impaired within the meaning of Sections 434, 633 of the German Civil Code, claims for defects by the Customer shall be excluded to the extent that the impairments are attributable to the Customer's requests for changes.
6. The Customer's claims for defects are subject to a prescription period of one year. Sentence 1 shall not apply in the case of a building and a work whose

achievement consists of the provision of planning or supervisory services for it, or where the delivery item has been used for a building in accordance with its customary use and has caused its defectiveness. Claims for defects in this respect shall lapse within the statutory period. Sentence 1 shall also not apply to claims for defects due to losses resulting from death, physical injury or sickness based on an intentional or negligent breach of duty or due to other losses based on an intentional or grossly negligent breach of duty. Such claims for defects shall also lapse within the statutory period.

7. We may refuse subsequent performance as long as the Customer is in default of its obligations.
8. The Customer's right of recourse against the Seller under Section 445a of the German Civil Code shall exist only to the extent that the Customer has not entered into any agreements with its customer which go beyond the statutory warranty claims.

## **H. Liability**

1. Claims for compensation by the Customer on the grounds of all breaches of duty arising from the contractual obligation and from unlawful acts are excluded - in particular with regard to consequential damages (including loss of profit). The same applies to claims for reimbursement of expenses under § 284 of the German Civil Code.
2. Our liability for losses arising from death, physical injury or illness, for claims under the Product Liability Act, for guarantees (except for consequential losses caused by a defect outside the guarantee), for intent and for all foreseeable damage with respect to which gross negligence can be imputed to us shall remain unaffected. We shall be liable for foreseeable damage to property as a result of ordinary negligence to the extent that we are able to obtain cover under our existing liability insurance.
3. We shall also be liable for culpable breach of essential contractual obligations within the meaning of Section 307 (2)(2) of the German Civil Code in the event of simple negligence, but only for foreseeable damage and only up to €500,000.

## **I. Contractual documents, industrial property rights**

We reserve ownership and copyright with regard to all contractual documents such as drafts, drawings, calculations and cost estimates. They may not be reproduced or



made available to third parties without our consent. We are exclusively entitled to any rights to patents, utility models, etc., even where applications for these have not yet been filed. Reproduction of our products is only permitted with our written consent.

## **J. Data protection**

We undertake to process personal data in accordance with the General Data Protection Regulation and the applicable Federal Data Protection Act, to treat it confidentially and not to process this data outside the purpose of the respective contract, nor to disclose it to third parties. Further information on data protection at Murrplastik can be found on our homepage.

## **K. Place of performance, place of jurisdiction and applicable law**

1. The exclusive place of performance for both contracting parties is our registered office at 71570 Oppenweiler. Where our customers are merchants or have no general place of jurisdiction in the Federal Republic of Germany, it is exclusively agreed that the place of jurisdiction shall be the state courts with jurisdiction over our registered office at 71570 Oppenweiler. However, we are also entitled to assert claims at any other statutory place of jurisdiction.
2. The legal relationships with our customers are exclusively subject to the substantive law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

## **L. Burden of proof, Amendments, Severability clause**

1. Existing rules on the burden of proof in the Customer's favor shall not be affected by these terms and conditions of sale, payment and delivery.
2. Amendments to these terms and conditions of sale, payment and delivery or other contractual agreements must be recorded in writing.
3. Where individual portions of these terms and conditions of sale, payment and delivery become invalid by law or individual or special contractual agreements, the validity of the remaining provisions shall not be affected thereby.