

1. Prices

Our prices are calculated on a copper price basis according to the price table of € 150,00 or € 100,00 per 100 kg of copper or as hollow prices. The prices do not include the required value-added tax, which is noted separately in the invoice.

The prices in the offer are subject to change without notice and non-binding for subsequent orders.

The order confirmation contains the binding price. The metal calculation shall be made according to Number 3.

A minimum net value of goods of € 125,00 is required for an order.

2. Price Quotation

The price quotation includes ring packaging. A deposit will be invoiced for crates and similar containers. Crates and similar containers must be returned to Felgentreu free of freight charges. If the containers are returned immediately in good condition and free of freight charges, the amount of $\frac{2}{3}$ of the deposit will be credited to the customer's account.

Cable drums shall be lent under the terms and conditions usual in the cable business by the KTG Köln, Kabeltrommel GmbH & Co. KG, Post Office Box 80 05 60, D-51005 Cologne, whose terms and conditions shall be recognized and accepted by the orderer. If the orderer is not familiar with these terms and conditions, he may request a copy at no charge from the KTG.

The prices apply ex works. For orders for cable with a net value of €500,00 or more and for orders for spiral and ready-made wiring with a net value of € 1250,- or more per delivery, delivery is freight-free to the train station at the point of use within the Federal Republic of Germany or free to the German border. If special delivery and express shipment is requested, the difference between these types of shipment and normal freight will be charged to the orderer.

3. Metal Notation find Calculation

The price quotation for the basic copper value is determined by the notation of the NE-Metallverarbeiter (DEL-Notiz) for electrolyte wire bars as published daily, plus any delivery costs. The notation on the day of the order confirmation shall be used. If this deviates from the price basis per 100 kg of copper, the prices per 1000 meters shall be increased or reduced by the amount resulting from the multiplication of the copper figure for each 1000 meters and the amount of deviation from the copper basis. Extra charges and reductions for copper are in all cases net figures.

4. Additional Delivery/Short Shipments/Short Lengths

The manufacturer has the right to make additional deliveries or short shipments of up to 10 % of the ordered amount and/or to deliver short lengths if agreements to the contrary have not been expressly made. Partial deliveries are permissible.

5. Fixed Lengths

Extra charges for fixed lengths for cable and wiring: We deliver in rings of 50 meters or 100 meters (telephone cable 250 meters) or production lengths on drums or remant lengths. The following extra charges will be made for fixed lengths:

Under 100 meters: + 20 %, € 10,00 net minimum;
Over 100 meters: + 10 %, € 10,00 net minimum.

6. Payment

All invoices are payable within 30 days net. If payment is made within two weeks of the date of invoice, a discount of 2 % will be granted.

The supplier reserves the right to require advance or immediate payment in individual cases.

The set-off of counterclaims of the orderer is not permissible unless an undisputed or a ripe for judgement or a legally determined claim is set off.

The orderer shall have a right of retention under the same conditions only with a due claim which is based on the same contractual relationship.

Bank drafts shall be accepted as payment only on the basis of express agreement. Bank drafts or checks shall be credited less expenses and subject to collection at the value on the day on which the supplier has the sum at his disposal.

If the agreed deadlines for payment are not met, all claims on the customer, including those not yet due, from the current business relationship, independent of the period to maturity of any bank drafts accepted and credited, shall become due immediately. All claims of the supplier shall also become due immediately in the event of stoppage of payment or of application for settlement or for a moratorium. Interest after due date usual in the trade shall be charged; the assertion of further rights is reserved. Furthermore, the supplier shall, after elapse of a reasonable period of grace, be entitled to charge interest for delay of payment in the amount of 4 % over the discount rate of the Bundesbank, to repudiate the contract, or to demand damage compensation for non-performance. In addition, the supplier may forbid the further sale and subsequent processing of goods delivered under reservation of ownership and demand the return of the goods or the assignment of indirect possession thereof at the cost of the orderer as well as revoke the authorization to collection according to Number 7, Paragraph 5.

7. Reservation of Ownership

All delivered goods remain the property (conditional goods) of the supplier until full payment of all claims arising for the supplier from the business relationship, including in particular a claim for payment of balance, even if payment has been made for specifically noted claims.

Processing and subsequent processing of the conditional goods shall occur for the supplier as manufacturer according to § 940 BGB (German Civil Code) without obligation for the supplier. The processed goods shall be considered conditional goods according to these terms and conditions. If the orderer processes the conditional goods with other goods which do not belong to the supplier, the supplier shall have the right of co-ownership in the new object in the ratio of the invoice value of the conditional goods to the invoice value of the other goods used. If the conditional goods of the supplier are mixed or bound with other objects or goods and ownership of the conditional goods of the supplier lapses according to §§ 947, 948 BGB, the orderer assigns here and now to the supplier the rights of ownership or co-ownership of the mixed stock or the single object to which the former is entitled in the amount of the invoice value of the conditional goods and shall store them at no charge for the supplier. The resultant new stocks or the new object shall be considered conditional goods according to these terms and conditions.

The orderer may sell the conditional goods only within normal business trade and only as long as he is not in default of payment. He is entitled and authorized to sell the conditional goods subject to the proviso that the claims from the subsequent processing are assigned to the supplier. The orderer is not authorized to dispose of the conditional goods in any other way. The claims of the orderer from the subsequent processing of the conditional goods are here and now assigned to the supplier in advance, regardless of whether the conditional goods are sold without or after subsequent processing, mixing, or binding or whether they are sold to one or to several customers. These claims serve as security for the supplier to the same value as the conditional goods. If the conditional goods are sold by the orderer together with other goods not belonging to the supplier, the claim from the further sale shall be assigned to the supplier in the same amount as the invoice value of the conditional goods sold in each case. In the case of sale of goods in which the supplier has obtained partial co-ownership according to the terms and conditions above, the claim shall be assigned only in the amount of the share of co-ownership of the supplier in the object sold or the mixed stock sold. If the conditional goods are used by the orderer for performance of a contract for work or of a contract for work, labor and materials, the claim from the contract for work or from the contract for work labor and materials shall be assigned in advance to the supplier to the same extent as in the above paragraphs.

The orderer is authorized to collect the assigned claims as long as he observes his obligation to pay the supplier in accordance with the contract.

The orderer is not authorized to assign the claims – including the sale of claims to factoring banks – without the written permission of the supplier. At the request of the supplier, the orderer is obligated to inform his customers of the assignment to the supplier and to give the supplier the information and documents necessary for collection.

Terms and Conditions of Delivery

The logo for bekon kabel, featuring the word "bekon" in a bold, lowercase sans-serif font above the word "kabel" in a similar font, both enclosed within a dark circular background.

The orderer shall inform the supplier without delay of any seizure by third parties of the conditional goods or the assigned claims.

The orderer shall transfer to the supplier any amounts the former has collected in consideration of the assignment to the supplier immediately if the latter's claim are due. Even if the orderer does not fulfill this obligation, the supplier is entitled to the collected sums, and these are to be booked separately.

If the value of the securities existing for the supplier exceeds the amount of his claims by more than 20 %, the supplier shall be obligated at the request of the orderer or of a third party adversely affected by the excess securities of the supplier to release the excess securities. The selection of the securities to be released shall be at the discretion of the supplier.

8. Delivery Period

The delivery period agreed in the order confirmation shall run from the day of the complete clarification of the order. An order has been clarified when the supplier is able to give binding confirmation of same, including delivery time and other essential circumstances.

If the supplier is prevented from fulfilling his obligation by unforeseen circumstances which could not be prevented in spite of due care – e. g., operating trouble, delay in the delivery of important raw materials, strike, lockout, and similar events, regardless of whether they occur in the suppliers works or in the works of his suppliers – the delivery period shall be extended by a reasonable length of time. If the delivery or performance becomes unreasonable or impossible due to the above-mentioned circumstances, the supplier shall be released from the obligation to deliver. If the delay in delivery lasts longer than two months, the orderer is entitled to repudiate the contract. If the delivery period is extended or if the supplier is released from the obligation to deliver, the orderer cannot base a claim for damage compensation on this circumstance. The supplier can plead the above-mentioned circumstances only if he informs the orderer without delay.

Notification of readiness for shipping (i. e., readiness for loading) shall be regarded as the equivalent of delivery.

9. Passing of Risk

Every risk passes to the orderer when the shipment (goods and packaging) leaves the works or has been reported as ready for shipment or for pickup, even if the place of shipment is not the place of performance.

10. Warranty

The delivered goods shall satisfy the regulations of the Verband Deutscher Elektrotechniker (VDE) [Association of German Electrical Technicians], provided that other terms and conditions were not expressly agreed at the time of the acceptance of the order.

The orderer shall inspect the delivered goods immediately upon arrival for missing quantities and obvious defects. These must be reported by letter together with the order number and bill of delivery number within ten days after arrival of the goods; in the event this condition is not met, no rights or claims can be based on the defects.

In the event that the wiring is to be tested, the test must take place before the wiring is laid and at the latest within one month after delivery. The test shall determine whether the construction meets the relevant regulations of the VDE or the specific agreements for the order and whether the wiring and the insulation correspond to the requirements in the regulations or agreements mentioned above. Voltage tests are to be conducted by spot checks. The costs of the test shall be borne by the supplier if the goods prove to be defective; otherwise, the costs shall be borne by the orderer.

The customer shall at all time bear costs resulting from an untested subsequent processing.

If important obvious defects are determined or if a test as described above proves that wiring does not correspond to the agreed construction requirements, a substitute will be delivered at no charge within a reasonable time or, after the goods about which a complaint has been lodged have been returned and tested, the customer's account will be credited with the amount. In the event that a substitute delivery is impossible, the orderer has the right to repudiate the contract.

We give suggestions for application to the best of our knowledge. They are, however, non-binding and do not free the purchaser from making his own experiments and tests. We cannot give a guarantee for the suitability of our products for the application intended by the purchaser.

11. Liability

Damage compensation claims from delay, impossibility of performance, breach of contract, culpa in contrahendo, and actions in tort are excluded unless the damage was caused by intentional or grossly negligent actions of the supplier.

The limitation of liability applies to the same extent for vicarious agents of the supplier and for persons employed by the supplier in performing the obligation.

12. Measurement and Weight Specifications/Deviations in Construction

All specifications concerning diameter and weight of the cable are non-binding and shall be regarded as approximate unless other express agreements have been reached.

Nonessential deviations in the construction of the wiring due to manufacturing processes or quality of raw materials shall not affect the rights of nor give cause for compensation claims against the supplier/manufacturer.

13. Return

Returned goods will be accepted only after prior express agreement.

14. Place of Performance/Place of Jurisdiction

Place of performance and place of jurisdiction is Luckenwalde/Potsdam, Germany.

15. Validity

If the terms and conditions given above do not contain a specific regulation the General Terms and Conditions for Delivery of Products and Performances of the Electrical Industry shall apply. If the orderer is not familiar with these terms and conditions, he may request a copy of them from us at no charge.

Deviating terms and conditions of business of the orderer are expressly excluded.

16. Proper Law

Applicable law for all contracts is German law.

Heinz Konsolke e.K.
Amtsgericht Potsdam HRA 6534P