

Version: January 2023

HEW-KABEL GmbH

- General Terms and Conditions of Sale -

I. Validity of the General Terms and Conditions of Delivery and Payment

1. These General Terms and Conditions of Sale (hereinafter referred to as “**Terms**”) shall apply in the business transactions of HEW-KABEL GmbH (hereinafter also referred to as “**We**”, “**Our**”, etc.) with entrepreneurs within the meaning of Sec. 14 of the German Civil Code [*Bürgerliches Gesetzbuch* – “**BGB**”], legal entities under public law or special funds under public law (hereinafter collectively referred to as “**Customer**”) both for the current contract and as a framework agreement for all future contracts of the same type with Our Customers. All deliveries and services, including proposals, advice and other ancillary services (hereinafter also referred to collectively as “**Deliveries**”) shall be made on the basis of these Terms.
2. Our Terms shall apply exclusively; any terms and conditions of the Customer that conflict with or deviate from these Terms or from statutory provisions shall not apply unless We have expressly agreed to their validity in writing. This shall also apply if We have not expressly objected to them or if We have carried out Deliveries without reservation or accepted payments without reservation.

II. Conclusion of Contract

1. Our pre-contractual communications (in particular contract offers, descriptions and cost estimates) are always subject to change and non-binding, unless We expressly designate them as binding. Unless otherwise agreed, they refer to customary quality. Agreements shall only become binding upon Our written order confirmation.
2. The written form requirement shall be deemed to have been complied with if the declaration of acceptance is made by electronic data transmission (e.g. EDI), by ERP document, by e-mail as a PDF document or by fax. This written form requirement does not affect any oral agreements concluded after the conclusion of the contract. We shall also remain entitled to constitute the conclusion of a contract by executing Deliveries without reservation or by invoicing Deliveries in whole or in part.
3. We can accept a contract offer from the Customer within two (2) weeks of its submission. Orders are irrevocable until the expiry of this period. Our silence in response to such an offer does not justify any reliance on a contract conclusion. The same applies to Our silence in response to a commercial letter of confirmation [*kaufmännisches Bestätigungsschreiben*]. If Our order confirmation is received by the Customer late, the Customer shall inform Us thereof without delay.
4. If a letter of confirmation from the Customer deviates from or extends or limits Our offer or Our order confirmation, the Customer shall specifically highlight the changes as such.

III. Content of the Contract

1. All Our delivery obligations arising from the business relationship with the Customer are subject to proper and timely delivery to Us by Our suppliers.
2. Unless otherwise agreed, we do not assume any procurement risk or guarantee for Our Deliveries. The latter also applies to technical information, recommendations and advice. Our information on the object of the delivery or service (e.g. data, weight and dimension specifications and other properties of the Deliveries), which are provided in plans and/or

technical documents by Us or the Customer, are only approximately authoritative, unless expressly designated in writing as binding and unless usability for the contractually agreed purpose requires exact conformity.

3. Partial, excess, or short deliveries are permissible insofar as they are reasonable for the Customer taking into account customary tolerances. Deviations of up to 10% in length, number and/or weight of Our deliveries, in particular cables, are customary in the industry.
4. We reserve the right to make technical changes in the execution of the order insofar as these are relevant in the interest of the performance of the products to be delivered and do not deviate from the specifications expressly agreed with the Customers and are insignificant and reasonable for the Customer, even taking into account any agreed purpose of use.
5. The rights and claims of the Customer arising from contracts concluded with Us are only transferable with Our prior written consent.
6. Unless expressly agreed otherwise, We retain ownership and all Our rights to all documents (in particular plans, brochures, catalogues, price lists, illustrations, drawings and calculations, technical documents) which We have made available to the Customer. Unless otherwise agreed in writing, We retain the copyright to all documents.
7. The documents pursuant to Section III.6. may neither be reproduced nor made accessible to third parties without Our written consent. Should the Customer culpably violate this, We may demand liquidated damages in the amount of 5% of the relevant net contract value of the underlying contract. In the event of particularly high damages, such as the disclosure of business secrets to third parties, the possibility of claiming higher damages shall remain unaffected. The Customer shall be permitted to prove that We have incurred no damage or significantly less damage than this lump sum.
8. The Customer shall ensure that Our product information (in particular instructions for use, maintenance and care), which We have provided to the Customer, is made available to the respective other purchasers of Our Deliveries (in particular end users). We shall make the documents required for this purpose available to the Customer on written request, unless they have already been supplied.
9. If Our Deliveries were manufactured using know-how, inventions, patents, copyrights or other industrial property rights of which We are the owner or authorized user, the Customer shall only be granted rights of use thereto to the extent necessary to achieve the purpose of the contract. All other rights of use and exploitation (in particular patent rights and copyrights) shall remain with Us.
10. Samples made at the request of the Customer will be charged separately. We are not obliged to take them back.

IV. Prices

1. Unless expressly agreed otherwise, the prices are quoted in EURO ex works or ex warehouse (EXW in the sense of the Incoterms), excluding packaging, which shall be charged separately and shall not be taken back except in the cases specified in Section IX.3, and excluding freight, release, insurance and other ancillary costs, as well as plus the statutory value added tax applicable at the time.
2. The prices stated in the offer and order confirmation are based on raw material prices, wages, taxes, social security contributions and freight costs (hereinafter "**Cost Factors**") valid at the time of conclusion of the contract. These Cost Factors have a direct influence on the selling price of Our Deliveries. If there are more than three (3) months between the conclusion of the contract and the agreed delivery date and if Cost Factors increase by more than 5% in total during this period, We may increase the selling prices of Our Deliveries accordingly.

3. We shall be entitled to invoice the Customer for all ancillary charges, public levies and any additional taxes, customs duties, freight charges or their increases and surcharges, including those incurred by upstream suppliers.
4. The prices shown in Our offers are calculated on the basis of the quotation of the London Metal Exchange (*LME quotation*) for copper and silver at the time of submission of the offer. These offer prices are non-binding insofar as the final price for copper is calculated on the basis of the daily updated "*LME quotation for copper*" plus 3% procurement costs on the day of the clarified order intake or for silver on the basis of "*fine silver processed* (in EUR/kg)" plus 15% procurement costs on the day of the clarified order intake. The price thus calculated shall be the contractually agreed price.

V. Terms of Payment

1. Notwithstanding any other agreement, invoices are payable without deduction within thirty (30) days of the invoice date. Bank charges and expenses shall be borne by the Customer. Payments shall be made in such a way that We have unrestricted access to the amount on the due date. The timeliness of payments shall be determined by the date of receipt of payment by Us.
2. In the event of default in payment, We shall be entitled to charge default interest in the amount of nine (9) percentage points above the respective base interest rate. If the Customer fails to make payment when due, we shall be entitled to charge interest on Our claim for payment from the due date at a rate of five (5) percentage points above the respective base interest rate. Our further claims and rights due to the Customer's default in payment shall remain unaffected.
3. The Customer shall only be entitled to rights of set-off and retention insofar as counterclaims have been legally established or are undisputed or are in a reciprocal relationship to Our claim.
4. Bills of exchange and cheques shall only be accepted by Us with Our prior written consent and only on account of performance, subject to their return at any time and without guarantee for proper protest collection. A further precondition for the acceptance of bills of exchange is their discountability. All costs arising from the discounting, acceptance or encashment of accepted bills of exchange or cheques shall be borne by the Customer.
5. If Our claims arising from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) are jeopardized by a significant deterioration in the creditworthiness of the Customer which becomes apparent after the conclusion of the contract, We shall be entitled to perform outstanding deliveries or services only against advance payment or the provision of appropriate security. If the Customer does not make advance payments or provide adequate security within a reasonable period, We may withdraw from the contract. Our other rights of withdrawal remain unaffected.

VI. Retention of Title

1. All Deliveries (hereinafter referred to as "**Reserved Goods**") shall remain Our property until all claims against the Customer (including the respective balance claims from a current account relationship limited to this delivery relationship) arising from the business relationship have been settled. This also applies to future and conditional claims.
2. The handling and processing of Reserved Goods by the Customer shall always be carried out free of charge for Us as manufacturer within the meaning of Sec. 950 BGB without obligating Us. The processed goods shall be deemed to be Reserved Goods.
3. If the Customer processes, combines, transforms or mixes the Reserved Goods with other goods, We shall be entitled to co-ownership of the new item in the ratio of the market value

of the reserved goods to the market value of the other goods used. If the reserved title expires due to processing, combination, transformation or mixing, the Customer shall already now transfer to Us the property rights or expectant rights to which it is entitled in the new stock or object to the extent of the market value of the Reserved Goods, in the case of processing in the ratio of the market value of the Reserved Goods to the market value of the other goods used, and shall keep them for Us free of charge. The co-ownership rights arising hereunder shall be deemed to be Reserved Goods.

4. The Customer is obliged to cooperate in measures required to protect Our retention of title; in particular, upon conclusion of the contract the Customer authorizes Us, at the Customer's expense, to enter or note the retention of title in public registers and to fulfil all other formalities required under the applicable property law.
5. The Customer is obliged to maintain the Reserved Goods and to insure them in Our favor against theft, breakage, fire, water and other risks at replacement value and to provide Us with evidence of this upon request. The Customer authorizes Us already now to pursue all claims for compensation arising from these insurances. Necessary maintenance and inspection work on the Reserved Goods shall be carried out by the Customer at his own expense and risk.
6. During the existence of the reservation of title, the Customer is prohibited from pledging or transferring ownership by way of security. Disposal of the Reserved Goods is only permitted in the ordinary course of the Customer's business, subject to retention of title. By way of security, the Customer hereby assigns to Us all claims arising from the resale of the Reserved Goods. The Customer is hereby authorized to collect the claim. If the Reserved Goods are sold by the Customer together with other goods not sold by Us, the assignment of the claim from the resale shall only apply to the amount of the resale value of the Reserved Goods sold in each case. If the Customer includes the claim from the resale in a current account relationship with his customer, the recognized balance, which is assigned in the amount of the resale value of the respective Reserved Goods sold, shall take the place of the current account claim after it has been balanced. In the event of the sale of goods in which We have co-ownership shares in accordance with Section VI.3, the assignment of the claim shall apply in the amount of the corresponding resale value of these co-ownership shares.
7. We shall be entitled to revoke the authorization to sell the Reserved Goods and the authorization to collect and to prohibit the processing, transformation, combination and mixing of Reserved Goods - insofar as they have been processed with regard to Our co-ownership shares in accordance with Section VI.3 - if the Customer defaults on payment or disposes of the Reserved Goods the ordinary course of business or if, after the conclusion of the contract, a significant deterioration in the Customer's financial circumstances becomes apparent which jeopardizes a claim on Our part. The revocation of the direct debit authorization shall in any case be deemed to have been effected if an application for the opening of insolvency proceedings against the Customer's assets is filed. In the event of a revocation of the collection authorization, We shall be entitled to demand from the Customer that he immediately gives notice of the transferred claims and names their debtors, provides any information necessary for the assertion of the claims, hands over the relevant documents and informs the debtors of the transfer.
8. The Customer shall notify Us without delay of any seizure, attachment or other interference by third parties which may result in the loss of Our rights to the reserved goods. If we incur judicial or extrajudicial costs as a result of the defense against such seizures or other impairments, which we are not reimbursed by third parties, whether for legal reasons or because they are not economically able to do so, the Customer shall be liable to Us for the resulting loss.

9. Insofar as the value of the security interests to which we are entitled exceeds the amount of the secured claims by more than 10%, We shall release a corresponding part of the security interests at the request of the Customer.
10. In cases in which we are entitled to prohibit the processing, transformation, combination or resale of the Reserved Goods in accordance with Section VI.7, in particular in the event of non-payment of the purchase price due as well as in the event of a breach by the Customer of the obligations in accordance with Section VI.6, We may withdraw from the contract in accordance with the statutory provisions and/or also demand the return of the Reserved Goods on the basis of the retention of title to the exclusion of the Customer's right of retention. The Customer authorizes Us here and now to enter his premises and to take back the Reserved Goods. The demand for return does not at the same time include the declaration of withdrawal from the contract; We are rather entitled to demand only the return of Reserved Goods and to reserve the right of withdrawal. If the Customer does not pay the purchase price due, We may only assert these rights if we have previously set the buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

VII. Delivery Periods, Delivery Dates

1. Delivery shall be "ex works" (EXW within the meaning of Incoterms 2020), unless expressly agreed otherwise.
2. An agreed delivery time (delivery dates or delivery periods) is to be regarded as approximate, unless a fixed period or a fixed date has been expressly promised or agreed. The calculation of the delivery time begins with the date of the conclusion of the contract, however, the commitment to an agreed delivery time requires the binding clarification of all details of the order, including the clarification of all technical questions, the availability of necessary approvals and documents as well as the compliance with the obligations of the Customer incumbent until then.
3. If the Customer fails to fulfil contractual obligations - including cooperation or ancillary obligations - in due time, We shall be entitled to postpone Our delivery periods and dates - without prejudice to Our rights arising from default on the part of the Customer - by the period during which the Customer fails to fulfil its contractual obligations towards Us, plus a reasonable period of time to resume Deliveries in accordance with the needs of Our production process, but not exceeding one (1) week.
4. The agreed delivery times shall be deemed to have been complied with upon Our notification to the Customer that the delivery is ready for collection at the place of delivery, even if the delivery cannot be collected in time through no fault of Our own.
5. At Our request, the Customer must declare within a reasonable period of time whether it will withdraw from the contract due to the delay in delivery or whether it will continue to insist on delivery.
6. In the event of a delay in deliveries or other services, Our liability shall be governed by the statutory provisions subject to the following limitations. The Customer's damage caused by delay is limited to 0.5% of the net price of the Delivery for each full week of delay, up to a maximum of 5% of this net price. This limitation shall not apply in the event of intentional or grossly negligent conduct on Our part.
7. The Customer may only withdraw from the contract due to a delay in delivery in accordance with the statutory provisions insofar as We are responsible for the delay or the Customer cannot reasonably be expected to adhere to the contract due to the delay. Statutory rights of termination remain unaffected by this.
8. A change in the burden of proof is not associated with the above regulations.

VIII. Delivery, Dispatch, Packaging and Transfer of Risk

1. The dispatch and transport of the goods shall be carried out as agreed at the expense of the Customer. Unless otherwise agreed, the transport route, carrier and freight forwarder, means of transport and protection as well as packaging shall be determined by Us. We do not assume any liability for the cheapest or fastest mode of dispatch. Insurance against theft and breakage, transport, fire and water damage as well as other insurable risks will only be taken out by Us at the express written request and expense of the Customer.
2. Goods intended for dispatch shall be packaged by Us in the customary manner. The packaging costs shall be borne by the Customer. Packaging that goes beyond the purpose of transport or other special protection requires an express agreement.
3. Spools and drums which We have invoiced to the Customer shall be taken back by Us within one (1) year of the date of delivery against reimbursement of a reasonable proportion of the price invoiced to the Customer for them, provided that they are in good commercial condition. Insofar as We have not invoiced the Customer for spools and/or drums, these shall remain Our property and the Customer shall be obliged to return them to Us at its own expense within one (1) year of the delivery date at the latest. If the Customer culpably fails to return the goods within the one-year period, We shall be entitled to a flat-rate compensation fee of EUR 200.00 (excl. VAT) per spool and/or drum. The Customer reserves the right to prove that We have not incurred any damage or that the damage is significantly less than this lump sum. In all other cases, packaging, protective and transport aids will not be taken back.
4. If the loading or transport of the goods is delayed for a reason for which the Customer is responsible or if the Customer is in default of acceptance for other reasons, We shall be entitled to store the goods at the Customer's expense and risk at Our reasonable discretion, to take all measures deemed appropriate to preserve the goods and to invoice the goods. The same shall apply if goods notified as ready for dispatch are not called within a reasonable period to be specified by Us, if applicable. The statutory provisions on default of acceptance shall remain unaffected.
5. The risk of accidental loss and accidental deterioration shall pass to the Customer as follows, even in the case of carriage paid delivery, and even if partial deliveries are made:
 - a) in the case of Deliveries without installation or assembly, if they have been brought for dispatch or collected;
 - b) in the case of Deliveries with installation or assembly, on the day of takeover in Our own company or, if agreed, after acceptance;
 - c) for all other services with completion.
6. If dispatch or delivery or installation is delayed as a result of circumstances for which the Customer is responsible or if the Customer is in default of acceptance, the risk shall pass to the Customer at the time at which it would have passed to the Customer if the aforementioned delays had not occurred.
7. For the interpretation of the commercial clauses - shall apply without prejudice to the provision on the transfer of risk pursuant to Section VIII.6 - the Incoterms 2020.

IX. Claims due to Defects

1. The specifications of the Deliveries and services are comprehensively and conclusively agreed between Us and the Customer in the contract. Characteristics of the goods named in advance of the conclusion of the contract do not automatically belong to the agreed quality, but only if they are expressly named in the contract offers and confirmation letters or order confirmations. We ensure that the Deliveries are free of defects at the time of the transfer of risk.

2. If the goods comply with the agreed quality, the goods shall be in conformity with the contract and free of defects even if they do not comply with the objective requirements within the meaning of Section 434 para 3 BGB.
3. The warranty for a specific use or a specific suitability of the delivery and service is only assumed insofar as this is expressly agreed. In all other respects, the risk of suitability and use shall be borne exclusively by the Customer.
4. We shall not be liable for defects caused by natural wear and tear or after the transfer of risk as a result of improper or negligent handling of the goods, excessive stress, unsuitable operating materials, defective assembly or installation or maintenance not carried out by Us, or unsuitable installation ground.
5. Quality characteristics of samples or specimens, analysis data, agreed specifications and any expressly agreed purpose do not constitute objective requirements for Deliveries and do not constitute a warranty unless expressly granted in writing.
6. The Customer must carefully inspect the goods received immediately upon receipt, insofar as this is feasible in the ordinary course of business, and must immediately notify Us in writing of any material defects. Hidden material defects must be reported immediately after their discovery. Otherwise the goods shall be deemed to have been approved.
7. The processing, transformation, combination and sale of rejected deliveries must be stopped or refrained from immediately.
8. In the event of complaints, the Customer shall immediately give Us the opportunity to inspect the delivery complained about. Upon request, the delivery subject to complaint or a sample thereof shall be made available to Us at Our expense. If the Customer asserts warranty claims against Us and if it turns out upon inspection of the delivery concerned that there is no defect, We reserve the right to charge the Customer for any freight and handling costs incurred as well as Our inspection expenses. The lump sum for the inspection of unjustifiably claimed defects amounts to EUR 50.00 (excl. VAT) per hour of inspection expenditure. This shall not apply if the Customer was unable to recognize that there was no defect under the circumstances. We reserve the right to assert claims for any additional damages upon corresponding proof. The Customer reserves the right to prove that Our actual expenditure was significantly lower than the lump sum.
9. In the event of a material defect, We shall first be given the opportunity to remedy the defect within a reasonable period of time. Subsequent performance shall be effected at Our discretion either by replacement delivery or by rectification. In the case of replacement delivery, the goods shall be returned by the Customer at Our discretion, but at Our expense, or disposed of, unless the return and/or disposal is associated with considerable inconvenience for the Customer. Even in the case of seller's recourse, the Customer is obliged, in deviation from § 445a para. 2 BGB, to give Us the opportunity to remedy the defect within the period set by the Customer. The setting of a deadline is only dispensable if the setting of a deadline in accordance with § 445a para. 2 BGB is already dispensable in the relationship between the Customer and its buyer, so that the Customer cannot give Us the opportunity for subsequent performance.
10. If the supplementary performance fails, the Customer is entitled - without prejudice to other rights - to reduce the purchase price or to withdraw from the contract under the statutory conditions.
11. At Our request, the Customer must declare within a reasonable period of time whether it will withdraw from the contract due to a material defect or whether he will continue to insist on delivery.
12. Section XII shall apply to claims for damages and reimbursement of expenses due to a material defect.

X. Industrial Property Rights and Defects of Title

1. Rights or claims of third parties based on industrial or other intellectual property shall only constitute a defect in title insofar as these exist in accordance with the usual national standards, including the EU patent requirements, in the country of Our general place of business (hereinafter "**Property Rights**").
2. A defect due to the infringement of third party Property Rights does not exist insofar as:
 - d) the infringement of an IP right is based on specifications provided by the Customer;
 - e) the infringement of a Property Right is based on the use of the supplies in a manner not foreseeable by Us; or
 - f) the infringement of an Property Right is due to the fact that Deliveries were subsequently modified or used in connection with products or in any other way for which these deliveries were not intended.
3. We shall, at Our discretion, obtain a right of use or modify or replace the affected Deliveries in such a way that the Property Right is not infringed. If this fails, the Customer - without prejudice to other rights - shall be entitled to the statutory rights of withdrawal or reduction.
4. Our obligation to pay damages and reimbursement of expenses is governed by Section XII.
5. The Customer shall immediately notify Us in writing of any claims asserted by a third party, shall not acknowledge an infringement of any rights and shall not impair Our defense options in any other way. If the Customer ceases to use the delivery to mitigate damages or for other reasons, it shall be obliged to point out to the third party that this does not constitute an acknowledgement of an infringement of Property Rights.
6. Claims of the Customer are excluded insofar as the Customer is responsible for the infringement of Property Rights or insofar as the infringement of Property Rights has arisen due to special specifications of the Customer. In such a case, the Customer shall indemnify Us against all claims of third parties based on an infringement of Property Rights which are asserted against Us.

In all other respects, the provisions of Section IX.7. et seq. shall apply accordingly to infringements of Property Rights. In the event of other defects of title, the provisions for material defects pursuant to Section IX.7. et seq. shall also apply accordingly.

XI. Statute of Limitation

1. The limitation period for claims and rights due to a material or legal defect (damages instead of or in addition to performance, claims for reimbursement of expenses, reduction, withdrawal or subsequent performance) is one (1) year. Deviating from this, the statutory limitation period shall apply:
 - a) with regard to all claims and rights of the Customer in the case of § 438 para. 1 no. 1 BGB (rights in rem of third parties entitling to the surrender of the object), § 438 para. 1 no. 2, § 634 a no. 2 (structures and objects; planning and supervision services for a structure), § 445 b BGB (recourse claims in supplier recourse), or in the case of fraudulent concealment of the defect by Us, as well as in the case of claims for damages in addition.
 - b) in case of injury to body, life or health, claims under the German Product Liability Act [*Produkthaftungsgesetz*] and breaches of duty committed with gross negligence or intent.
2. The suspension of expiry pursuant to Section 445b para. 2 shall end no later than five (5) years after the date on which We delivered the goods to the Customer.
3. We carry out repairs or replacement Deliveries as a gesture of goodwill and without acknowledging any legal obligation. An acknowledgement with the consequence of a new

start of the limitation period shall only exist if We expressly declare it to the Customer. With the exception of an expressly declared acknowledgement, no new limitation period shall commence with rectification or replacement delivery. The statutory provisions on suspension, recommencement and interruption remain unaffected. For other claims of the Customer, irrespective of the legal grounds, which are not due to defects of the subject matter of the contract, the regular limitation period shall be reduced to two (2) years from the statutory commencement of the limitation period. This does not apply to claims for damages in accordance with Section XI.1. b).

XII. Compensation for Damages and Reimbursement of Expenses

We are liable solely in accordance with the statutory provisions under the following conditions:

1. Claims for damages and reimbursement of expenses (hereinafter jointly referred to as "**Claims for Damages**"), irrespective of the legal grounds, in particular due to breach of duties arising from the contractual obligation and from tort, shall be excluded.
2. Liability for loss of use, loss of profit or turnover, loss of savings, damages from business interruption and financing costs as well as indirect and/or consequential damages is excluded.
3. The aforementioned limitations of liability (Sections XII.1 and XII.2) do not apply in the following cases:
 - a) Claims for reimbursement of expenses according to § 439 para. 3 BGB or § 445a para. 1 BGB,
 - b) in the event of liability under the German Product Liability Act [*Produkthaftungsgesetz*]
 - c) intent or gross negligence,
 - d) liability due to culpable injury to life, limb or health
 - e) the assumption of a guarantee or a procurement risk or
 - f) liability for culpable breach of essential contractual obligations, i.e. obligations the fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the Customer regularly relies and may rely. In the event of a breach of material contractual obligations, Our liability shall be limited to foreseeable damage, the occurrence of which must typically be expected, unless We are liable due to intent or gross negligence, injury to life, limb or health or pursuant to the German Product Liability Act [*Produkthaftungsgesetz*].

In the event of damage caused by delay, Section VII.6 shall take precedence over this Section XII.

4. A change in the burden of proof is not associated with the above regulations.
5. Insofar as Our liability is limited in accordance with this Section XII, this shall also apply to the corresponding personal liability of Our employees, vicarious agents, executive bodies and legal representatives.

XIII. Exemption

Insofar as the Customer culpably fails to forward Our product information (in particular instructions for use, maintenance and care) to the respective other recipients of Our Deliveries contrary to Section III.8. and damage occurs to these recipients as a result of Our Deliveries which would have been avoided if Our product information had been known and observed, the Customer shall indemnify Us against all claims of third parties in connection with such damage or reimburse any compensation payments already made by Us. Any further liability on the part of the Customer remains unaffected by this.

XIV. Force Majeure

1. If We are prevented from fulfilling Our obligations in a timely manner due to force majeure or circumstances for which We are not responsible and which could not have been foreseen at the time of conclusion of the contract even with the exercise of reasonable care, the delivery period shall be extended by the duration of the hindrance as well as a reasonable start-up period. Force majeure or events for which We are not responsible in the aforementioned sense include in particular war, natural disasters, riots, terrorism, epidemics, pandemics, strikes and lock-outs as well as the failure of Our suppliers to deliver properly through no fault of Our own or unforeseeable procurement bottlenecks for raw materials to be processed, irrespective of whether these circumstances occur at Our premises, those of a supplier or subcontractor. We shall notify the Customer immediately of the delay for which We are not responsible, stating the expected period and the reasons.
2. Insofar as an adjustment of the contract as a result of force majeure is not economically justifiable, We shall be entitled to withdraw from the contract. In such cases, the Customer shall be entitled to withdraw from the contract under the statutory conditions at the earliest six (6) weeks after receipt of Our notification and after fruitless expiry of a reasonable grace period to be set in writing, if the acceptance of the Deliveries is unreasonable for the Customer due to the delay.
3. Without prejudice to the foregoing Sections XIV.1 and XIV.2 We shall not be liable for any delay or other breach in the performance of Our contractual obligations caused directly or indirectly by the outbreak or continuation of an epidemic or pandemic and the corresponding measures (hereinafter "**Pandemic Situation**"). However, We will take commercially reasonable measures to limit the potential impact of the Pandemic Situation on the performance of Our contractual obligations. At Our request and after notification of the Customer, Our contractual obligations shall be suspended as long as the Pandemic Situation or its effects or after-effects prevent or delay the performance of the contract. Delivery periods shall be extended accordingly. If the suspension as a result of the pandemic situation exceeds a period of more than ninety (90) days, both parties shall be entitled to withdraw from the contract.

XV. Export

1. The fulfilment of the contract by Us is subject to the proviso that there are no obstacles to fulfilment on the basis of national or international regulations of foreign trade law and no embargos and/or other sanctions.
2. Our Deliveries comply with the applicable German and European regulations and standards for the manufacture and usability of electrical cables.
3. The Customer shall comply with the applicable provisions of national and international (re-) export control law when passing on the delivery items supplied by Us or other services rendered by Us to third parties at home and abroad. In any case, the Customer shall observe the (re-) export control regulations of the Federal Republic of Germany, the European Union and the United States of America. If required for export control inspections, the Customer shall, upon request, immediately provide Us with all information on the final recipient, final destination and intended use of the delivery items delivered by Us or the other services provided by Us as well as any export control restrictions in this respect.
4. The Customer shall fully indemnify Us against all claims asserted against Us by authorities or other third parties due to the Customer's failure to comply with the above export control obligations and undertakes to compensate Us for all damages and expenses incurred by Us in this connection, unless the Customer is not responsible for the breach of duty. A reversal of the burden of proof is not associated with this.

XVI. Preclusion Period

1. All claims arising from the contractual relationship and those connected with the contractual relationship - with the exception of the claims referred to in Section XVI.2 below - shall be forfeited if they are not asserted in writing against the other contracting party within a period of three (3) months after knowledge of the reasons for the claim.
2. For claims resulting from injury to life, body or health as well as from intentional or grossly negligent breaches of duty by a contracting party or its legal representative or vicarious agent as well as for warranty claims, the exclusion period provisions in Section XVI.1 shall not apply.

XVII. Withdrawal

If We withdraw from the contract for reasons for which the Customer is responsible, the Customer shall be obliged to pay Us a corresponding appropriate share of the purchase price for preliminary and/or partial products of the Deliveries already completed at the time of withdrawal, provided that the preliminary and/or partial products of the Deliveries have an economic value for the Customer.

XVIII. Final Provisions

1. All legal relations between Us and the Customer shall be governed exclusively by the law of the Federal Republic of Germany (to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG)).
2. The place of performance is the location of Our supplying plant.
3. The invalidity of individual provisions of these Terms shall not affect the validity of the remaining provisions.
4. All disputes arising out of or in connection with these Terms or contracts concluded on the basis of these Terms shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. The arbitration tribunal shall be comprised of a sole arbitrator. The seat of the arbitration is Wipperfürth. The language of the arbitration shall be German.

HEW-KABEL GmbH