§ 1 Scope of terms and conditions
1) The deliveries, services and offers occur exclusively on the basis of these terms and conditions. All other terms and conditions apply to any future business relations even if not expressly agreed upon anew. These terms and conditions are regarded as accepted on receipt of the goods or services at the latest.

§ 2 Offer and conclusion of contract
1) All offers of the Vendor are subject to change and non-binding unless expressly stipulated, for which the Vendor is neither specially compiled offer. In this case the Vendor is bound to such a specially compiled offer for a period of 30 days.

Letters of confirmation and all orders require the written consent of the Vendor to be legally valid. The Vendor’s order confirmation exclusively determines the scope of the contractual services owed. The same applies for additions, changes and additional agreements. The Buyer shall not establish any claim against the Vendor from the non-conclusion of a contract based on a conditional or non-binding offer of the Vendor unless the Vendor has acted with intent or negligence.

2) Additional verbal agreements have not been made.

§ 3 Minimum order value
1) The minimum order value is 150.00 €. Orders that fall short of this amount are regarded as not having been made.

2) For initial orders under an order value of 250.00 € it is always required to pay at least 50% in advance.

§ 4 Prices
1) The prices stated in the Vendor’s confirmation of order plus the respective legal value-added tax at the currently valid rate shall apply. If, between the conclusion of contract and the delivery, the cost prices for silver and copper have increased by 10 %, silver and copper metal exchange the Buyer is entitled to demand an increase in the sales price according to the price increases for the raw materials silver and copper.

Additional deliveries and services are charged separately. If the Buyer places a new order for the same product, the prices stated in the Vendor’s price list apply, unless the Buyer expressly indicated a fixed price in the order.

§ 5 Delivery and delivery time, delivery delay
1) Delivery occurs in accordance with the delivery date stated by the Vendor, or, if no delivery date is stipulated, from the time of conclusion of contract. On request, the Vendor shall be entitled to make delivery in parts.

2) In the case of delays in delivery and rendering of services due to force majeure the Vendor is entitled to delay the delivery or service of the ordered quantity or quantity of the delayed goods. In this case, no claims for damages or compensation for any incurring expenditures; upon occurrence of default of performance, neither the Vendor shall be liable for delays and other performance data are only binding if such has been expressly agreed on in writing. In particular, due to the application high-quality products, the Vendor quantity delivered or service of the ordered quantity are partly unavoidable and therefore considered to be fulfillment of the contract.

3) The representatives of the Vendor are not authorized to make verbal additional agreements or offer verbal assurances which go beyond the scope of the written contract.

4) The Buyer is expressly informed that the high quality of the products due to the required production process only allows for certain, differing uninterrupted production lengths, particularly in the case of lengthy production processes. In the event of delays, the Buyer is entitled to withdraw from the contract to the extent that the Buyer has been expressly agreed upon by the parties.

5) Should the Buyer withdraw from the contract or terminate the contract without possessing notice of default or termination rights in accordance to the legal provisions, the transfer of risk from the Vendor to the Buyer shall occur immediately after notification of the readiness for shipment. Any warehousing costs incurred by the Vendor shall be borne by the Buyer, the Vendor does not deliver any cable lengths less than 10m if it has not been expressly agreed upon by the parties.

The information about the corresponding specifications of the products. However, the Buyer is responsible for the selection of the products – in particular if the Buyer is responsible for the selection of products, the Buyer has the Product. In the event of delays, the Buyer is responsible for the selection of the products, the Buyer has the right to make unimpaired delivery of the order to the Buyer or the supplier of the Vendor or their subcontractors – the Vendor does not deliver any cable lengths less than 10m if it has not been expressly agreed upon by the parties.

6) Should the Buyer withdraw from the contract or terminate the contract without possessing notice of default or termination rights in accordance to the legal provisions, the transfer of risk from the Vendor to the Buyer shall occur immediately after notification of the readiness for shipment. Any warehousing costs incurred by the Vendor shall be borne by the Buyer, the Vendor does not deliver any cable lengths less than 10m if it has not been expressly agreed upon by the parties.

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7) The Buyer is expressly informed that the high quality of the products due to the required production process only allows for certain, differing uninterrupted production lengths, particularly in the case of lengthy production processes. In the event of delays, the Buyer is entitled to withdraw from the contract to the extent that the Buyer has been expressly agreed upon by the parties.

8) Should the Buyer withdraw from the contract or terminate the contract without possessing notice of default or termination rights in accordance to the legal provisions, the transfer of risk from the Vendor to the Buyer shall occur immediately after notification of the readiness for shipment. Any warehousing costs incurred by the Vendor shall be borne by the Buyer, the Vendor does not deliver any cable lengths less than 10m if it has not been expressly agreed upon by the parties.

9) The Buyer is expressly informed that the high quality of the products due to the required production process only allows for certain, differing uninterrupted production lengths, particularly in the case of lengthy production processes. In the event of delays, the Buyer is entitled to withdraw from the contract to the extent that the Buyer has been expressly agreed upon by the parties.

10) The above paragraphs include the conclusive warranty for the products and exclude other warranty claims of any kind whatsoever.

§ 8 Reservation of title
1) The delivery item shall remain property of the Vendor until all claims upon the Buyer resulting from the business relationship have been completely fulfilled.

2) The Buyer is permitted to process the delivery item or mix or combine it with other items. Proceeding, mixing or combining in this sense also includes the arrangement of the delivery item, as well as with the delivery item or mixing with a product or new products in the event of processing. The Buyer shall immediately inform the Vendor of the proceedings, mixing or combining.

§ 9 Warranty
1) The Vendor guarantees that the products are free of flaws in fabrication and material.

2) The warranty period is 1 year commencing at the transfer of risk.

3) The Buyer shall notify the Vendor in writing of any apparent defects immediately, at the latest within one week after receipt of the shipment. Defects that cannot be detected within this period and which a visual inspection are not communicated to the Vendor in writing without delay after discovery.

4) In the case of a notification according to the above paragraph, the products do not fulfill the warranty, the Vendor may, at his own choice, request that:
   a) the faulty part be sent back for repair and subsequently returned to the Buyer.
   b) the Buyer keeps the faulty parts to repair and subsequently returns it to the Vendor to have the parts repaired on site. If the Buyer requests that the warranty works be completed at a third party location, the Vendor will charge the Buyer a service charge, in whose favor currently under warranty are not charged, whereas working hours and travel expenses are to be paid to the Vendor at the standard rate.

§ 10 Payment, right of offset and right of retention, obligations within the scope of e-invoicing
1) If nothing is agreed on the invoices of the Vendor shall be payable within 30 days of the invoice date.

2) The vendor shall be entitled, irrespective of any contrary terms and conditions, to offset payments first against claims of the Buyer. The order value of the Buyer shall be reduced by the type of offsetting that has occurred. If costs and interest have already occurred, the Vendor is entitled to first set-off the cost and interest against the claims, then against the interests and finally against the main claim.

3) A payment shall only be deemed to be effective if the Vendor may freely dispose of the amount. In the case of cheques paid, the payment shall first be deemed made once the cheque has been cashed.

4) Should the Buyer fail behind schedule, the Vendor is entitled to demand interest from the concerning date, in the amount of the interest rate charged by commercial
banks for open overdraft credits plus the legal value added tax. The interest rate shall be calculated less if the Buyer is able to prove a lower charge.

5) If the Vendor learns of circumstances which cast doubt on the Buyer’s creditworthiness, especially if a cheque issued by the Buyer cannot be honored or the Buyer ceases to make payments, or if the Vendor learns of any other comparable circumstances which cast doubt on the Buyer’s creditworthiness, the Vendor shall be entitled to declare that the whole of the outstanding debt is immediately payable even if the Vendor has previously accepted cheques. In this case the Vendor is also entitled to demand advance payments or securities.

6) The Buyer is only entitled to offset, withhold or reduce payment, even if claims or complaints have been put forward, when these claims are undisputed or legally binding in the same currency. Any right to retention may only be claimed by the Buyer due to counterclaims arising from this contract.

7) If objections of the Buyer are raised relating to the invoices of the Vendor, they need to be lodged in writing to the Vendor before the end of a two month period after having received such. After the end of this period the Buyer is not entitled to lodge any objections.

8) The Vendor reserves the right to send invoices electronically as pdf file to the Buyer. In order not to endanger his pre-tax deduction according to § 15 USStG (German Law on turnover tax), the Buyer is obliged to establish an internal control procedure according to § 14 para. 1, especially §§ 5 and 6 USStG, which provides a reliable audit trail between the respective invoice and the service concerned.

§ 10 Nondisclosure

Unless any other arrangement has been explicitly agreed in writing, the information provided by both parties in connection with orders is confidential.

§ 11 Limit of liability

1) In the event of a breach of obligation, deficient delivery or unlawful acts by the Vendor, a Vendor’s representative or other vicarious agents, the Vendor shall be only liable for damages and reimbursement of costs – subject to the reservation of further contractual or statutory liability preconditions – if the Vendor acted intentionally or with gross negligence or in cases of minor negligence and such negligence results in the breach of an essential contractual duty (contractual duty of which an infringement prejudices the achievement of the purpose of the contract). However, in case of minor negligence of an essential contractual duty, the liability of the Vendor shall be confined to the typical loss or damage which could have reasonably been foreseen at the date at which the contract was entered.

2) The liability restrictions and exclusions in above § 10 clause 1 do not apply if a warranty is given with respect to the condition of the goods as described in § 444 BGB (German Civil Code), in the case of maliciously concealed discrepancies, in the case of harm to life, physical injury or harm to health, and in the case of legally binding warranty on the basis of the Product Liability Act.

3) All claims for compensation against the Vendor, regardless of the legal reason, are subject to a limitation period of one year after delivery of the goods to the Buyer; in the case of tortious liability from the time of this becoming known or grossly negligent lack of knowledge of the circumstances which constitute the claim and the person liable to pay damages. The provisions of this clause do not apply in the case of liability based on intent or gross negligence and in the mentioned cases in above § 11 clause 2.

§ 12 Governing law, place of jurisdiction, continuity clause, partial invalidity

1) These conditions of sale, delivery and payment and the entire legal relationship between Vendor and Buyer shall be governed solely by the Law of the Federal Republic of Germany with the exclusion of the UN Sales Convention and the Rules of Conflict of Law for German International Private Law. Furthermore, the international trade custom in the cable business shall apply regarding to minimum production quantities as well as tolerances in the case of non-standard products.

2) Stuttgart is the exclusive place of jurisdiction for all direct or indirect disputes between business partners arising from the contractual relationship. However, the Vendor shall also be entitled to proceed against the Buyer at its own registered office.

3) Should any individual provisions of these terms and conditions be or become invalid, the validity of the remaining provisions hereof shall in no way be affected.

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