General Terms and Conditions of Sale of TKD Kabel GmbH (July 2026)

§ 1 Applicability of Terms of Delivery & Service

1. The following Terms of Delivery & Service apply to all deliveries made to and services performed for businesses by TKD Kabel GmbH – in the following referred to as TKD - of companies. All present and future legal relations between TKD and the PURCHASER are governed by TKD`s Terms of Sale in the currently applicable form. Divergent provisions, in particular purchasing terms of the PURCHASER, become part of contract only if they have been expressly agreed in writing.
2. Where framework agreements have been concluded between the parties, these take precedence. They are augmented, unless specific arrangements have been made, by these Terms of Delivery & Service.

§ 2 Formation of contract / Quotations

1. Orders and supply contracts together with any warranties require written acknowledgement by TKD. This written-form requirement may only be waived by written agreement.
2. Quotations given by TKD are without engagement.

§ 3 Prices, payments, purchase shortfalls, samples

1. Deliveries and services are supplied at the prices and on the terms contained in the supply contract/quotation and/or TKD´s order acknowledgement. The prices quoted therein are binding.
2. Prices are quoted ex TKD's place of business and depot. In addition to the agreed prices, TKD is entitled to charge metal surcharges for basic prices. The basis of calculation for this is the copper price (Cu) fixed by TKD on the date of receipt of order. The selling price is increased or reduced by the difference between the copper basis and the copper price. TKD's prices for cables include a copper base of € 150.00 per 100 kg of copper, unless otherwise stated in the price quotation. If other metals are used (e.g. silver(Ag), brass (Ms), aluminum (Al), tin (Sn), nickel (Ni), etc.), billing is analogous to copper price handling. The starting point are the values, metal or raw material prices stated in the offer. Surcharges and discounts are always net. In the case of orders for cables of fixed lengths, TKD is entitled to demand from the PURCHASER a surcharge on the list prices to a reasonable extent.

   "Metal index" for copper, aluminum, etc. is a purely commercial calculation parameter that is included in the calculation of the total price of a cable. The copper number - although usual in the line of business expressed in kg/km - does not indicate the quantity or weight of the metal actually contained in the cable. It is a pure calculation factor that does not allow any direct conclusions to be drawn about the quantity of metal used in the cable.

   The **nominal cross section** is the conductor cross section mentioned in our documents. This does not correspond to the actual conductor cross section but is a standardization and calculation basis. The conductor is standardized via the conductor resistance and must fulfill the normative minimum resistance value. This normative requirement results in the minimum metal content of the conductor (kg/km).
   Due to different constructive structures of the conductor and additional processing influences, the actual conductor cross-section and the nominal cross-section may differ.

3. The price includes the non-returnable drum provided by TKD for transport purposes. However, TKD reserves the right - specifically for PURCHASERS who are KTG members - to ship using KTG returnable drums instead of non-returnable ones. KTG returnable cable drums are provided on KTG`s known terms, which may be requested from KTG GmbH in Cologne at any time. If the loan period is exceeded, KTG is entitled to claim drum hire direct from the PURCHASER. Delivery and return of TKD packaging is in all cases at the PURCHASER's expense and risk; this also applies with regard to the transfer of risk if TKD assumes the transport costs or transport.
4. In the case of processing or delivery of samples or short quantities, an appropriate flat rate shall be deemed to have been agreed. The same shall apply in the case of Special designs.
5. Unless otherwise agreed in writing, all invoices are payable within 14 days. The date on which TKD can dispose of the amount (receipt of payment) is the relevant date for the observance of the deadline. For orders from abroad and / or by first-time PURCHASERS, TKD is entitled to make delivery of the goods dependent on a down payment on the purchase price or on payment in advance. The same applies to orders for goods with a delivery value of over € 5.000,00 net.

6. In the event of late payment, default interest is due at a reasonable rate, but at least at the rate customary in banking or at the statutory rate (§ 288 BGB) at the option of TKD. If TKD decides to accept bills of exchange or cheques, this is only by way of performance and not in lieu of performance [erfüllungshalber, not erfüllungsstatt]. TKD is entitled at any time to revoke the deferment implicit in acceptance of bills of exchange or cheques, and to demand immediate payment. If bills of exchange are accepted, the bank discount and collection charges will be charged from the invoice expiry date and are payable immediately in cash.
7. The PURCHASER may withhold payments on the basis of or set off claims against TKD's claims only if his claim(s) is (are) acknowledged by TKD or has (have) been established by final and binding judgment.
8. If the PURCHASER defaults on payment, TKD is entitled, after setting a reasonable period of grace, to withdraw from the contract even without threat of rejection and to demand compensation. If, after conclusion of the contract, it becomes apparent that the PURCHASER's claim to payment of the purchase price is at risk because of his inability to pay, TKD is entitled, in accordance with the statutory provisions, to refuse performance and, under certain circumstances, also to withdraw from the contract. If the object of purchase is a specific item [vertretbare Sache], TKD may in this case also declare rescission immediately.

§ 4 Delivery period

1. Agreed delivery dates or performance dates are non-binding, unless expressly stated otherwise in the written order confirmation / in the delivery call-off / in the offer / in the contract.
2. Unless otherwise contractually agreed, the delivery period shall commence with the dispatch of the order confirmation, but not before agreement and clarification of all necessary technical questions, provision of the items, documents, approvals, releases to be procured by the PURCHASER and receipt of an agreed payment. If components to be provided by the PURCHASER are not delivered at the agreed time or are not delivered free of defects, the delivery period shall be extended by one month for each month commenced plus one further month.
3. The delivery period shall be deemed to have been complied with if the delivery item has left the factory or notification of readiness for dispatch has been given by the time the delivery period expires.
4. The delivery period is extended appropriately in the event of force majeure, e.g. mobilization, war, riot, pandemic, industrial disputes, in particular strikes and lockouts, and the occurrence of unforeseen hindrances beyond TKD's control, insofar as such hindrances are demonstrably of considerable influence on completion or delivery of the goods. This also applies if these circumstances occur at subcontractors. TKD is not responsible for the above circumstances even if they arise during an already existing delay. In important cases TKD will inform the PURCHASER as soon as possible of the beginning and end of such obstacles. In the case of delays in delivery of less than two months, compensation for delay is excluded.
5. If dispatch or collection of the goods is delayed for reasons attributable to the PURCHASER, the goods shall be held free of charge for a period of one week from the date of notification that they are ready for dispatch or collection. Upon expiry of this period, TKD shall be entitled to charge a storage fee of €15.00 per pallet for each commenced calendar day. Both parties reserve the right to prove and claim higher or lower actual damages.
   TKD is also entitled, after setting and allowing a reasonable period to elapse without result, to dispose of the goods in question as it sees fit and to supply the PURCHASER within a reasonably extended period. Further claims, in particular the rights under Sections 293 et seq. of the German Civil Code (BGB) as well as claims for damages under Sections 280 et seq. of the German Civil Code (BGB) and the right to specific performance, remain unaffected.
6. Compliance with the delivery period shall be conditional upon the fulfillment of the PURCHASER's contractual obligations.

§ 5 Passing of risk and acceptance

1. Risk passes to the PURCHASER at the latest when the parts to be supplied are made available at TKD, even if partial deliveries are made or TKD performs other services, e.g. has assumed the shipping costs. If TKD owes the PURCHASER a work performance [Werkleistung], risk passes as soon as the PURCHASER has accepted TKD's work performance or, in accordance with § 6 para. 2, acceptance by the PURCHASER is deemed to have been declared at the end. At the PURCHASER's request and at his expense TKD will insure the consignment against theft, breakage, transport, fire and water damage and other insurable risks. In the case of free delivery to a specific handover point (e.g. FOB), risk passes on delivery there, even if the PURCHASER is not ready to take receipt there.
2. If dispatch is delayed as a result of circumstances for which the PURCHASER is responsible, risk passes to the PURCHASER from the date of readiness for dispatch; however, TKD is obliged, at the PURCHASER's request and expense, to arrange such insurance as the PURCHASER requires.
3. Delivered items shall be accepted by the PURCHASER if they show insignificant defects, without prejudice to the rights under § 12.
4. Partial deliveries are permissible. All deliveries by TKD are ex works or ex works (EXW- INCOTERMS 2010) unless otherwise contractually agreed in individual cases.

§ 6 Refusal of acceptance of work or deliveries [Abnahme-/Annahmeverweigerung]

1. If the PURCHASER refuses to accept the contract goods, supplies or service, TKD may set a reasonable period for acceptance of the work or delivery. If the PURCHASER has not accepted the work or taken the contract goods within the set period, TKD is entitled, without prejudice to its right to contract performance, to cancel the contract or claim compensation for non-fulfilment. TKD may, in any event without proving the loss actually incurred and without prejudice to the option to claim a higher actual loss, claim lump-sum compensation at 20% of the net order value for standard goods and 100% for goods not saleable elsewhere or for cable lengths already cut to size for the customer. The PURCHASER remains free to prove a lower actual loss.
2. If acceptance has been stipulated or is mandatory, TKD is in all cases entitled to request acceptance if substantive defects are no longer present and serviceability and operational capability are warranted. Major defects are defects which cast doubt on or substantially reduce fitness for purpose. In this case TKD must propose several possible acceptance dates to the PURCHASER. The proposal must reach the PURCHASER not later than one week before the envisaged dates. If none of these proposed acceptance dates is agreed to by the PURCHASER at least two days before such a date and the PURCHASER on his part proposes no other date within two weeks of receiving TKD`s proposal, TKD will set the PURCHASER a final reasonable deadline for express declaration of acceptance. At the same time TKD undertakes to expressly point out when setting the deadline, that acceptance on the part of the PURCHASER is deemed to have been declared after fruitless expiry of the period. If the PURCHASER allows the period set to elapse without success, acceptance is deemed to have been declared.

§ 7 Reservation of ownership

1. All goods and services are supplied subject to reservation of ownership. Delivered goods remain the property of TKD until the purchase price/charges and all other debts due to TKD from the PURCHASER under the ongoing business relationship have been paid in full.
2. Where goods are further processed or sold by the PURCHASER, the processing/sale is done for TKD, which is thus the manufacturer for purposes of § 950 BGB and acquires ownership of the intermediate or end product. In the case of use with other goods not belonging to the PURCHASER, TKD acquires co-ownership of the new goods in the ratio of the value of the goods supplied by it to that of the third-party goods at the time of use.
3. The PURCHASER is entitled at any time to resell revocably and relicense supplied goods as part of his normal business within the terms of the agreement made. The PURCHASER assigns to TKD here and now as security all accounts receivable due to him in connection with the resale and business relationship with his customers, along with accessory rights, at the value of the supplied goods. TKD is authorised to disclose the assignment of receivables to the PURCHASER´S customers at any time. On request the PURCHASER must inform TKD promptly of the customers` names and addresses.
4. The PURCHASER is obliged to insure the contract goods at his own expense against loss through theft, breakage, fire, water and other risks while TKD is conditional owner of the contract goods and show TKD proof of insurance on request. The Purchaser assigns to TKD any claims which may arise against the insurer for theft, loss, damage etc. to the contract goods under reserved ownership. TKD accepts the assignment. TKD is entitled, in the event of an insurance claim, to disclose the assignment to the insurance company and to realise the sum insured there.
5. The PURCHASER may neither pledge the contract goods nor assign them as security. In the event of attachment or seizure or other forms of disposal by a third party he must notify TKD promptly in writing. Should TKD incur a loss due to omitted or delayed notification (e.g. forfeiture of right), the PURCHASER is liable to pay compensation for this.
6. Breach of contract by the PURCHASER, especially default in payment, entitles TKD to recover the goods after warning, the PURCHASER being obliged to surrender them.
7. Assertion of reservation of ownership and attachment of contract goods by TKD do not constitute cancellation of the contract, unless the provisions governing consumer credit agreements (§§ 491 - 498 BGB) apply.
8. TKD undertakes to release, at the PURCHASER´S request, the securities due to it to the extent that the security`s realisable value exceeds the secured debts by more than 20%. It is for TKD to select the securities to be released.

§ 8 Liability

1. TKD has unlimited liability, on whatever legal grounds, for intent and gross negligence. In the case of simple negligence TKD is liable only
   a) for damages resulting from injury to life, body or health;
   b) for damages arising from the breach of an essential contractual obligation, limited to compensation for the foreseeable, typically occurring damage. Material contractual obligations are obligations the fulfillment of which is essential for the proper performance of the contract and compliance with which the PURCHASER regularly relies on and may rely on.
2. The above limitations of liability do not apply if TKD has fraudulently concealed a defect or given a guarantee for the quality of the goods. Also unaffected is TKD's liability under the Product Liability Act [Produkthaftungsgesetz].

§ 9 Contract adjustment

If unforeseeable events within the meaning of § 4 (4) substantially change the economic significance or content of the delivery or service or have a considerable effect on TKD's operations, the contract will be adjusted appropriately in good faith. If this is not economically justifiable, TKD has the right to withdraw from the contract. If TKD wishes to exercise this right of withdrawal, it must notify the PURCHASER immediately after realising the implications of the event, even if an extension of the delivery period was initially agreed with the PURCHASER.

§ 10 Industrial property rights / Copyright / Secrecy etc.

1. All rights to patents, utility and design patents, trademarks, packing designs and other industrial property rights together with copyright to the contract goods and services remain with the entitled persons. This also applies in particular to product designations, software and name and identification rights.
2. The contracting parties undertake to treat as business secrets all commercial and technical details not in the public domain of which they acquire knowledge through the business relationship.
3. Drawings, tools, software, dies, fixtures, models, templates, patterns and similar items supplied, used or made available by or for TKD are and remain the property of TKD. They may not be passed on to unauthorised third parties or otherwise made accessible. If the aforementioned items are manufactured for TKD, they become the property of TKD when made/manufactured. Reproduction of such items is permissible only within the scope of operational needs and the provisions of the laws governing patents, identifications, copyright and competition.
4. Contract partners of the PURCHASER must be placed under a corresponding obligation.
5. The PURCHASER may refer to the business relationship with TKD in advertising only with prior written permission.
6. Insofar as the contracting parties collect, store, process and use personal data of the other contracting party within the scope of the execution of the contract, they mutually undertake to do so only for the purpose of the execution of the contract and in compliance with the relevant data protection provisions.

§ 11 Conflict with rights of third parties

1. Should a claim be made on the PURCHASER for direct infringement of industrial property rights, including copyright, because of goods and/or services supplied by TKD, TKD will indemnify him for compensation claims against him which have been accepted or established by agreed settlement and for court and legal fees; this, however, only with the following provisos:
   a) The PURCHASER informs TKD promptly of the claim or warning from third parties, without first taking any steps in defence and/or instructing a solicitor. Excepted from this are emergency measures which must be taken before TKD can be informed.
   b) Only TKD is authorised to take defensive measures and instruct solicitors to implement the defensive measures and/or make statements and/or undertake other negotiations. At TKD´s request, the PURCHASER will, at TKD´s expense, engage a solicitor as legal representative.
   c) The PURCHASER will inform TKD promptly and regularly on the matter and in particular provide the requisite details and documents.

2. TKD`s liability ceases if the infringement of a third party´s rights results from a change in the contract goods/services or parts thereof, if the contract goods/services themselves give rise to no infringement of the law. Liability also ceases if the PURCHASER has made further use after warning by a third party or in the knowledge of a possible infringement of third-party rights, unless TKD has consented in writing to further use being made.
3. Should it be established in law that further use of the contract goods will infringe third-party industrial property rights, including copyright, or in the PURCHASER`S view there is a danger of legal action over industrial property rights or copyright, TKD may, at its own expense and discretion, either obtain for the PURCHASER the right to further use of the contract goods, or replace the contract goods or modify them so that an infringement no longer exists or is at least less likely. In no circumstances do such measures entitle the PURCHASER to assert claims of any kind against TKD.

§ 12 Warranty

1. TKD provides warranty for defects in the goods at its discretion by repair or replacement. For this the PURCHASER, after consultation with TKD, must give the necessary time and opportunity, otherwise TKD is released from the warranty. Only in urgent cases of danger to operational safety or to avert disproportionately large damage, in which case TKD must be notified immediately, does the PURCHASER have the right to rectify the defect himself or have it rectified by third parties and to demand reimbursement by TKD of the necessary expenses.
2. If the supplementary performance [Nacherfüllung] by repair or replacement fails, the PURCHASER may in principle demand a reduction of the remuneration [Minderung] or rescission of the contract [Rücktritt] at his discretion. However, in the event of an insignificant breach of contract, in particular in the event of minor defects, the PURCHASER shall not be entitled to withdraw from the contract.
3. If recourse is taken against TKD by the PURCHASER after the PURCHASER himself has been sued by his customer for the defects in dispute, the provisions of §§ 445a, BGB478, apply without restriction to enforcement in favor of the PURCHASER, irrespective of whether a consumer or business is at the end of the supply chain. Of the costs incurred by rectification of the replacement delivery, TKD bears - insofar as the complaint is justified - not only the cost of the replacement part or rectification of the defective component but also the costs of installation and removal and of transport and disposal. However, a claim against TKD for removal and installation costs under § 439 Para. 3 Sentence 1 BGB is ruled out if the PURCHASER, aware of the defect, either installed the defective item himself or had it installed by a third party. The same applies if the PURCHASER remained unaware of the defect before or during installation of the item due to gross negligence. In this case the PURCHASER can assert rights on account of a defect only if and insofar as TKD deliberately concealed the defect or gave a guarantee for the quality of the item affected by the defect. In any case TKD has a right of choice either to carry out removal and installation together with disposal itself or instead to reimburse reasonable expenses, unless the PURCHASER can claim an overriding interest worthy of protection in either carrying out removal and installation himself or having it carried out by a contractor engaged by him.
4. The assertion of warranty rights by the PURCHASER presupposes the proper exercise of the inspection and notification obligations incumbent upon him pursuant to § 377 HGB. The PURCHASER shall inspect the delivered items immediately, but no later than within one week after receipt of the goods, for deviations in quantity, transport damage and defects. The inspection also includes a functional test. Defects discovered must be notified to TKD in writing within another week.
5. In the event of justified notices of defects, payments by the PURCHASER may only be withheld to an extent that is in reasonable proportion to the material defects that have occurred.
6. If the PURCHASER chooses to withdraw from the contract due to a legal and/or material defect after failed subsequent performance, he shall not be entitled to any additional claim for damages due to the defect. If the PURCHASER chooses compensation for damages after failed subsequent performance, the goods shall remain with him if this is reasonable for him. Damages are then limited to the difference between the purchase price and the value of the defective item. This does not apply if TKD has fraudulently caused the breach of contract.
7. The warranty period is one year from delivery / acceptance of the goods / services. In the case of defects in items that have been used for a building in accordance with their normal use and have caused its defectiveness, the warranty period shall be 2½ years. With the replacement delivery, the warranty period shall start anew only for the parts that were the subject of the replacement delivery. These periods do not apply where longer periods are prescribed by law under §§ 438 (1) No. 2 and 2634a (1) No. 2 BGB, or in the case of intentional action on the part of TKD, fraudulent concealment of defects or non-compliance with any quality guarantee given. In the case of warranty rights for defects asserted in the event of recourse in the supply chain (§ 445a BGB), the limitation rules in § 445b BGB apply exclusively.
8. Generally, only the concrete product description of the manufacturer on which the contract is based shall be deemed to be agreed as the quality of the goods. Public statements, recommendations or advertising by the manufacturer or third parties do not constitute a contractual description of the quality of the goods.

Information about diameters and weights of the goods are non-binding; deviations of up to +/- 20 % do not constitute a defect. The same applies in the case of cable deliveries in the case of deviations in length, which are permissible with a tolerance of +/- 10 %. The latter does not apply, however, in the case of fixed-length production where the PURCHASER has made a clear agreement with TKD before placing the order on the nature and scope of the order, in particular with regard to the cable lengths.

9. If the PURCHASER receives defective assembly instructions, TKD is only obliged to supply assembly instructions free of defects and only if the defect in the assembly instructions prevents proper assembly. In the event of assembly problems resulting out of defective assembly instructions, the PURCHASER must contact TKD, which will offer advice by telephone during usual and known business hours.
10. Any modifications or repair work improperly carried out by the PURCHASER or by third parties commissioned by him without TKD's consent, as well as in the case of natural wear and tear, faulty or negligent handling of the goods, improper maintenance, use of unsuitable operating materials and chemical, electrochemical influences, invalidate TKD's warranty with the resulting consequences, unless TKD is at fault. In this case TKD's warranty obligation lapses completely unless the PURCHASER proves that the modifications, repair work and other aforementioned influences on the item supplied were not causal for the occurrence of the defect/damage.
11. Generally, the PURCHASER does not receive guarantees in the legal sense from TKD. Any guarantees by third party manufacturers remain unaffected.
12. With regard to merchantability and actual and legal operational readiness, TKD warrants use of the goods and services in the territory of the Federal Republic of Germany, unless TKD's goods and services are expressly contractually intended in or for another country. In this respect it is the sole responsibility of the PURCHASER to ensure that, in the case of intended onward delivery or use in countries outside the Federal Republic of Germany, the import regulations, embargo regulations, approval regulations and all regulations applicable there which must be observed for use and operation of the supplies are complied with. This shall also apply to compliance with country-specific operating requirements (e.g. voltage and frequency of the power supply system, compliance with safety regulations, etc.).

§ 13 Intended use of the products / Export

1. TKD's products are intended for civilian use. The PURCHASER is not permitted to use or resell the products with the intention of using them in chemical, biological or nuclear weapons or in missiles capable of carrying such weapons.
2. The PURCHASER shall not resell the products to any person, company or other organization that it knows or has reason to suspect is in any way connected with terrorist activities or narcotics.
3. The products may be subject to legal requirements and restrictions; sales to countries/buyers with import/export restrictions may be subject to certain requirements. These requirements must be observed when reselling the products to such countries/buyers. The PURCHASER shall not be permitted to resell the products if there is any concern or suspicion that the products may be used for the purposes set forth in paragraph above.
4. If the PURCHASER becomes aware or suspects that the obligations or requirements referred to in this § 13 have been infringed, PURCHASER must inform TKD immediately.

§ 14 Prohibition of re-export to Russia ("re-export clause")

In order to prevent the direct or indirect import and export of our goods to Russia, the following regulations must be observed:

1. The PURCHASER shall not sell or (re-)export products supplied by TKD, provided they are listed in accordance with Article 12g of Council Regulation (EU) No. 833/2014 of July 31, 2014 (as amended) or are subject to an export ban under the same regulation, either directly or indirectly, to Russia or for use in Russia.
2. The PURCHASER shall undertake its best efforts to ensure that the purpose of § 14 para. 1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
3. The PURCHASER shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of § 14 para. 1.
4. Any violation of § 14 para. 1, 2 and/or 3 shall constitute a material breach of the Supply Agreement and shall entitle TKD to seek appropriate remedies, including, but not limited to:
    a) Termination of the relevant Supply Agreement without notice for cause
    b) A contractual penalty of 20% of the total value of the relevant order or, if higher, 20% of the price realized for the exported products.

5. The PURCHASER shall immediately inform TKD about any problems in the application of § 14 (1), (2) and/or (3), including any relevant activities by third parties that could frustrate the purpose of § 14 (1). The PURCHASER shall make available to TKD information concerning compliance with the obligations under § 14 (1), (2) and (3) in text form within two weeks of the simple request for such information.

§ 15 Place of performance and legal venue

The place of performance for the supply of goods and provision of services and the legal venue for all liabilities and/or disputes arising from the contractual relationship is Nettetal or - at TKD`s discretion - the location of a site responsible for supplying the goods/services. TKD is optionally also entitled to bring an action at the PURCHASER´S principal place of business or at the place of performance.
The laws of the Federal Republic of Germany apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The contract language is German.

§ 16 Written form

Collateral arrangements are effective only if agreed in writing. The written form is required for amendments and/or additions. This also applies to the waiving of the written form.

§ 17 Severability clause

1. Should a provision in these Terms be or become void or should there be an omission therein, the validity of the remaining provisions is unaffected.
2. A void provision is then deemed replaced by agreement with a valid one approximating most closely to the parties` intention; the same applies in the case of an omission.
3. In case of doubt the German original shall prevail!