

HIK GmbH General Terms and Conditions

As of 06/2023

1. Validity

- a. Our General Terms and Conditions apply exclusively; we do not recognise any conflicting, deviating or supplementary terms and conditions of the customer unless we have expressly agreed to them in writing.
- b. We hereby expressly object to any reference to the purchaser's terms and conditions and to any reference by the purchaser to the terms and conditions of third parties. In particular, we object to the subsidiary validity of clauses and terms and conditions to which the purchaser refers.
- c. Our General Terms and Conditions apply to all legal claims of the customer, regardless of their legal basis.
- d. Our General Terms and Conditions shall also apply if we provide our services without reservation in the knowledge of conflicting or supplementary clauses.
- e. Our General Terms and Conditions apply in relation to entrepreneurs, legal entities under public law and special funds under public law.

2. Contractual partner

- a. The contractual partner of HIK GmbH is exclusively the customer who has placed the order and whose order has been confirmed.
- b. HIK GmbH provides its services only to the customer named in the offer or order confirmation. Any liability towards third parties not named as customers in the offer or order confirmation is hereby expressly excluded.

3. Telephone and verbal information

- a. Telephone and verbal information is not legally binding.
- b. For binding information, the potential customer must specify the delivery items in question in writing (e.g. dimensions, properties, special requirements) and also provide the requested quantities and delivery details (desired delivery time, type of shipment, transfer of risk) in writing, as otherwise a reliable review is not possible.

4. Offer, reservations, properties

- a. All offers made by HIK GmbH are subject to change.

- b. The offers made by HIK GmbH are expressly subject to the reservation of self-supply. HIK GmbH undertakes to inform the customer immediately of any unavailability and to refund any payments already received without delay.
- c. HIK GmbH expressly reserves the right to prior sale for all offers. HIK GmbH undertakes to inform the customer immediately of any unavailability that may occur and to refund any payments already received without delay.
- d. Offers are made subject to the proviso that the customer is accepted as insurable by the trade credit insurer.
- e. HIK GmbH reserves the right to make errors and typographical mistakes in written offers.
- f. If the offer has a period of validity, the offer expires if it is not accepted within the period.
- g. If an order is placed after the offer period has expired, HIK GmbH is not obliged to accept this order. In particular, the delivery periods and prices stated in the expired offer are no longer valid.
- h. Catalogue goods are only offered with the properties specified in the catalogue and in the data sheets for the respective products, whereby the data sheets reflect the technical status of the properties relevant to the offer. HIK GmbH reserves the right to make technical changes. The use and suitability for a specific purpose are not part of the offer.
- i. If an order is placed for an initial sample to be manufactured and the customer then approves the initial sample, the specifications shall be based on the approved initial sample.
- j. The customer is responsible for ensuring compliance with the relevant standards, regulations and legal requirements when using the delivery item.

5. Order confirmation

- a. The contract with HIK GmbH shall come into effect upon receipt of the written order confirmation under the terms and conditions specified in the order confirmation.
- b. If no order confirmation is issued, the content of the contract shall be determined by the offer made by HIK GmbH.

6. Order changes, cancellations

- a. Changes to orders shall only be effective if confirmed in writing by HIK GmbH.
- b. The original delivery time shall cease to apply upon amendment of the order.

- c. The customer is not entitled to cancel the order. HIK GmbH may insist on acceptance of the ordered delivery items and payment of the full purchase price despite cancellation by the customer.

7. Prices and costs, advance payment, security deposit

- a. HIK GmbH is entitled to demand advance payment. New customers in particular will only be supplied after advance payment has been made.
- b. For international transactions, the customer must, at the discretion of HIK GmbH, either make advance payment or provide a documentary letter of credit without a payment term.
- c. The prices stated in the offers and order confirmations are net prices EX WORKS, excluding packaging, postage, insurance, customs clearance costs and shipping costs.
- d. Packaging, shipping, loading and unloading costs, as well as any customs duties, taxes and fees, shall be borne by the customer.
- e. Unless otherwise agreed, the customer shall also bear the costs of freight insurance.
- f. The purchaser shall bear the applicable value added tax.
- g. HIK GmbH shall be granted the right to adjust prices if the purchase price of HIK GmbH changes compared to the time the offer was made due to unforeseen new, additional or changed customs duties, levies or comparable costs. Proof of this shall be provided by HIK GmbH in the form of verifiable documents. HIK GmbH shall be granted the right to adjust the price of the delivery items accordingly or to cancel the order. In the event of cancellation by HIK GmbH, the customer waives any claims for damages against HIK GmbH. In the event of a price adjustment, the customer shall be granted the right to withdraw from the contract.
- h. The invoice amount is payable immediately upon receipt of the invoice without deduction. The customer shall be in default without further reminder upon exceeding the payment deadline agreed with them. If no separate payment deadline has been agreed with the customer, the customer shall be in default 21 calendar days after receipt of the invoice. In legal transactions in which no consumer is involved, HIK GmbH is entitled to charge the customer default interest at a rate of 9 percentage points above the base rate (as announced by the Deutsche Bundesbank).
- i. Payments shall be made without deduction to the supplier's paying agent.

- j. HIK GmbH is entitled to make outstanding deliveries or provide outstanding services only against advance payment or the provision of security if, after conclusion of the contract
- there is a threat of deterioration in the financial circumstances or
 - the trade credit insurer reduces or cancels the limit for the customer, or
 - the customer only makes partial payments or
 - falls behind with previous payments or
 - has suspended payments.

7.1. Pricing for cables and wires

- a. In the German cable industry, it is customary to show metal costs ("metal surcharge") separately due to the high metal content. HIK GmbH is therefore entitled to show metal costs ("metal surcharge") separately. In international business transactions, HIK GmbH is free to offer full cost prices.
- b. Metal calculation for copper: Unless otherwise agreed in writing, the net prices for "copper" include a copper base of EUR 150 for 100 kg of copper. Exceptions are underground cables: Cu base 0 and telephone cables: Cu base: € 100.
- c. Settlement is based on the current LME stock exchange listing, which is fixed daily in tonnes and US\$. Conversion to kg and € is carried out daily on the basis of the BFIX Frankfurt. Until further notice, we use the standard market surcharges for cathode surcharges. In addition, 1.0% procurement and sourcing costs are charged.
- d. Other metal surcharges (e.g. aluminium, nickel, lead) are handled in the same way as copper billing. The values in our quotations form the basis for this. All metal surcharges are strictly net.

7.2. Minimum order value, surcharge

- a. We are not obliged to accept orders with a net price of less than €150.
- b. For orders below the minimum order value, HIK GmbH reserves the right to charge a minimum quantity surcharge.

7.3. Freight and shipping costs

- a. The delivery terms are specified in the quotation and the order confirmation.
- b. The costs for deliveries abroad are to be borne by the customer and are specified in the respective offer.

7.4 Packaging costs

- a. Shipping packaging will be charged or provided on loan. Delivery on Euro pallets is on an exchange basis. Disposable packaging and disposable drums will be charged and cannot be returned.

8. Delivery quantities

- a. Delivery shall be made as specified in our order confirmation. Partial deliveries are expressly recognised as permissible.

9. Returns, return costs

- a. The customer has no right to return goods that have been delivered free of defects.
- b. If HIK GmbH agrees to take back delivery items in exceptional cases, the condition of the goods must first be determined. For this purpose, the customer must return the delivery items to HIK GmbH at their own expense. Upon receipt, HIK GmbH will check the quantity and condition of the returned delivery items.
- c. Taking into account the age and condition of the goods, HIK GmbH will make an offer to take them back.
- d. If the customer accepts the take-back offer, HIK GmbH will either credit the take-back price to the customer or pay it out.
- e. If the customer does not accept the take-back offer, they must collect the delivery items they offered at their own expense. If collection does not take place within one month despite a request to do so, HIK GmbH is entitled to have the items in question scrapped and to invoice the customer for this.

10. Right to refuse performance, retention, offsetting

- a. The customer's right to refuse performance (defence of non-performance of the contract) is excluded if the customer is required to make advance payment or provide a letter of credit.
- b. Rights of retention pursuant to Section 273 of the German Civil Code (BGB) shall only exist for due and fully effective claims a) either from the same order or b) if the order is to be regarded as a continuation of previous contracts, insofar as these are undisputed or have been legally established.
- c. Offsetting is only permissible with undisputed or legally established claims.
- d. A claim that is due, is the subject of legal proceedings and is ready for decision shall be treated as an undisputed claim.

11. Retention of title, objection to resale, consumption and processing, ownership of tools

- a. HIK GmbH retains ownership of the delivery items until the invoice amount for the respective delivery item has been paid in full and unconditionally.
- b. HIK GmbH retains ownership and copyright of all cost estimates, documents, information, drawings and samples that HIK GmbH has made available to the customer. Rights of use require the prior written consent of HIK GmbH.
- c. HIK GmbH hereby objects to the resale, consumption and processing of the goods before the purchase price has been paid in full. This also applies in particular to the purchaser's insolvency administrator.
- d. If an action by the customer leads to the loss of HIK GmbH's retention of title or if this action makes return impossible, this shall justify a claim for damages against the customer. In addition to the customer, the legal representatives of legal entities shall be personally liable for damages.
- e. The customer undertakes to inform HIK GmbH immediately of any enforcement measures by third parties against the goods subject to retention of title. In addition, the customer must inform the third party of the retention of title.
- f. In the event of resale or rental of the goods subject to retention of title, the purchaser hereby assigns to HIK GmbH, until the purchase price claims have been satisfied, the HIK GmbH accepts these security assignments.
- g. If the goods subject to retention of title are processed, transformed or combined with another item, HIK GmbH shall immediately acquire ownership of the newly manufactured item. This shall now be considered goods subject to retention of title.
- h. If the value of the security for the claims exceeds the outstanding purchase price claims of HIK GmbH by more than 20%, HIK GmbH shall, at the request of the customer, release securities to the appropriate extent at the discretion of HIK GmbH.
- i. Unless the transfer of ownership of tools specially manufactured or procured by the supplier for the production of the goods to be delivered to the customer has been expressly agreed in writing, these tools shall remain the property of the supplier. Even if the manufacturing costs for these tools have been paid in full, the customer shall not acquire any claim to transfer of ownership of the tools themselves.

12. Delivery period, delay in delivery

- a. All information regarding the delivery date is approximate. Exceeding an approximate date shall not result in the order becoming due or in a delay in delivery.
- b. HIK GmbH is also entitled to make partial deliveries. HIK GmbH shall not be in default with regard to partial deliveries made on time.
- c. The delivery period shall be deemed to have been met if the goods are handed over to the carrier on time.
- d. The delivery shall only become due after a reasonable period of time has been set. The period must be set in writing.
- e. HIK GmbH shall only be in default after a reminder has been issued following the due date for delivery. The reminder must be issued in writing.
- f. In cases of force majeure (see clause 20), the delivery periods shall be extended appropriately.
- g. If delivery cannot be made because HIK GmbH itself has not been supplied, HIK GmbH shall be entitled to withdraw from the contract with regard to the delivery items concerned. In this case, the purchaser's claims shall be limited to the repayment of any payments made by the purchaser. Further claims by the purchaser shall be excluded in the event of failure to deliver

13. Place of performance, transfer of risk

- a. The place of performance is the registered office of HIK GmbH in 64760 Oberzent, Germany.
- b. HIK GmbH shall be deemed to have fulfilled its obligations upon notification of readiness for dispatch or handover to the carrier.
- c. Unless otherwise stated in the order confirmation, delivery is agreed to be "ex works".
- d. Unless otherwise agreed between the parties, the risk of accidental loss or accidental deterioration shall pass to the customer upon handover to the carrier in the case of sale by delivery to a place other than the place of performance.
- e. The customer shall carry out unloading at its own expense. If the customer does not carry out unloading, it shall be in default of acceptance.

14. Warranty

14.1. Properties, assembly instructions, notification of defects, warranty period

- a. The delivery items are free of defects if they have the properties listed in the data sheets and in the catalogue or if they have been manufactured in accordance with the initial sample approval.
- b. The customer is obliged to use only qualified and authorised specialist personnel for the installation of the delivery items. The installation instructions provided by HIK GmbH must be strictly adhered to during installation. The warranty does not cover delivery items that are installed in violation of the installation instructions or by unqualified or unauthorised specialist personnel. If the customer believes that the installation instructions are incorrect or incomplete, the customer must inform HIK GmbH in writing of the alleged error or ambiguity and only proceed with installation after clarification has been provided.
- c. HIK GmbH cannot determine or verify the suitability for a specific purpose, the environmental conditions or the effects of an electrical system. Neither the suitability for a specific purpose nor the suitability for specific environmental conditions shall become part of the contract.
- d. If HIK GmbH makes recommendations, these recommendations are made subject to the proviso that the information provided by the customer is complete and correct in terms of content and that no special circumstances need to be taken into account.
- e. The customer must inspect the delivery item immediately upon delivery and, if a defect is found, immediately submit a written notice of defect to HIK GmbH. The notice of defect must state the invoice number, the item number, the quantity affected and each individual defect must be reported separately. In the case of successive or partial deliveries, each delivery must be inspected and any defects reported.
- f. The obligation to inspect immediately includes, in particular, checking the delivery items for functionality and compliance with the data specified in the data sheet and catalogue or in the order confirmation.
- g. The obligation to inspect and give notice of defects without delay applies to each individual processing step. If the customer fails to give notice of defects without delay in the respective processing step, the delivery items shall be deemed to have been approved.
- h. HIK GmbH hereby objects to all clauses according to which the obligation to inspect is transferred to HIK GmbH. In any case, HIK GmbH does not have the opportunity to inspect the goods during the respective processing steps, as HIK GmbH does not carry out further processing.

- i. If the customer does not immediately raise a complaint, the delivery items shall be deemed to have been approved.
- j. Approval excludes all possible claims for subsequent performance and damages by the customer, regardless of the legal basis.
- k. The warranty period is 12 months from delivery of the respective delivery item.

14.2. Clarification of technical facts, customer's obligations to cooperate

- a. The customer is obliged to send HIK GmbH samples of the allegedly defective delivery items so that HIK GmbH can have them examined in a laboratory if necessary.
- b. In addition, the customer must provide HIK GmbH with access to the installation site so that HIK GmbH can check the effects on the delivery items (heat, voltage, current, rectifiers, fuses, etc.).
- c. The warranty shall be excluded if the customer violates the forementioned obligations, unless HIK GmbH acknowledges the defectiveness of the delivery items.

14.3. Arbitration agreement

- a. If the parties cannot agree on whether the delivery items are defective or not, the parties agree that the disputed matter shall be decided by an arbitrator in a legal binding manner in accordance with § 317 ff. BGB (German Civil Code).
- b. The arbitrator must be a publicly appointed and sworn expert.
- c. If the parties cannot agree on an arbitrator, either party may request the Chamber of Industry and Commerce (IHK) / Chamber of Commerce and Industry (AHK) to appoint an arbitrator. The arbitrator appointed by the Chamber of Industry and Commerce / Chamber of Foreign Trade may only be rejected if the reasons for rejection are similar to those for rejecting a judge in the person of the arbitrator. The costs of the arbitration shall be borne by the winning and losing parties.

14.4. Processing, credit note, subsequent performance

- a. As a rule, the customer requires replacement goods even before it has been clarified whether the delivery items were defective at all. In the cable industry, it is therefore customary to deliver replacement goods only against invoice and to issue a credit note only after clarification of the facts and to the extent of the actual receipt of the removed goods. This procedure is due to the fact that the majority of the price is attributable to the metal used, e.g. copper. HIK

GmbH follows this general commercial practice and only delivers replacement goods against invoice.

- b. As a rule, the customer has an interest in replacement goods being delivered as quickly as possible. HIK GmbH is therefore also entitled to deliver similar delivery items from other manufacturers as replacement goods, which are technically identical in construction.
- c. As soon as the technical inspection of the defective delivery items and the environmental conditions has been completed, HIK GmbH will inform the customer of the results of the inspections.
- d. If HIK GmbH considers the complaint to be justified, HIK GmbH will issue a credit note upon receipt of the defective delivery items to the extent of the receipt.
- e. No credit note can be issued for rejected goods that are not returned. This rule is due to the high value of the metal content (e.g. copper). In addition, if the goods are not returned, there is a rebuttable presumption that the delivery items are still in use.

14.5. Legal defects

- a. If the delivery items actually infringe the rights of third parties, HIK GmbH shall, at its own discretion, either provide delivery items that do not infringe the rights of third parties or reach an agreement with the third party that allows the customer to use the delivery items in accordance with the contract.
- b. However, this obligation shall not apply if the customer has caused the infringement of third-party rights by imposing specifications on the supplier, has modified the delivery items in such a way that the rights of third parties are infringed, or the infringement of rights only results from use in conjunction with products not manufactured by the supplier, or the customer has caused the infringement of rights in any other way or is responsible for it (e.g. through inaccurate advertising information).
- c. The customer is obliged to inform HIK GmbH immediately of the alleged infringement.

14.6. Failure of subsequent performance, reduction, withdrawal from the contract

- a. The customer is only entitled to a reduction in price or withdrawal from the contract if the subsequent performance has failed.
- b. HIK GmbH shall be granted at least two attempts at subsequent performance.

- c. If the customer reduces the purchase price, they must explain to what extent the usability of the delivery items is impaired by the alleged defect. If the usability of the delivery items is not impaired from a technical point of view, no reduction in price shall be applied.

14.7. Exclusion of no-fault claims for damages

- a. HIK GmbH shall not be liable for no-fault damages due to a defective delivery or service, in particular for lost profits, loss of use or damages due to business interruption.

14.8. Reimbursement of expenses

- a. The customer is only entitled to claim reimbursement of expenses if the subsequent performance has failed and HIK GmbH is at fault for the defectiveness of the delivery items or the failure of the subsequent performance.
- b. If subsequent performance has been carried out without defects, claims for reimbursement of expenses are excluded.
- c. Reimbursement of expenses can only be claimed in lieu of damages in lieu of performance.
- d. Only expenses that have become useless due to the defectiveness of the delivery items are considered futile expenses. This includes, in particular, only expenses that were incurred in reliance on the delivery of a defect-free item.
- e. Reimbursement of expenses shall only include costs incurred after receipt of the order confirmation and which have been definitively incurred in vain.
- f. There shall be no claim for reimbursement of expenses if the customer expected or should have expected not to receive the service.
- g. In particular, the claim does not apply to delivery items that were subject to the reservation of self-supply.
- h. Furthermore, there shall be no claim for reimbursement of expenses if the expenses are clearly disproportionate to the service not rendered. This shall apply in particular if the customer could have easily obtained comparable delivery items from competitors.
- i. Claims for lost profits, loss of use, business interruption and own work performance are not covered by the reimbursement of expenses.
- j. If the customer has benefited from its expenses or could have benefited from them, the possible claim for reimbursement of expenses shall be reduced accordingly.

14.9. Compensation in lieu of performance

- a. The customer must expressly set HIK GmbH a reasonable grace period for subsequent performance in writing. A grace period shall only be effective if the performance owed was due at the time the grace period was set.
- b. The grace period must clearly specify the required performance and clearly indicate the end of the period. The reasonable grace period must take into account that the delivery items usually still have to be manufactured.
- c. The customer is not entitled to claim damages in lieu of performance for partial deliveries received that are free of defects.
- d. If the customer has legally asserted a claim for damages instead of performance, the customer's claims for damages instead of performance shall be limited to the difference between a potentially higher purchase price for a replacement product of the same type and quality from the same country of origin and the purchase price agreed in the order confirmation.
- e. The customer shall have no further claims for financial losses incurred by the customer due to non-delivery, in particular for loss of use, business interruption or loss of profit. This exclusion shall not apply if HIK GmbH has caused the damage to the customer intentionally or through gross negligence.
- f. The aforementioned limitations of liability shall not apply to claims for damages by natural persons due to injury or impairment to life, limb or health, or to mandatory claims (Liability Act, Product Liability Act).

14.10. Damages for breach of duty

- a. If HIK GmbH is responsible for the non-fulfilment or poor fulfilment of the delivery obligation, claims for loss of use, business interruption or loss of profit are excluded. This exclusion does not apply if HIK GmbH has caused the damage to the customer intentionally or through gross negligence.
- b. If HIK GmbH is not the manufacturer of the delivery items, it shall not be held responsible for any fault on the part of the manufacturer.

15. Liability for damage not affecting the delivery item itself

- a. Claims for damages for damage not occurring to the delivery item itself shall only be made against HIK GmbH if HIK GmbH can be charged with gross negligence or intent for the occurrence of the damage.
- b. The customer shall not be entitled to claim damages if they did not inform HIK GmbH at the time of ordering that a defective delivery could result in

significant financial loss. Significant financial loss is defined as an amount exceeding EUR 50,000.

- c. Claims by the customer for financial losses, in particular for lost profits, loss of production or business interruption, are hereby expressly excluded.
- d. HIK GmbH shall not be liable for financial losses incurred by the customer as a result of claims by third parties. HIK GmbH shall in particular for damages caused by the customer waiving their immediate obligation to inspect and give notice of defects to their customer or assuming this obligation for their customer.
- e. The possible claims for damages by the customer are limited to EUR 100,000.
- f. Insofar as the liability of HIK GmbH is excluded or limited, the exclusions and limitations of liability shall also apply in favour of the authorised representatives of HIK GmbH, its executives, employees, vicarious agents and assistants.
- g. The aforementioned limitations of liability shall not apply if claims are asserted due to death, bodily injury, damage to health or mandatory claims (e.g. Product Liability Act, Liability Act).
- h. Furthermore, the aforementioned limitations and exclusions of liability shall not apply if HIK GmbH can be charged with gross negligence or intent for the occurrence of the damage.
- i. The limitation period for claims for damages that do not relate to a defect or damage to the delivery item itself begins in accordance with the statutory provisions (Section 199 of the German Civil Code (BGB)) and, in deviation from Section 195 BGB, is one year. The limitation period of one year does not apply if claims are asserted due to death, bodily injury, health impairments or claims under mandatory provisions (e.g. Product Liability Act, Liability Act).

16. Framework agreements with purchase obligation

- a. If we have concluded a framework agreement with the customer with a purchase obligation and the customer has not made the agreed call-offs within 12 months, we are entitled to deliver the agreed delivery quantity to the customer and to invoice the delivery quantity, even if the customer refuses to accept the goods.

17. Export, export control

- a. The delivery items are intended to remain in the country of delivery agreed with the purchaser. Delivery items that are subject to embargo regulations may not not be exported by the customer from the agreed country of delivery.

- b. The purchaser hereby assures that it will comply with all export regulations and embargo regulations, in particular German, European and American export controls and embargo regulations. If the customer culpably violates this obligation, it shall indemnify HIK GmbH against all third-party claims, including any fines, and shall also bear the costs of legal defence.
- c. It is the responsibility of the customer to inform themselves about the relevant export and/or import regulations or restrictions and, if necessary, to obtain the relevant permits at their own expense and risk.

18. Disposal

- a. Where required by law, the customer is obliged to dispose of delivery items that fall under the ElektroG, BatterieG or VerpackungsVO in accordance with all legal provisions on their own responsibility. The customer is advised that when using individual components supplied by HIK GmbH, they themselves are the manufacturer of the electrical or electronic equipment and are therefore responsible for the above obligations. The customer assumes all related obligations, e.g. payment, organisational and notification obligations, to the extent permitted by law.

19. Force majeure

- a. If HIK GmbH fails to deliver goods or provide services due to force majeure, such as natural disasters, epidemics, war, armed conflict, civil war, revolution, terrorism, sabotage, nuclear/reactor accidents, labour disputes, disruption of supply chains, disruption of logistics chains, increase in energy costs (including electricity and gas) by more than 3 per cent per year, or other events beyond the control of HIK GmbH, HIK GmbH shall be released from its performance obligations for the duration of the event and the delivery period shall be extended accordingly.
- b. HIK GmbH shall notify the customer of the beginning and end of such circumstances as soon as possible.
- c. If the duration of the event exceeds a period of 3 months, HIK GmbH shall also be entitled to terminate the contract.

20. Contract language, applicable law, place of jurisdiction

- a. The contract language is German, unless otherwise agreed.
- b. All claims arising from or in connection with deliveries and services provided by HIK GmbH, regardless of their legal basis, shall be governed by the laws of Germany, with the exception of conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

- c. The place of jurisdiction for all disputes arising from or in connection with deliveries or services provided by HIK GmbH is the registered office of HIK GmbH in 64760 Oberzent, Germany.
- d. In case of discrepancies between the German and English version of this document, the German version shall prevail.