

## **General Terms and Conditions of Purchase of WM-Kabeltechnik GmbH**

### **1. General and Scope of Application**

These Terms and Conditions of Purchase apply exclusively to all deliveries and services to WM-Kabeltechnik GmbH, Albstadt (hereinafter "WM-Kabeltechnik"). Deviating or contrary conditions of the supplier will not be recognized by WM-Kabeltechnik unless expressly agreed to in writing. These Terms and Conditions of Purchase also apply to future business transactions with the supplier, even if not explicitly agreed upon again.

### **2. Orders and Order Confirmations**

Orders and amendments are legally binding only when confirmed in writing or electronically by WM-Kabeltechnik's purchasing department. Unless the supplier objects within three working days, orders shall be deemed accepted.

### **3. Prices and Terms of Payment**

The agreed prices are fixed and include packaging, delivery, and additional costs in accordance with the agreed Incoterms® 2020 of the ICC. Payment periods commence upon receipt of goods and invoice, with payments made within 14 days at a 3% discount or net within 30 days. Payments are subject to invoice verification and do not imply final acceptance.

### **4. Delivery Dates and Delays**

Agreed delivery dates are binding. Compliance with delivery dates is determined by receipt of goods at WM-Kabeltechnik or the designated receiving point. WM-Kabeltechnik must be informed immediately in writing of any potential delays. In case of delays, WM-Kabeltechnik reserves the right, without further notice, to procure elsewhere and charge any additional costs incurred to the supplier.

### **5. Quality and Documentation**

Deliveries must comply with the agreed specifications and standards. The supplier is obliged to provide documented evidence of a quality management system and to supply quality documentation upon request. A separate quality assurance agreement may be concluded.

### **6. Warranty and Liability for Defects**

WM-Kabeltechnik inspects goods promptly upon receipt for quality and completeness. Obvious defects will be reported immediately, hidden defects within a reasonable period upon discovery. The supplier is liable for all costs incurred in connection with defective deliveries. The warranty period generally amounts to 36 months from receipt of goods.

### **7. Product Liability and Insurance Coverage**

The supplier indemnifies WM-Kabeltechnik against third-party claims arising from product liability, provided the cause lies within the supplier's sphere of responsibility. The supplier undertakes to maintain adequate product liability insurance, including recall costs, with a minimum coverage of EUR 3 million per incident.

### **8. Intellectual Property Rights**

The supplier warrants that the use of the delivered goods does not infringe third-party rights. In case of infringement, the supplier indemnifies WM-Kabeltechnik from third-party claims and agrees to either secure usage rights or modify the delivered goods accordingly.



## **9. Confidentiality and Data Protection**

The supplier is obliged to maintain confidentiality regarding all technical and commercial information obtained in the course of the business relationship and to use it solely for purposes of cooperation.

## **10. Retention of Title and Provision of Materials**

Materials provided by WM-Kabeltechnik remain the property of WM-Kabeltechnik and may only be used for the agreed production. The supplier is liable for loss or damage to these materials.

## **11. Force Majeure**

In case of force majeure such as natural disasters, labor disputes, or government actions, WM-Kabeltechnik is entitled to fully or partially withdraw from the contract if such events last a significant duration.

## **12. Final Provisions**

Should individual provisions of these Terms and Conditions of Purchase become invalid, the validity of the remaining provisions shall remain unaffected. Invalid provisions shall be replaced by legally permissible regulations that most closely match the economic intent.

## **13. Place of Jurisdiction and Applicable Law**

The exclusive place of jurisdiction is the registered office of WM-Kabeltechnik GmbH in Albstadt. All legal relationships shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

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