

## **General Terms and Conditions of Delivery and Payment of WM-Kabeltechnik GmbH**

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

These General Terms and Conditions (GTC) apply exclusively to all deliveries, services, and offers provided by WM-Kabeltechnik GmbH. We do not recognize conflicting or deviating terms and conditions of the customer unless we have expressly agreed to their validity in writing. Our GTC also apply to all future business relationships, even if they are not explicitly agreed upon again. Acceptance of delivered goods or services constitutes acknowledgment of these terms.

### **2. Quotations and Conclusion of Contract**

Our quotations are non-binding and subject to confirmation. A contract is only concluded when we provide written confirmation of the order or deliver the ordered goods. Changes, additions, and supplementary agreements are only effective if expressly confirmed in writing. Technical data, drawings, images, and specifications regarding dimensions and weights are only binding if explicitly agreed upon in writing..

### **3. Prices**

Unless otherwise agreed, our prices are non-binding and apply ex works, excluding packaging. The statutory value-added tax (VAT) will be added to all prices. Costs for packaging and transport will be invoiced separately. We expressly reserve the right to adjust prices due to increased material or labor costs, particularly when there is a period of more than three months between the conclusion of the contract and delivery.

### **4. Delivery Times and Conditions**

Delivery dates and deadlines are only binding if expressly agreed upon in writing. In cases of force majeure, including strikes, lockouts, governmental orders, or other unforeseen, unavoidable events that make delivery difficult or impossible, the delivery period shall be extended accordingly. If such delays persist for longer than three months, both parties are entitled to withdraw from the contract after a reasonable notice period. Claims for damages by the customer due to delivery delays are excluded unless we act intentionally or with gross negligence.

### **5. Transfer of Risk**

The risk of accidental loss or accidental deterioration of the goods passes to the customer as soon as the goods are handed over to the transport company or leave our warehouse. If shipment is delayed due to reasons attributable to the customer, the risk passes with notification of readiness for shipment.

### **6. Warranty**

We warrant that our products are free from material defects at the time of risk transfer. The warranty period is generally 24 months from the date of delivery. The customer is obliged to inspect the delivered goods immediately upon receipt and report any apparent defects within 10 days in writing. Hidden defects must be reported promptly upon discovery. We reserve the right to either repair the defective goods or deliver replacements. If rectification or replacement fails twice, the customer may demand a price reduction or withdraw from the contract. Liability for normal wear and tear or improper use is excluded.

### **7. Retention of Title**

Delivered goods remain our property until all current and future claims arising from the business relationship have been fully settled. The customer is entitled to process and resell reserved goods in the ordinary course of business, provided they are not in payment default. The customer hereby assigns all claims arising from resale to us. The customer must notify us immediately of any third-party access to reserved goods.



## **8. Payment Terms**

Our invoices must be paid net within 30 days of the invoice date. Deviating payment terms are valid only if expressly agreed upon in writing. In the event of payment delay, we are entitled to charge default interest at a rate of 8 percentage points above the base interest rate of the European Central Bank. If we have doubts regarding the customer's solvency or creditworthiness, we are entitled to demand advance payments or securities..

## **9. Liability and Product Liability**

Our liability for damages, irrespective of the legal grounds, is limited to cases of intent or gross negligence. The customer indemnifies us against all third-party product liability claims insofar as the liability results from defects in a product from the customer or a third party.

## **10. Intellectual Property Rights**

We guarantee that the delivered goods are free from third-party intellectual property rights. If this is not the case, we will either secure the necessary usage rights for the customer or modify the goods so that they no longer infringe upon any third-party rights..

## **11. Confidentiality**

Information provided by the customer is considered confidential only if explicitly agreed upon in writing.

## **12. Withdrawal from Contract**

Withdrawal from the contract by the customer is only possible with our express consent. In the case of an approved withdrawal, the customer is obligated to pay reasonable compensation amounting to 10% of the order value.

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

The exclusive jurisdiction for all disputes arising from the contractual relationship is our company's registered office in Albstadt. All legal relationships are governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

## **14. Severability Clause**

If individual provisions of these terms and conditions are invalid, the validity of the remaining provisions remains unaffected. The parties undertake to replace the invalid provision with a legally permissible regulation that comes as close as possible to the economic purpose of the invalid provision..

Effective as of: June 2025 WM-Kabeltechnik GmbH Albstadt