

I. General, scope of application, special features for cable and rope spools, web shop

1. Our General Terms and Conditions (GTC) apply exclusively to all contracts and deliveries and other services, including planning, engineering and consulting services. We do not recognise any general terms and conditions of business of the customer that conflict with or deviate from our GTC, even if we do not separately object to their validity in individual cases. Our General Terms and Conditions shall also apply if we carry out the delivery or service to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our General Terms and Conditions.
2. Our General Terms and Conditions shall also apply as a framework agreement to future contracts for the sale or delivery of movable goods as well as the provision of planning, engineering and consulting services with the same customer without us having to refer to them again in each individual case.
3. Our General Terms and Conditions shall only apply to entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 of the German Civil Code (BGB).
4. For the transfer of cable and rope spools owned by Kabeltrommel Gesellschaft mit beschränkter Haftung & Co. Kommanditgesellschaft (Local Court Siegburg, HRA 5205) (KTG), we refer to the Terms and Conditions for the Provision of Cable and Rope Reels of KTG from June 2014, which are insofar part of our General Terms and Conditions and are available for download on the internet at <http://www.kabeltrommel.de>. Should contradictions arise between our GTC and the aforementioned conditions of KTG, the conditions of KTG shall prevail. **In addition, we expressly point out that in the case of cable and rope spools supplied by KTG, the purchaser is obliged to pay a rent to KTG after the expiry of a rent-free period.**
5. For all contracts concluded via our web shop, the special provisions of section XII of our GTC, in particular on the conclusion of contracts, shall also apply.

II. Offer and Conclusion, Limited Power of Representation of our Employees

1. Our offers are subject to change.
2. The documents on which the offers are based, such as illustrations, drawings, weights and dimensions, are only approximate, unless the usability for the contractually intended purpose requires exact conformity. The aforementioned documents, such as illustrations, drawings, weights and dimensions, are not guaranteed quality features, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose.
3. All agreements made between us and the customer for the purpose of executing the contract concluded shall be set down in writing in the contract together with the GTC. The contract, including the GTC, shall fully reflect all agreements between the contracting parties regarding the subject matter of the contract. Verbal promises made by us prior to the conclusion of this contract are not legally binding and verbal agreements between the contracting parties shall be replaced by the written contract unless it is expressly stated in each case that they shall continue to be binding.
4. Supplements or amendments to the agreements made, including these general terms and conditions, must be in writing in order to be effective. With the exception of managing directors and authorised signatories, our employees or commercial agents may not make any verbal subsidiary agreements or give any assurances that go beyond the written contract. Such ancillary agreements or assurances must always be confirmed in writing by our managing directors or authorised signatories. Transmission by telecommunication, in particular by fax or e-mail, shall be sufficient to comply with the written form, provided that a copy of the signed declaration is transmitted.
5. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties. This applies in particular to such written documents which are designated as "confidential"; the customer must obtain our express written consent before passing them on to third parties.

III. Delivery and performance time, delays in delivery, liability in case of delay in delivery, withdrawal

1. In the case of call-off orders without agreement on duration, delivery quantity or delivery dates, we may request a binding stipulation of this in writing no later than three months after dispatch of the order confirmation. If the customer does not comply with this request within three months after assertion, we are entitled to set a two-week grace period in writing and, after its expiry, to withdraw from the contract or to reject the delivery and to claim damages for non-performance.
2. Compliance with our delivery and performance obligations presupposes the timely and proper fulfilment of the purchaser's obligations.
3. The delivery period shall be extended - also within a delay - by the duration of the temporary disruptions of performance caused by the following circumstances, namely in the event of force majeure and all unforeseen hindrances occurring after conclusion of the contract for which we are not responsible, in particular operational disruptions, strike, lockout or disruption of traffic routes, insofar as such hindrances demonstrably have a significant influence on the delivery of the sold item. This also applies if these circumstances occur at our suppliers and their sub-suppliers. We shall inform the customer of the beginning and end of such hindrances as soon as possible.
4. We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract and for which we are not responsible. Insofar as such events make it considerably more difficult or impossible for us to deliver or perform and the hindrances are not only of temporary duration, we shall be entitled to withdraw from the contract. If the purchaser cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by means of an immediate written declaration to us.
5. The purchaser's claims for damages due to delayed delivery shall only exist in accordance with clause XIII and are otherwise excluded.

IV. Technical Acceptance Tests by the Purchaser or a Representative of the Purchaser

If the Purchaser requests acceptance tests (e.g. material, functional and measurement tests, etc.) prior to acceptance of the work (delivery or service), the nature and scope of such tests shall be agreed separately. The costs of such tests shall be borne by the customer.

V. Delivery, Place of Performance, Transfer of Risk, Acceptance, Default of Acceptance

1. Delivery shall be made ex warehouse, which is also the place of performance.
2. At the request and expense of the customer, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. We shall only insure the consignment against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the customer and at the customer's expense.
3. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover.
4. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.
5. If the customer is in default of acceptance or culpably violates other duties to cooperate, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the customer at the point in time at which the customer is in default of acceptance.
6. If acceptance has been agreed or if we owe more than just installation or assembly as an ancillary service, acceptance shall be decisive for the transfer of risk. Acceptance shall be deemed to have taken place if the customer is in default of acceptance.
7. If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). Storage costs after the transfer of risk shall be borne by the

customer. In the event of storage by us, the storage costs shall amount to 0.25 % of the invoice amount of the delivery items to be stored per expired week. We reserve the right to claim and prove further or lower storage costs.

8. The export of certain goods may, for example, be subject to authorisation requirements due to their nature, their intended use or their final destination. In the case of exports, the Buyer's attention is drawn to the relevant national and international export regulations, such as the export control regulations of the European Union.

VI. Prices and payment

1. In the case of delivery, our prices shall apply "ex works" excluding value added tax at the statutory rate, packaging, transport and insurance, unless otherwise stated in the order confirmation.
2. The deduction of a cash discount requires express agreement.
3. In the case of contracts with an agreed delivery or performance period of more than four months, we reserve the right to increase our prices (wages) appropriately if cost increases occur, in particular due to collective wage agreements or material price increases. We shall provide evidence of such increases to the customer upon request.
4. If the customer is in default of payment, we shall be entitled to claim damages for default and any other damages in accordance with the statutory provisions.
5. The customer shall only be entitled to set-off rights and rights of retention if his counterclaims have been legally established or are undisputed.

VII. Retention of Title

1. We reserve title to the goods delivered by us until receipt of all payments arising from the delivery contract and until fulfilment of all claims to which we are entitled within the framework of the business relationship, including future claims, also from contracts concluded at the same time or at a later date. If there is a current account relationship between us and the customer, the retention of title refers to the recognised balance.
2. In the event of a breach of contract and culpable violation of important contractual obligations on the part of the customer, in particular in the event of default in payment, we shall be entitled to take back the goods delivered under retention of title if the conditions for withdrawal from the contract exist. The taking back as well as the seizure of delivered goods by us shall constitute a withdrawal from the contract. After taking back delivered goods, we shall be entitled to realise them; the realisation proceeds shall be credited against the customer's liabilities - less reasonable realisation costs.
3. In the event of seizures or other interventions by third parties, the customer must inform us immediately in writing so that we can take legal action in accordance with section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action in accordance with section 771 ZPO, the customer shall be liable for the loss incurred by us.
4. The customer is entitled to resell delivered goods in the ordinary course of business; however, he already now assigns to us all claims in the amount of the final invoice amount (including value added tax) of our claims which accrue to him from the resale against his customers or third parties, irrespective of whether the delivered goods have been resold without or after processing or mixing. We accept the assignment. The customer shall remain authorised to collect the claims even after the assignment.
Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, no application for the opening of insolvency or composition proceedings has been filed or payments have not been suspended. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
5. The processing or transformation of delivered goods by the customer shall always be carried out on our behalf. If the delivered goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods delivered by us to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the goods delivered subject to reservation of title.
6. If the delivered goods are inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the delivered goods to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer transfers co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for us.
7. The customer also assigns to us the claims to secure our claims against him which arise against a third party through the connection of the object of sale with a property. We accept the assignment.
8. We undertake to release the securities to which we are entitled at the request of the customer insofar as the realisable value of our securities exceeds the claims to be secured by more than 20 %; the choice of the securities to be released is incumbent on us.

VIII. Installation and Assembly

Unless otherwise agreed, the following provisions shall apply to any kind of installation and assembly:

1. The purchaser shall take over and/or provide in good time at its own expense:
 - a) auxiliary personnel with tools in the required number,
 - b) all ancillary work outside the trade, including the building materials required for this purpose, as well as the commodities and materials required for assembly and commissioning,
 - c) operating power, water, heating and lighting,
 - d) suitable rooms for the storage of machine parts etc. as well as recreation rooms for our assembly personnel,
 - e) protective clothing and protective devices which are necessary due to special circumstances at the construction site and which are not customary for us in the industry.
2. If the installation, assembly or commissioning is delayed as a result of a default in acceptance on the part of the customer, an act of cooperation omitted by the customer or for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses.

IX. Packaging

1. Packaging will be charged separately.
2. Insofar as a suitable disposal company is involved in the disposal in accordance with the Packaging Ordinance in its valid version, the ordering party is obliged to keep the packaging material ready and to hand it over to the disposal company. Insofar as the purchaser agrees with us to waive his right of return in return for the granting of a flat-rate disposal fee, he shall be obliged to hand over the used packaging to a recognised disposal company which guarantees orderly disposal in accordance with the provisions of the Packaging Ordinance.
3. Reusable packaging shall only be made available to the customer on loan. The customer shall notify us in writing within fourteen days of the return of the packaging unit and make the packaging available. If this is not done, we shall be entitled to demand 10% of the purchase price for each week after the third week (but no more than the full purchase price) as a fee after issuing a reminder or to invoice the value of the packaging, which shall be due for payment immediately upon receipt.
4. Cable drums owned by KTG or other third parties are delivered in the name and on behalf of these owners and according to their conditions. It is pointed out that KTG or other suppliers of cable drums charge rental fees in case of non-timely return, which have to be borne by the purchaser as far as they are attributable to him (cf. for KTG also clause I.4).
5. For plastic cable reels up to 600 mm diameter manufactured by KTG, KTG's terms and conditions shall apply insofar as the Purchaser is not required to take back more than this in accordance with the Packaging Ordinance in its valid version. Section IX.2 sentence 1 applies accordingly.

X. Warranty Claims, Statute of Limitations

1. Unless otherwise stipulated below, the statutory provisions shall apply to the purchaser's rights in the event of material defects and defects of title.

2. In the event of a defect in the object of sale or in our services, we shall initially be entitled, at our discretion, to deliver a defect-free object (replacement delivery), to produce a new work in the case of a contract for work and services or to remedy the defect (subsequent improvement). In our choice of the type of subsequent performance (replacement delivery/new production, subsequent delivery), we shall take into account the type of defect and the justified interests of the ordering party.
3. In the event of subsequent performance owed by us, the customer shall be entitled to retain an appropriate part of the remuneration in relation to the defect.
4. The customer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the customer shall return the defective goods to us in accordance with the statutory provisions.
5. We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if a defect is actually present. However, if a request by the customer to remedy a defect turns out to be unjustified, we may demand reimbursement of the resulting costs from the customer.
6. If the supplementary performance has failed or if a reasonable deadline to be set by the customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions or if the supplementary performance is refused without justification, the customer may withdraw from the purchase contract or the contract for work and services or reduce the purchase price or the remuneration for work and services. In the event of an insignificant defect, however, there shall be no right of withdrawal.
7. Claims of the customer for damages or reimbursement of futile expenses due to material defects or defects of title shall only exist in accordance with section XIII and shall otherwise be excluded.
8. The general limitation period for claims arising from material defects and defects of title shall be one year from delivery. In the case of a contract for work and services, the limitation period shall commence upon acceptance. However, if the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be five years from delivery, handover of the property or acceptance in accordance with the statutory regulation. Also unaffected are special statutory regulations for claims for surrender in rem by third parties, claims in supplier recourse in the case of final delivery to a consumer, the special statutory regulations if we act fraudulently, and the limitation periods under the Product Liability Act.

XI. Special Provisions for the Provision of Software

1. The above provisions of these General Terms and Conditions shall apply to software transferred or provided to the customer in connection with other goods (switchgear, control modules), unless otherwise stipulated below.
2. The transfer or assignment of the software shall be made in accordance with sections 69 a et seq. of the German Copyright Act (UrhG). Unless otherwise expressly agreed, we shall not transfer to the customer any rights of use and exploitation that go beyond the use of the software package received in the switchgear/control modules sold. The purchaser may use the already existing functions of the software without restriction and adjust them to his operational needs. Any type of programming activity going beyond the permissions of sections 69 a ff. UrhG (German Copyright Act), such as the further data-related adaptation of the software to the intended use of the Purchaser as well as the further development of the software, shall be carried out exclusively by the manufacturer of the software.
3. The Purchaser may resell the software to third parties. If he sells software individually, he shall delete the sold software on his hardware. He shall destroy any backup copy.
4. Unless expressly agreed otherwise, the customer shall have no claim to the surrender of the source code of the software provided or transferred.
5. Copyright usage and exploitation rights which are granted on a permanent basis (one-time remunerated permanent software transfer) are freely revocable until full payment of the purchase price and/or the licence fee. The Purchaser shall be entitled to resell the delivered goods including the surrendered software in the ordinary course of business. In this case, the customer shall be authorised to grant the purchaser those rights of use and exploitation to which the customer would be entitled in the event of full payment of the purchase price and/or the licence fee. However, the purchaser hereby assigns to us all claims in the amount of the final invoice amount (including value added tax) of our claims which accrue to him from the resale against his customers or third parties, irrespective of whether the delivered goods have been resold without or after processing. The customer shall remain authorised to collect this claim even after the assignment. In all other respects, the provisions of Clause VII shall apply mutatis mutandis.
6. The purchaser is aware that software programs cannot be issued free of errors. With regard to the delivery of the software, we do not warrant that the software will operate without interruption or error in every respect and that the functions contained therein can be executed in all conceivable combinations, insofar as the suitability of the software for normal or contractually assumed use is only insignificantly impaired by restrictions in this respect. In the case of software errors which do not or not only insignificantly impair the contractual use, the defect may also be remedied by giving instructions on how to eliminate or avoid the effects of the error. The warranty does not cover the elimination of defects caused by normal wear and tear, external influences, operating and maintenance errors.
7. We shall not be liable for any damage resulting from any modification or processing of the source code carried out by the customer or at the customer's instigation by a third party, in particular to the software and to the other items of delivery and performance.

XII. Special provisions for transactions in the web shop

1. Registration for our web shop is free of charge. There is no entitlement to admission to our web shop. **Only entrepreneurs within the meaning of section 14 BGB (German Civil Code), legal entities under public law or special funds under public law within the meaning of section 310 BGB are entitled to participate.** For admission, the registration form available on our website must be completed in full electronically and the registration sent to us. The data required for registration must be provided completely and truthfully. The customer will then receive the access data from us by e-mail. The customer is obliged to keep the password secret and not to disclose the password to third parties under any circumstances.
2. Registration with us does not constitute any obligation to purchase the goods offered by us.
3. The presentation of our goods in the web shop does not constitute a binding offer on our part. Only the order of goods by the customer is a binding offer according to section 145 BGB. The customer can select products from our range and collect them in a so-called shopping cart by clicking on the button showing a shopping cart. By clicking on the shopping cart symbol, the customer is taken to the further steps of the ordering process. Before submitting the order, the customer can view and change details such as name, address and ordered items at any time. By clicking on the button "order with obligation to pay", the customer makes a binding offer to purchase the goods in the shopping basket.
4. The contract is only concluded when we send an order confirmation with all order data, which we send automatically by separate e-mail.
5. During the initiation, conclusion, processing and reversal of a purchase contract, we collect, store and process data in accordance with the statutory provisions. When visiting our Internet offer, the IP address currently used by the customer's PC, the date and time, the browser type and the operating system of the PC as well as the pages viewed by the customer are logged. However, this does not allow us to draw any conclusions about personal data, nor is this intended. We have issued a data protection declaration in this regard, which can be viewed on our website and is available as a download.
6. Insofar as we refer or link from our website to the websites of third parties, we cannot assume any guarantee or liability for the correctness or completeness of the contents and the data security of these websites. Since we have no influence on the compliance with data protection regulations by third parties, the customer should check the respective data protection declarations offered separately.

XIII. General limitation of liability

1. Our liability for damages, irrespective of the legal grounds, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with the provisions of this section XIII, insofar as fault is involved in each case.
2. We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees and other vicarious agents, insofar as this does not involve a breach of material contractual obligations (obligations the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the contractual partner regularly relies on and may rely on, e.g. timely delivery of defect-free goods).

3. Insofar as we are liable on the merits for damages in accordance with section XIII.2 above, this liability shall be limited to damages which we foresaw as a possible consequence of a breach of contract at the time the contract was concluded or which we should have foreseen if we had exercised due care. Indirect damage and consequential damage resulting from defects in the goods shall also only be eligible for compensation insofar as such damage is typically to be expected when the goods are used as intended. This does not imply a change in the burden of proof to the detriment of the customer.
4. The above exclusions and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.
5. The limitations of this section XIII shall not apply to our liability for intentional or grossly negligent conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

XIV. Place of jurisdiction, applicable law

1. The law of the Federal Republic of Germany shall apply to the terms and conditions and the entire legal relationship between us and the customer. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. If the customer is a merchant, a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between us and the customer shall be Rheine or the registered office of the customer, at our discretion. However, Rheine shall be the exclusive place of jurisdiction for actions against us in these cases. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.