

GENERAL TERMS AND CONDITIONS OF SALE

KERPEN DATACOM GmbH

Version: 1 September 2026

1. Scope of Application

- 1.1 These General Terms and Conditions of Sale apply to all contracts, contractual declarations, deliveries and services of KERPEN DATACOM GmbH (hereinafter "KERPEN"), unless expressly agreed otherwise. They shall also apply to all future deliveries, services or offers of KERPEN, even if they are not separately agreed again. However, these Terms and Conditions shall not apply to consumers within the meaning of Section 13 of the German Civil Code (BGB).
- 1.2 The Purchaser's general terms and conditions shall not apply, even if KERPEN has not expressly objected to their application in the individual case. Even if KERPEN refers to correspondence that contains or refers to general terms and conditions of the Purchaser or a third party, this shall not constitute consent to the application of those terms and conditions. The same shall apply to deliveries or payments.

2. Definitions

Some of the terms used in KERPEN's contractual documents are not used consistently within the industry. Nevertheless, in the interests of a transparent business relationship and clear customer communication, KERPEN endeavours to use consistent terminology. To avoid difficulties of interpretation, express reference is made to the following definitions. These definitions form part of the contract. Where the terms defined below are used in contractual documents, they shall have the meanings set out below:

Net Price: In the case of copper cables, the Net Price generally comprises the Base Price and the Copper Surcharge.

Base Price: The Base Price is the price of the cable excluding the separately calculated Copper Surcharge.

Copper Surcharge: The Copper Surcharge is calculated from the difference between the KERPEN DATACOM Quotation and the Copper Base, applied to the agreed Copper Number. The calculation is as follows:
$$\text{Copper Surcharge [€/km]} = \text{Copper Number [kg/km]} \times (\text{KERPEN DATACOM Quotation [€/100 kg]} - \text{Copper Base [€/100 kg]}) / 100$$

KERPEN DATACOM Quotation: The KERPEN DATACOM Quotation [€/100 kg] is a base price for copper determined daily by KERPEN on the basis of recognised exchange quotations and customary market price components. The KERPEN DATACOM Quotation applicable at the relevant time will be communicated to Purchasers upon request.

Copper Base: The Copper Base is a notional unit value [€/100 kg] for copper agreed with the customer, irrespective of the actual quotation. The Base Price is calculated using this unit value in order to make offers comparable. The Net Price actually payable may be significantly higher or lower depending on the actual copper quotation. The Base Price does not indicate the specific invoice amount.

Copper Number: The Copper Number is a purely commercial calculation parameter used to calculate the total price of a cable. Although it is commonly expressed in kg/km within the industry, the Copper Number does not indicate the quantity or weight of the copper actually contained in the cable. It is a purely calculational factor.

Nominal: Describing a figure as "nominal" means that it is an abstract figure representing the value that generally applies under the relevant standard or is normally observed on the basis of experience.

3. Conclusion of Contract / Delivery

- 3.1 Supply contracts (order and acceptance) must be in writing. Any arrangements or agreements made otherwise in an individual case shall be confirmed in detail in writing without undue delay. Orders must conform to KERPEN's offer or expressly identify any deviations.
- 3.2 Unless otherwise agreed, call-off orders must be scheduled, and the goods accepted, by the Purchaser within six months of conclusion of the contract or KERPEN's order confirmation. Upon expiry of the period for acceptance, or if the Purchaser fails to use an agreed call-off within six months of placing the order, KERPEN shall be entitled, after setting a grace period of two weeks and at KERPEN's option, to demand immediate acceptance and payment of the goods, to rescind the contract or to claim damages for non-performance.
- 3.3 Partial deliveries and lot sizes: KERPEN shall be entitled to make partial deliveries, provided that these are reasonable for the Purchaser and no express agreement to the contrary has been made. Excess or short deliveries customary in the industry of up to 10 % of the contractual quantity shall not constitute a defect; invoicing shall be based on the quantity actually delivered. Deviations from the nominal individual length may be up to 5 %.
- 3.4 Unless binding delivery times have been agreed, stated delivery periods indicate approximately when delivery ex works will take place after all production requirements have been met. KERPEN gives no warranty as to any particular transport time.
- 3.5 Compliance with agreed delivery periods is subject to the Purchaser's timely performance of its duties to cooperate, including in particular KERPEN's receipt of all documents, plans, drawings, data, materials, necessary permits and approvals to be supplied by the Purchaser, and compliance with the agreed payment terms. If these requirements are not met in good time, the periods shall be extended by a reasonable period; this shall not apply if KERPEN is responsible for the delay.
- 3.6 Force majeure, industrial disputes, civil unrest, official measures, pandemics or officially ordered plant closures, cyberattacks on critical infrastructure and other unforeseeable, unavoidable and serious events ("Force Majeure") shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effects. Force Majeure affecting a supplier of KERPEN, and any resulting delay in delivery by KERPEN, shall be treated in the same way as Force Majeure directly affecting KERPEN. This shall also apply if such events occur when the affected contracting party is

already in default, unless that party caused the preceding default intentionally or by gross negligence. To the extent reasonable, the contracting parties shall provide the necessary information without undue delay and adapt their obligations to the changed circumstances in good faith. If delivery becomes impossible as a result of force majeure, KERPEN's obligation to deliver shall cease. The Purchaser shall have no claims for damages in such cases.

- 3.7 If KERPEN defaults in the performance of its contractual obligations, KERPEN shall be liable only for direct loss caused by the delay that is to be regarded as foreseeable according to customary industry standards. Unless KERPEN is guilty of intent or gross negligence, KERPEN's liability shall be limited to the order value of the individual order concerned. Liability for production stoppage, loss of profit, any indirect loss caused by delay and any other consequential or pure economic loss is excluded. This exclusion shall not apply in cases of gross negligence or intent.
- 3.8 If the Purchaser is in default of acceptance, KERPEN shall be entitled to charge the Purchaser – commencing two weeks after notification of readiness for dispatch – the storage costs incurred, but no less than 0.5 % of the invoice amount for each month or part thereof, up to a maximum of 10 % of the agreed price. The Purchaser shall be entitled to prove that no loss or a lesser loss has been incurred.
- 3.9 The Purchaser shall independently and in good time take all measures required to import the goods covered by the supply contract into the Purchaser's country. If the Purchaser becomes aware of any circumstances that impede importation, it shall inform KERPEN without undue delay. If procurement of the required import documents is uncertain, KERPEN shall be entitled to rescind the contract after setting a deadline of two weeks.
- 3.10 For deliveries to countries of the European Union, the Purchaser shall be obliged to notify KERPEN of its VAT identification number at the time of the order. If the Purchaser fails to provide this number or provides it incorrectly, KERPEN shall be entitled to claim damages; the defence of contributory negligence is excluded.
- 3.11 Where delivery is not made under a DAP clause and KERPEN does not itself arrange the transport, the Purchaser shall provide KERPEN, within four weeks after the goods are handed over to the carrier, with the receipted CMR consignment note or a proper confirmation of arrival (Gelangensbestätigung) pursuant to Section 17a of the German VAT Implementing Ordinance (UStDV). The confirmation of arrival must state the description and quantity of the goods and the place and month in which the goods were received in the country of destination and must be signed by the recipient. If the Purchaser fails to comply with this evidentiary obligation within the specified period, KERPEN shall be entitled to issue a new invoice for the delivery concerned showing statutory VAT; the Purchaser shall pay the VAT amount shown. In addition, the Purchaser shall compensate KERPEN for any loss caused by the late provision or non-provision of such evidence, including in particular any default interest payable to the tax authorities.

4. Prices and Payment

- 4.1 All prices are based on the costs prevailing when the supply contract is concluded. If the agreed delivery takes place more than three months after conclusion of the supply contract and material, labour or other costs change significantly by the date on which the goods are manufactured, KERPEN shall be entitled to adjust the price in line with the change in costs. Cost reductions shall be passed on to the Purchaser to the same extent. KERPEN shall inform the Purchaser in writing of any intended price increase and the grounds for it no later than four weeks before the delivery falls due. If the price increase exceeds 5 % of the price originally agreed, the Purchaser shall have the right to terminate the individual order concerned in writing within 14 days after notification.
- 4.2 Prices are quoted DAP KERPEN (Incoterms 2020), plus VAT at the rate applicable from time to time. Unless otherwise agreed, packaging and freight costs shall be borne by the Purchaser.
- 4.3 Returnable packaging, in particular reels, drums and barrels ("Returnable Packaging"), will be invoiced separately and shall be paid for by the Purchaser at the same time as the delivered goods. Title to the Returnable Packaging shall pass to the Purchaser upon payment in full. The Purchaser shall have the right to return Returnable Packaging in undamaged condition to KERPEN at the Purchaser's own cost and risk within six months of the invoice date. In that case, the Purchaser shall receive a full refund of the purchase price of the Returnable Packaging. Non-returnable packaging will not be taken back by KERPEN.
- 4.4 Where delivery is made on cable and rope reels of Kabeltrommel GmbH & Co. KG (KTG), Troisdorf, the applicable "Terms and Conditions for the Provision of Cable and Rope Reels" of KTG shall apply. These terms will be sent upon request.
- 4.5 Tooling costs will be invoiced separately, without the Purchaser thereby acquiring any rights to the tools.
- 4.6 Any agreed cash discount shall be subject to settlement of all claims that are due.
- 4.7 The Purchaser may set off only counterclaims that are acknowledged or have been established by final and binding judgment, or withhold payments on account of such counterclaims.
- 4.8 Credit notes and rebates shall not constitute an acknowledgement of fault or of any legal obligation.
- 4.9 KERPEN offers that include a Copper Surcharge are not binding in respect of the Copper Surcharge. The Copper Surcharge shown in the offer is calculated on the basis of the KERPEN DATACOM Quotation applicable on the date of the offer and serves solely to facilitate comparison. If an order is placed, the Copper Surcharge shall be invoiced on the basis of the KERPEN DATACOM Quotation (Clause 2.4) applicable on the day before receipt of the order. This shall apply to deliveries made within 30 days after receipt of the order. For deliveries made more than 30 days after receipt of the order, the KERPEN DATACOM Quotation applicable on the day before the relevant delivery call-off shall be used, unless expressly agreed otherwise.

5. Freight Terms

- 5.1 Unless otherwise agreed, risk shall generally pass to the Purchaser when the goods leave the factory or when the Purchaser is notified that they are ready for dispatch. At the Purchaser's request and expense, KERPEN shall take out any insurance requested by the Purchaser.
- 5.2 KERPEN shall choose the dispatch route and means of transport at its discretion, without guaranteeing the least expensive method of carriage. If the Purchaser requests a different method of carriage, the Purchaser shall bear any resulting additional costs.
- 5.3 In the event of unforeseen occurrences such as danger of war, outbreak of armed conflicts, closure of shipping routes and similar events of force majeure, KERPEN shall be entitled to pass on to the Purchaser any resulting increases in freight and insurance costs.

6. Retention of Title

- 6.1** The goods shall remain KERPEN's property until all present and future claims arising from the business relationship with the Purchaser have been satisfied. The Purchaser shall store the goods separately. The retention of title shall also extend to the acknowledged balance where KERPEN records claims against the Purchaser in a current account (current-account retention).
- 6.2** Any treatment or processing shall be carried out by the Purchaser on behalf of KERPEN without giving rise to any obligations on the part of KERPEN. Upon receipt of the goods subject to retention of title, the Purchaser hereby transfers to KERPEN in advance any co-ownership shares accruing to the Purchaser as a result of commingling or combining those goods with other items. The Purchaser may sell the goods subject to retention of title and any items created by their treatment or processing only subject to retention of title and shall not impair KERPEN's rights under the retention of title by disposing of the goods (e.g. by transferring ownership by way of security or pledging them).
- 6.3** KERPEN may revoke the Purchaser's authority to resell at any time and demand security if the Purchaser fails to meet its payment obligations properly or if an application is filed for the opening of insolvency proceedings in respect of the Purchaser's assets.
- 6.4** Any actual or legal interference by third parties with the goods subject to retention of title, and any damage to or loss of such goods, shall be notified to KERPEN in writing without undue delay.
- 6.5** The Purchaser hereby assigns to KERPEN in advance all claims accruing to it from the resale of the goods subject to retention of title or on any other legal grounds in respect of such goods. If the goods subject to retention of title are sold together with other items not belonging to KERPEN, the assignment shall apply only up to the invoice value of the goods subject to retention of title. The Purchaser shall be obliged, subject to revocation, to collect the assigned claims in its own name for the account of KERPEN.
- 6.6** If the realisable value of the securities exceeds KERPEN's secured claims by more than 10 %, KERPEN shall, at the Purchaser's request, release securities of KERPEN's choice.

7. Default of Payment

- 7.1** The Purchaser shall be in default if it fails to pay as agreed within 14 days after receipt of the invoice. In the event of default, KERPEN shall be entitled to charge default interest at a rate of 9 percentage points above the applicable base rate pursuant to Section 288(2) BGB. KERPEN reserves the right to claim further damages. In the event of default of payment, KERPEN shall also be entitled to withhold further deliveries until all claims due have been settled in full.
- 7.2** In the event of the Purchaser's default of payment, all claims of KERPEN against the Purchaser arising from the business relationship shall become due immediately, irrespective of any payment periods still running. The same shall apply if the Purchaser suspends payments, if an application is filed for the opening of insolvency proceedings in respect of the Purchaser's assets, if the Purchaser's financial circumstances deteriorate materially or if KERPEN becomes aware of circumstances that seriously call into question fulfilment of the Purchaser's payment obligations. In such cases, KERPEN shall also be entitled to make future deliveries conditional upon the provision of adequate security or advance payment.

8. Defect Claims

- 8.1** The Purchaser shall inspect the delivered goods without undue delay after delivery. The Purchaser may assert claims based on an apparent defect in the goods only within four weeks after receipt of the goods. In the case of hidden defects, the period for notification shall commence when the defect is discovered, but no earlier than upon delivery. Where delivery is made by sample or specimen, claims for defects, including hidden defects, shall be excluded if the delivered goods conform to the sample or specimen. If a defect is attributable to material provided by the Purchaser itself, all claims for defects shall be excluded.
- 8.2** All claims for defects are subject to the condition that the defect is notified to KERPEN in writing or by electronic means without undue delay after discovery and before any treatment or processing, and that a sample of the goods complained of is sent to KERPEN. Transport damage must be noted on the consignment note and the delivery note and confirmed by the driver's signature.
- 8.3** If a material defect or defect of title exists within the limitation period for defect claims pursuant to Clause 8.5, KERPEN shall, at its option, either restore the goods to the condition required by the contract or provide replacement goods, free of charge and freight paid to the contractual place of delivery, against return of the defective goods. Claims by the Purchaser for expenses required for remedial performance (Nacherfüllung), in particular transport, travel, labour and material costs, are excluded to the extent that those expenses increase because the goods were subsequently moved to a place other than the contractual place of delivery. Replaced goods shall become KERPEN's property. If rectification or replacement delivery fails, the Purchaser may rescind the individual order contract concerned or claim a reduction in price. Further claims, in particular compensation for consequential loss, are excluded unless (i) there is intent or gross negligence, (ii) death, personal injury or damage to health has occurred, (iii) a material contractual obligation (cardinal obligation) has been breached, (iv) mandatory liability applies under the German Product Liability Act, or (v) a guarantee as to quality or durability within the meaning of Section 443 BGB has been given.
- 8.4** Where KERPEN has given a guarantee as to quality and/or durability (Section 443 BGB), KERPEN shall be liable within the scope of that guarantee. For loss resulting from the absence of the guaranteed quality but not occurring directly to the delivered goods, KERPEN shall be liable only if the risk of such loss is clearly covered by the guarantee.
- 8.5** All defect claims of the Purchaser shall become time-barred upon expiry of a limitation period of 12 months from the date of delivery, unless KERPEN has fraudulently concealed the defect. If KERPEN is notified in writing of an intended use of the delivery in a building and such use is in accordance with its intended purpose, a different limitation period may be agreed in writing at the Purchaser's request.

9. Intellectual Property Rights

- 9.1** Unless otherwise agreed, KERPEN shall be obliged to supply the goods free from third-party industrial property rights and copyrights only in the country of the place of delivery. If a third party asserts justified claims against the Purchaser on the grounds that deliveries made by KERPEN and used in accordance with the contract infringe intellectual property rights, KERPEN shall be liable to the Purchaser within the period specified in Clause 8.5 as follows:

- 9.1.1 At its option and expense, KERPEN shall either obtain a right to use the deliveries concerned, modify them so that the intellectual property right is not infringed, or replace them. If KERPEN cannot do so on reasonable terms, the Purchaser shall be entitled to the statutory rights of rescission or price reduction.
- 9.1.2 KERPEN's obligation to pay damages shall be governed by Clause 8.3.
- 9.1.3 KERPEN shall have the obligations set out above only if the Purchaser informs KERPEN in writing without undue delay of the claims asserted by the third party, does not acknowledge any infringement, and all defence measures and settlement negotiations remain under KERPEN's exclusive control.
- 9.2 Claims of the Purchaser shall be excluded to the extent that the Purchaser is responsible for the infringement of the intellectual property rights.
- 9.3 Claims of the Purchaser shall also be excluded to the extent that the infringement of intellectual property rights is caused by specific requirements of the Purchaser, by an application that KERPEN could not have foreseen, or because the Purchaser modifies the delivery or uses it together with products not supplied by KERPEN.
- 9.4 In the case of deliveries made in accordance with drawings or other specifications of the Purchaser, the Purchaser shall be obliged to indemnify KERPEN against all claims of third parties based on the infringement of intellectual property rights.
- 9.5 In the event of other defects of title, the provisions of Clause 8.3 shall apply mutatis mutandis.
- 9.6 Any further claims of the Purchaser against KERPEN and persons engaged by KERPEN in performing its obligations (Erfüllungsgehilfen) in this respect are excluded.

10. Principles of the UN Global Compact and Sustainability

- 10.1 Acting with integrity is of fundamental importance to KERPEN. This applies not only to supply relationships but to all business activities. It must be the express objective of KERPEN and the Purchaser to act in accordance with the guidelines of the UN Global Compact initiative (Davos, 01/99) and to observe these principles.
- 10.2 Of particular importance in this context are respect for human dignity and human rights, the prohibition of child labour, forced labour and discrimination, observance of freedom of association and of the relevant national standards concerning remuneration, working hours and health protection, environmental protection and the fight against corruption. The Purchaser undertakes to ensure compliance with and implementation of these principles within its company.
- 10.3 A serious breach or repeated breaches by the Purchaser of the principles set out in Clause 10.2 shall render continuation of the supply relationship unreasonable. In such a case, KERPEN shall be entitled to terminate both individual agreements and framework agreements without notice for good cause.

11. Confidentiality

- 11.1 The Purchaser undertakes to treat as trade secrets all non-public commercial and technical information and all other information designated as confidential or to be regarded as confidential in the circumstances (hereinafter "Confidential Information") that becomes known to it through the business relationship with KERPEN. The Purchaser shall not disclose Confidential Information to third parties without KERPEN's prior express consent and shall protect it against unauthorised access by third parties.
- 11.2 Upon termination of the business relationship or at KERPEN's request, the Purchaser shall return to KERPEN all Confidential Information in tangible form or destroy it in a verifiable manner. Confidential Information in electronic form shall be deleted without undue delay. Upon request, the Purchaser shall confirm the destruction or deletion in writing.
- 11.3 The obligations under this Clause 11 shall continue after the end of the supply relationship. The Purchaser shall also impose corresponding obligations on its employees and on its vicarious and auxiliary agents (Erfüllungs- und Verrichtungsgehilfen).

12. Place of Performance, Place of Jurisdiction

- 12.1 The place of performance shall be KERPEN's place of business.
- 12.2 The exclusive place of jurisdiction for all legal disputes arising from the content, formation or validity of the supply contract shall be KERPEN's registered office. However, KERPEN shall be entitled, at its option, also to bring proceedings against the Purchaser at the Purchaser's place of business.

13. Choice of Law

The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of its conflict-of-laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.

14. Data Protection

- 14.1** KERPEN processes personal data relating to the Purchaser's contact persons and legal representatives that are communicated in the course of the business relationship (in particular their name, role and contact details) for the purposes of initiating and performing contracts and maintaining the business relationship. The legal basis is Article 6(1)(b) and (f) GDPR (KERPEN's legitimate interest in the proper performance of supply contracts).
- 14.2** Further information on the processing of personal data, the rights of data subjects (access, rectification, erasure, restriction, objection and data portability) and the right to lodge a complaint with the competent supervisory authority can be found in KERPEN's privacy policy, available at www.kerpen-data.com in the Data Protection section (or available upon written request).
- 14.3** The Purchaser shall make the data protection information pursuant to Articles 13 and 14 GDPR available to its employees and contact persons whose data KERPEN processes in the course of the business relationship and shall inform them that their data are transferred to KERPEN.

15. Sanctions / No-Russia Clause

- 15.1** The Purchaser undertakes to comply with all applicable sanctions and export control provisions of the EU, the USA and the United Nations and not to transfer the delivered goods, directly or indirectly, to persons or organisations, or to countries, that are subject to any such sanctions regime. This applies in particular, but not exclusively, to the Russian Federation and Belarus.
- 15.2** The Purchaser undertakes not to deliver, supply, transfer or make available the goods delivered by KERPEN, directly or indirectly, to any natural or legal person in the Russian Federation or Belarus or for use there. This shall apply irrespective of whether specific sanctions provisions are breached.
- 15.3** The Purchaser shall be obliged to inform KERPEN without undue delay if it becomes aware of any imminent or actual onward delivery to the aforementioned countries.
- 15.4** In the event of a breach of this obligation, KERPEN shall be entitled to terminate the contract without notice and to claim damages. The Purchaser shall indemnify KERPEN against all losses and fines incurred by KERPEN and all official measures taken against KERPEN as a result of the Purchaser's breach.

16. Miscellaneous

- 16.1** Any transfer of rights and obligations of the Purchaser under the contract concluded with KERPEN shall require the written consent of KERPEN in order to be effective. This shall not apply to monetary claims.
- 16.2** Should any provision of these Terms and Conditions or any other agreement concluded be or become void or invalid, the validity of the remaining provisions and of the contract shall remain unaffected. The invalid provision shall be replaced by the applicable statutory provision or, in the alternative, by a valid provision that comes closest to the commercial purpose of the invalid provision.