

General terms and conditions

1. Scope and definitions

- (1) For the business relationship between BEDIA Kabel GmbH & Co. KG, Im Erlet 1, 90518 Altdorf, Register Court District Court Nuremberg HRA 14625 (hereinafter referred to as "**PROVIDER**") and the recipient of the services (hereinafter referred to as "**customer**"), together here also referred to as "**the parties**"), in particular for contracts for the sale and delivery of movable goods in the range of products of BEDIA Kabel GmbH & Co. KG (hereinafter referred to as "**goods**") via the website www.bedia-kabel.de (hereinafter referred to as "**website**") as well as for all other contracts between the parties, these General Terms and Conditions (hereinafter also referred to as "**GTC**") shall apply.
- (2) Conflicting, deviating or supplementary general terms and conditions of the customer shall not become part of the contract unless the PROVIDER expressly agrees to their validity. These General Terms and Conditions shall also apply if the PROVIDER performs services without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from these General Terms and Conditions.
- (3) All information provided by the customer in the ordering process must be current and truthful. The registration of the customer requires the customer to be of age. There is no entitlement to the conclusion of a contract.
- (4) The customer must keep his access data secret, in particular the password he has chosen. The customer is obliged to inform the PROVIDER immediately if indications are apparent that the access data may be used without authorization.
- (5) The version of the GTC valid between the parties at the time of the commencement of the performance of the service shall be authoritative.
- (6) The presentation of the goods on the website does not constitute a legally binding offer by PROVIDER to conclude a purchase contract. The customer is merely invited to make an offer by placing an order. By ordering the desired goods, the customer submits a binding offer to conclude a purchase contract.

2. Conclusion of the contract via the website

- (1) The customer can submit his offer via the website or the webshop. When one or more products are selected, they are placed in a virtual shopping basket where the selected product(s) can be viewed and their quantity changed or the products removed. By pressing the button "Order subject to payment", the customer is requested to enter the relevant data for the shipment. Before completing the order, the customer is shown a summary of all information relevant to the order. By pressing the button "buy" or "order subject to payment", the ordering process is completed and the order is sent.
- (2) By submitting the order on the website, the customer submits a binding offer, which is directed towards the conclusion of a purchase contract for the product(s) contained in the shopping basket. By submitting the order, the customer also acknowledges these terms and conditions as solely authoritative for the legal relationship with the PROVIDER.
- (3) The PROVIDER confirms receipt of the customer's order by sending a confirmation e-mail. This order confirmation does not yet represent acceptance of the contractual offer by PROVIDER. It merely serves to inform the customer that the order has been received by PROVIDER. The

declaration of acceptance of the contractual offer is made by delivery of the goods or an express declaration of acceptance.

3. Conclusion of contract in any other way

- (1) Notwithstanding Clause 2, the customer may also submit his offer in text form (e.g. e-mail), in writing or by telephone.
- (2) Conclusion of the contract requires in any case an express declaration of acceptance by the PROVIDER, which is regularly made by e-mail (order confirmation). A mere confirmation of receipt of the order expressly does not replace the acceptance of the contract.

4. Prices, shipping costs, import duties (customs), delivery times

- (1) The price(s) listed for the product(s) at the time of the order shall apply to orders. All prices stated are final prices (gross prices) which include the statutory value added tax and other price components. Shipping costs and import taxes and duties, if applicable, shall be added.
- (2) For customers who are not consumers, the parties agree on the following variable price adjustment agreement in this paragraph. In the event that the net purchase prices to be paid by the PROVIDER for the raw materials and/or materials required for the performance of the service have increased by more than 5% at the time of their delivery compared to the net purchase prices to be paid at the time of the conclusion of the contract or have decreased, the parties shall each have the right to demand from the other party an appropriate adjustment of the contractually agreed prices to the current delivery prices.
- (3) The applicable freight and shipping costs as well as forwarding prices can be found here: <http://www.bedia-kabel.de/de/shipping-charges.html>.
- (4) Delivery to the customer by the PROVIDER shall be made against advance payment by bank transfer. Payment is due upon conclusion of the contract and payable within 7 days.
- (5) The PROVIDER shall always issue an invoice to the customer, which shall be handed over to him upon delivery of the goods or otherwise received in text form.
- (6) Goods marked as "available for delivery" on the website will be delivered immediately after receipt of the order and, if applicable, after advance payment has been received within a maximum of 5 working days. The PROVIDER will inform the customer in good time of any deviating delivery times.

5. Procurement risk, delivery and transfer of risk

- (1) PROVIDER does not assume any procurement risk, even in the case of a purchase contract for a generic good. PROVIDER is only obliged to deliver from its stock of goods and from the delivery of goods ordered by PROVIDER from its supplier.
- (2) The obligation on the part of PROVIDER to deliver does not apply if PROVIDER has not been supplied correctly or on time despite a proper congruent hedging transaction and PROVIDER is not responsible for the lack of availability, has informed the customer of this without delay and has not assumed any procurement risk.
- (3) Should goods not be available, PROVIDER will immediately refund any advance payment.

- (4) The delivery time shall be extended appropriately if force majeure occurs which affects the delivery. Force majeure shall be deemed to include: (i) strike, (ii) lockout, (iii) official intervention, (iv) shortage of energy and raw materials, (v) transport bottlenecks for which the PROVIDER is not responsible, (vi) operational hindrances for which the PROVIDER is not responsible, e.g. due to fire, water and machine damage and all other hindrances which, viewed objectively, have not been culpably caused by the PROVIDER. The PROVIDER will inform the customer immediately of the beginning and end of such hindrances. The customer is entitled to withdraw from the contract if the impediment to performance in the aforementioned cases continues for a period of more than 4 weeks after the originally applicable delivery times. There shall be no further claims, in particular for damages.
- (5) In the case of consumers, the risk of accidental loss and accidental deterioration of the sold goods in the case of sale by dispatch shall pass to the consumer or a recipient designated by the consumer when the goods are handed over. This applies regardless of whether the shipment is insured or not. In all other cases, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover, in the case of sale by delivery to a place other than the place of performance, upon delivery of the goods to the forwarding agent or other person or institution designated to carry out the shipment.
- (6) If the customer is an entrepreneur, the risk and danger of the shipment shall pass as soon as the goods have been handed over by the PROVIDER to the logistics cooperation partner. At the same time, the PROVIDER reserves the right, in the event that he is unable to meet a delivery deadline for reasons for which he is not responsible, to set a new reasonable delivery deadline after informing the customer without delay. If the ordered goods are still not available within this new delivery period, the PROVIDER is entitled to withdraw from the contract in the case of entrepreneurs. Any consideration already paid shall be refunded without delay.
- (7) A requested delivery date is not possible for delivery by parcel service. If the customer is not present at the first delivery attempt, the guidelines of the commissioned parcel service shall apply for the execution of further delivery attempts. Additional costs due to a second delivery shall be borne by the customer. The PROVIDER has no influence on the execution of further delivery attempts.
- (8) Empties, in particular packaging such as reels, drums and barrels etc. (hereinafter referred to as "empties") shall be invoiced separately and shall be paid by the customer at the same time as the goods are delivered. Ownership of the empties shall pass to the customer upon full payment. The customer has the right to return empties that are in a perfect, clean and reusable condition to the PROVIDER'S delivery plant at his own expense and risk within six months of the invoice date. In this case, the Customer shall receive a full refund of the purchase price of the empties. One-way packaging will not be taken back by the PROVIDER.

6. Retention of title

- (1) In the case of consumers, the goods remain the property of PROVIDER until payment has been made in full.
- (2) The customer shall only have a right of set-off if its counterclaims have been legally established or are undisputed or recognized by the PROVIDER. This does not apply to claims to which the customer is entitled on the basis of exercising the right of withdrawal.

- (3) If the customer is in arrears with any payment obligations to PROVIDER, all existing claims become due immediately.

7. Extended retention of title

- (1) PROVIDER retains title to the goods vis-à-vis customers who are not consumers until all claims arising from the current business relationship have been settled in full. The corresponding security rights are transferable to third parties. Prior to the transfer of ownership of the goods subject to retention of title, the customer is not entitled to pledge the item or assign it as security.
- (2) The customer is entitled to resell the goods in the ordinary course of business. In this case, the customer already now assigns to the PROVIDER all claims arising from the resale in the amount of the invoice amount. PROVIDER accepts the assignment. The customer is further authorised to collect the claim. PROVIDER reserves the right to collect the claim itself if the customer does not properly meet its payment obligations.
- (3) If the reserved goods are combined and mixed, PROVIDER shall acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed items at the time of processing.

PROVIDER undertakes to release the securities to which it is entitled at the customer's request insofar as the value of the securities exceeds the claim to be secured by more than 10%. The selection of the securities to be released is incumbent on PROVIDER.

8. Legal right of withdrawal

Consumers are entitled to a right of withdrawal according to the following provisions, whereby a consumer is any natural person who enters into a legal transaction for a purpose that can be attributed neither to his or her commercial nor to his or her independent professional activity. However, in the case of individually manufactured products (in particular in the case of special sizes), there is no right of withdrawal in accordance with § 312g para. 2 no. 1 BGB (German Civil Code). Entrepreneurs do not have a right of withdrawal.

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods.

In order to exercise your right of withdrawal, you must inform us (BEDIA Kabel GmbH & Co. KG, Im Erlet 1, 90518 Altdorf, Germany) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). You can use the attached model cancellation form for this purpose, which is, however, not mandatory.

To comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the end of the cancellation period.

Consequences of revocation

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you

Page 4 from 7

have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the end of the period of fourteen days.

You shall bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

End of the cancellation policy

Sample cancellation form

(If you wish to revoke the contract, please complete and return this form).

- BEDIA Kabel GmbH & Co KG, Im Erlet 1, 90518 Altdorf, Germany
- I/we (*) hereby revoke the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in the case of notification on paper)
- Date

(*) Delete as applicable.

9. Warranty

- (1) The statutory provisions apply.
- (2) The warranty period for the consumer is two years, for the customer who is not a consumer 12 months from the statutory commencement of the limitation period. This does not apply to damages resulting from injury to life, limb or health which PROVIDER is culpably responsible for, and not to damages caused by gross negligence or intent or fraudulent intent on the part of PROVIDER, as well as in the case of recourse claims pursuant to §§ 478, 479 BGB.
- (3) Only the PROVIDER's own specifications and the manufacturer's product description shall be deemed agreed as the quality of the goods, but not other advertising, public promotions and statements by the manufacturer.
- (4) The customer, who is not a consumer, is obliged to inspect the goods immediately and with due care for deviations in quality and quantity and to notify the PROVIDER in writing of obvious defects within seven days of receipt of the goods. The same shall apply to hidden defects discovered at a later date. The assertion of warranty claims is excluded in the event of a breach of the obligation to inspect and give notice of defects.

Page 5 from 7

- (5) The PROVIDER shall fulfil the warranty claim in the case of defective purchased goods at its discretion by rectification of the defect or replacement delivery. If the rectification of the defect fails twice, the customer may, at his discretion, demand a reduction or withdraw from the contract. In the event of rectification, the customer shall bear the increased costs arising from the fact that the goods were taken to a place other than the place of performance, insofar as the transfer does not correspond to the intended use of the goods.
- (6) Claims based on the Product Liability Act shall remain unaffected.

10. Limitation of liability

- (1) PROVIDER shall be liable, irrespective of the legal grounds, within the framework of the statutory provisions only in accordance with the following paragraphs 2 and 3.
- (2) PROVIDER shall be liable without limitation for damages arising from injury to life, limb or health that are based on intent or negligence on the part of PROVIDER or one of its legal representatives or vicarious agents. In addition, PROVIDER shall be liable for damages based on intent or gross negligence on the part of PROVIDER or one of its legal representatives or vicarious agents as well as for damages due to non-compliance with a guarantee or warranted characteristic given by PROVIDER or due to fraudulently concealed defects.
- (3) PROVIDER shall be liable, limited to compensation for the foreseeable damage typical for the contract, for such damage that is based on a slightly negligent breach of material contractual obligations by him or one of his legal representatives or vicarious agents. Material contractual obligations are obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contractual partner may regularly rely.

11. Data protection and confidentiality

- (1) The customer is advised that PROVIDER collects, processes and uses personal inventory and usage data in machine-readable form within the scope of the purpose of the contractual relationship. All personal data is treated confidentially. PROVIDER'S data protection declaration can be viewed at <http://www.bedia-kabel.de/de/privacy.html>.
- (2) The contracting parties undertake to treat as confidential any information from the other party's sphere of activity that becomes known to them in the course of the performance of the contract.

12. Consumer Dispute Resolution

- (1) The EU Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed at <https://ec.europa.eu/consumers/odr>.
- (2) We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board. (Duty to provide information pursuant to the Consumer Dispute Settlement Act in accordance with § 36 VSBG)

13. Possibility to save and view the text of the contract

- (1) The customer can view these GTC at the URL <http://www.bedia-kabel.de/de/terms.html>. Furthermore, this document can be printed or saved by using the usual function of your internet service program (= browser: usually "File", "Save as"). You can also download this

Page 6 from 7



document in PDF format and archive it by clicking <http://www.bedia.com/index.php/de/agb>. To open the PDF file, you need the free program Adobe Reader (at www.adobe.de) or comparable programs that can handle the PDF format.

- (2) In addition, the customer can simply archive the data of his order by either downloading the GTC and saving the data summarized on the last page of the order process in the Internet shop with the help of the functions of your browser or the customer waits for the automatic order confirmation which PROVIDER additionally sends to the customer by e-mail after completion of the order to the e-mail address provided by the customer. This order confirmation e-mail once again contains the data of the order as well as a link to the GTC.

14. General provisions

- (1) The place of performance and exclusive place of jurisdiction for disputes with merchants, legal entities under public law or special funds under public law arising from contracts is Nuremberg.
- (2) The law of the Federal Republic of Germany shall apply exclusively to all disputes, irrespective of the legal grounds, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (3) If required, additional or alternative provisions to the agreement agreed in writing by the parties shall be considered part of the agreement from the date of signature.
- (4) Any invalidity of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions of these General Terms and Conditions. In place of the ineffective clauses, that shall be deemed to have been agreed which comes closest to what was economically intended in a legally permissible manner. This shall also apply to the supplementary interpretation of the contract.
- (5) In case of doubt, the Incoterms 2020 shall be decisive for the interpretation of the trade terms.

Status: May 2022