

Standard Terms and Conditions for Delivery and Payment

1. Validity

- a. Our standard terms and conditions apply exclusively; we do not recognize any conflicting, deviating or supplementing terms and conditions of the Customer unless we have explicitly consented to such conditions in writing.
- b. We hereby explicitly reject any incorporation by reference to the Customer's standard terms and conditions or to any reference to the standard terms and conditions of third parties. In particular, we decline the related validity of any individual pre-formulated clauses or collections of such clauses referenced by the Customer.

2. Contract partner

- a. The contractual partner of HELUKABEL AG is exclusively the Customer that has directly placed an order and to whom the confirmation of the order has been given.
- b. HELUKABEL AG provides its services only for the Customer named in the offer or in the order confirmation. Liability vis-à-vis a third party not named as the ordering Customer is hereby explicitly excluded.

3. Telephonic and oral representations

- a. Verbal communication in person, by phone or other electronic media are not legally binding.
- b. A potential Customer must specify the subject of the delivery in question (e.g. a particular cable construction) in writing and state the quantity and delivery details (desired delivery time, type of shipment, transfer of risk) since a reliable review is not possible otherwise.

4. Offer, reservations

- a. All offers made by HELUKABEL AG are non-binding.
- b. Offers made by HELUKABEL AG are explicitly subject to timely self-delivery. HELUKABEL AG agrees to promptly inform the Customer of non-availability and to promptly reimburse any consideration already received.
- c. For all its offers, HELUKABEL AG explicitly reserves the right of prior sale. HELUKABEL AG agrees to promptly inform the Customer about any resulting lack of availability and to promptly reimburse any payments already received.
- d. HELUKABEL AG reserves the right to correct mistakes and clerical errors in written offers.
- e. If the offer has an expiration date, the offer becomes null and void if not accepted within the deadline.
- f. HELUKABEL AG is not obligated to accept any order placed after expiration of the expiration of the offer. In particular, all delivery dates in the offer are no longer valid.
- g. Catalog goods are offered only with the qualities evident in the catalog and the online spec sheets for the respective product whereby the online spec sheets reflect the technical status of qualities governing the offer. HELUKABEL AG reserves the right to make technical alterations. Utilization and suitability for a particular purpose are not subject of the offer.

5. Order confirmation

- a. A contract with HELUKABEL AG is reached upon the receipt of the written order confirmation and acceptance of terms and conditions as stated in the written order confirmation.
- b. If no order confirmation is received, then the contents of the contract are governed by the offer made by HELUKABEL AG.

6. Modification, cancellation of orders

- a. Modifications of an order are valid only if confirmed by HELUKABEL AG in writing.
- b. Modification of the order cancels the original delivery schedule.
- c. The Customer is not entitled to cancel an order. Despite cancellation by the Customer, HELUKABEL AG may insist on acceptance of delivery of the ordered merchandise and payment of the full purchase price.

7. Prices and costs

- a. HELUKABEL AG may demand payment in advance. Deliveries to new customers will only be made against advance payment.
- b. Prices quoted in offers and order confirmations are net prices EX WORKS without packaging, without postage, without insurance, without customs costs and without shipping costs.
- c. Packaging, shipping, loading and unloading costs as well as possible customs duties, taxes and fees shall be the responsibility of the Customer.
- d. Unless otherwise agreed upon the Customer also bears the costs of freight insurance.
- e. The Customer is responsible for all applicable taxes and duties.
- f. The invoiced amount is payable without any deductions within 30 days. The Customer is in default without further notice for failure to pay by the agreed deadline. In the case of legal transactions not involving consumers, HELUKABEL AG may charge the Customer late payment interest of five percentage points above the basic interest rate .

7.1. Cable and conduit pricing

- a. Because of the high metal content it is customary in the German cable industry to separately state metal costs („metal surcharge“). HELUKABEL AG is therefore entitled to separately state metal costs („metal surcharge“). In international transactions, HELUKABEL AG reserves the right to quote full material prices.
- b. Copper metal calculation: Unless otherwise agreed in writing, net prices for copper contain a €150.00 per 100 kg copper base price (exception for underground cables: Cu basis 0 and telephone cables: Cu base price €100.00).
- c. The calculation basis for the sale price is our published upper copper (<https://www.helukabel.de/de-en/Service/Metal-ExchangeListing/>) quoted on the exchange for copper on the day prior HELUKABEL AG Standard Terms and Conditions for Delivery and Payment Version: 06/2022 the day the order is received. The sale price is increased or reduced by the difference between the copper base price and the DEL quote. The copper number is multiplied by the copper difference. If not otherwise stated, the copper number applies per 1000 m.
- d. Other metal surcharges (e.g. aluminum, nickel, lead) are handled equivalent to the copper calculation. The base price is the value stated in our offers. All metal surcharges are excluded from prompt payment and other discounts.

7.2. Accessory pricing

- a. Metal calculation for brass: Metal surcharges contain a brass base cost of €150.00 per 100 kg of brass. The computational basis for the sale price is the price quoted on the exchange (exchange quotation for MS 58. Processing stage 1) on the day after receipt of the order plus purchase costs. The sale price is increased or reduced by the difference between the brass base cost and brass quotation by allowing a 5% brass surcharge or discount, respectively, for every full €13 per 100 kg. Such surcharges are always quoted on a purely net basis.
- b. Metal calculation for copper: equivalent to cable and conduits (see above).

- c. Metal calculation for copper lugs: the prices contain a copper base cost of €150 per 100 kg of copper. The computational basis for the sale price is the MK price for copper on the day before the day the order is drafted. The copper number is to be multiplied by the copper difference. If not otherwise stated the copper number is per 1000 pieces. All metal surcharges or discounts are always quoted on a purely net basis.
- d. Prices quoted assume acceptance of delivery of a complete packaging unit (VE). HELUKABEL AG reserves the right to impose a low quantity surcharge for smaller quantities or open packages.

7.3. Minimum order value, surcharge

The minimum order value is CHF 80 excluding VAT and excluding cutting and transport costs. For orders with a goods value of less than CHF 80, a minimum quantity surcharge of CHF 25 will be applied. The surcharge is automatically shown during the ordering process and added to the total amount.

7.4. Cable cutting service

- a. If HELUKABEL AG agrees to deliver lengths that deviate from normal lengths of those held in inventory, HELUKABEL AG is entitled to apply a per cut surcharge.

7.5. Freight and shipping costs

- a. All deliveries exclude unloading.
- b. We deliver orders worth €1000 or more (without metal surcharge, without value-added tax, without shipping costs) within Germany "Freight Allowed", **without unloading**, excluding packaging).
- c. The Customer bears the cost of deliveries abroad which will be set forth in the respective offer.

8. Quantities delivered

- a. Delivery will be made as set forth in our order confirmation. Partial deliveries are expressly recognized as acceptable.
- b. We generally reserve the right to deliver 10% more or less than the ordered quantity. In case of Customer specific special cables, however, this can be + / -15% of the quantity ordered. Special cables are delivered in lengths that depend upon technical production conditions. Partial deliveries are permissible.

9. Returns, return costs

- a. Return of goods must be notified and requires our consent. Decreases in value of the goods, e.g. due to missing packaging or signs of use, shall be borne by the buyer. A handling fee of at least 30% of the value of the goods will be charged for returns of properly ordered and delivered goods.
- b. In the case of cut lengths, made-ups and custom-made products which are not saleable for us in the normal course of business, the return costs shall be calculated from the invoice value less the recycling value of the material.
- c. In the case of goods procured specially for the buyer, we will additionally deduct the manufacturer's return costs.

10. Retention of title, objection to resale, consumption and processing

- a. HELUKABEL AG retains ownership of the delivery items until full and unconditional settlement of the invoice amount for the respective delivery item.
- b. HELUKABEL AG hereby objects to the resale, consumption and processing before the full payment of the purchase price. This applies in particular also to the insolvency administrator of the Purchaser.
- c. The Purchaser undertakes to inform HELUKABEL AG without delay about compulsory execution measures of third parties against the reserved goods. Furthermore, the Purchaser has to inform the third party about the retention of title.

11. Delivery schedule, delayed delivery

- a. All delivery dates stated are approximate. Exceeding an approximate date shall lead neither to an immediate deadline for performance nor default of delivery.
- b. HELUKABEL AG may also make partial deliveries. HELUKABEL AG shall not be considered in default with respect to timely partial deliveries.
- c. A delivery deadline is deemed met upon timely delivery to the freight forwarder.
- d. The delivery will not be immediately due until a reasonable deadline has been set. The deadline must be set in writing.
- e. A warning notice shall not put HELUKABEL AG in default until it is given after the immediate due date of the delivery. The warning notice must be given in writing.
- f. If the delivery cannot be made because HELUKABEL AG itself has not been supplied, HELUKABEL AG may declare its withdrawal from the contract with respect to the affected merchandise. The Customer's claims are limited in such cases to the repayment of any payments made by the Customer. In cases of such failed self-delivery any further rights of the Customer are excluded.

12. Warranties

12.1. Complaints of defect, warranty period

- a. The merchandise delivered is free of defect if it meets the technical specifications as illustrated on the online spec sheet and in the catalog.
- b. HELUKABEL AG cannot determine and review suitability for a particular application or use nor the environmental conditions nor aftereffects on an electrical system. Neither suitability for particular use nor suitability for particular environmental conditions are subject of the contract.
- c. If HELUKABEL AG has made recommendations then such recommendations are conditioned upon the completeness and accuracy of the data supplied by the Customer and there were no special circumstances to consider.
- d. Following the delivery of the respective merchandise, the Customer must promptly inspect it and if a defect is apparent promptly submit a written complaint to HELUKABEL AG. The written complaint must contain the invoice number, article number, the quantity involved with every individual complaint individually listed. In case of successive or partial deliveries each delivery must be inspected and protested individually.
- e. The responsibility to make an immediate inspection extends in particular to the testing of the merchandise delivered for its functionality and conformity with the data provided on the online spec page and catalog.
- f. HELUKABEL AG hereby contests all clauses according to which the responsibility to inspect falls on HELUKABEL AG. HELUKABEL AG's ability to inspect at the respective processing steps is factually impossible since HELUKABEL AG is not part of any further processing of the goods.
- g. If the Customer does not promptly submit a complaint of defect, the merchandise delivered is deemed accepted.
- h. Upon acceptance, all possible rights of the Customer to demand cure and compensatory damages regardless of the grounds are null and void.
- i. The warranty period is 12 months following the delivery of the respective merchandise.

12.2. Clarification of technical matters, Customer's duty to cooperate

- a. The Customer must send HELUKABEL AG samples of the allegedly defective merchandise so that HELUKABEL AG can conduct a laboratory analysis.
- b. In addition, the Customer must grant HELUKABEL AG access to the assembly site so that HELUKABEL AG can inspect the environment and exposure of the merchandise delivered (heat, voltage, amperage, rectifiers, fuses, etc.).
- c. Unless HELUKABEL AG acknowledges the defect of the merchandise delivered, the warranty is null and void if the Customer breaches the aforementioned duties.

12.3. Procedure, crediting, cure

- a. Typically the Customer will need substitute goods even before clarifying whether the merchandise delivered is defective. For this reason it is customary in the cable industry to deliver substitute goods only against an invoice and not to grant a credit until clarification of the facts and then only to the extent of the actual receipt of disassembled goods. This procedure derives from the fact that the overwhelming majority of the price is based on metal content, e.g. copper. HELUKABEL AG adheres to this general industrial custom and will deliver substitute goods only against an invoice.
- b. Typically, the Customer has an interest that the substitute goods are being delivered as quickly as possible. For this reason, HELUKABEL AG is entitled to arrange for other manufacturers to deliver equivalent merchandise as substitute goods that, technically speaking, are structurally identical.
- c. As soon as a technical inspection of the merchandise that is subject of complaint and its environment can be concluded, HELUKABEL AG will inform the Customer of the result of the testing.
- d. If HELUKABEL AG confirms that the complaint of defect is justified, HELUKABEL AG will credit the account to the extent of the return receipt of the defective merchandise.
- e. No credit can be given for defective merchandise that is not returned. This provision derives from the high value of the metal content (e.g. copper). In addition, failure to return the merchandise raises a rebuttable presumption that the merchandise delivered will still be used.

12.4. Failure to cure, price reduction, withdrawal from the contract

- a. The Customer is not entitled to a reduction in price or to withdraw from the contract until there has been a failure to cure.
- b. HELUKABEL AG will be granted at least two attempts to cure.
- c. If the Customer seeks a reduction in the purchase price it must demonstrate to what extent the utility of the merchandise delivered is impaired by the defect. If from a technical point of view the utility of the delivered merchandise is not impaired, there will be no reduction in price granted.
- d. Any failure to label the merchandise with the name of the Customer or the "HELUKABEL" name will not justify a price reduction since it does not impair the technical performance capability of the merchandise.
- e. Typically, the metal component of the merchandise delivered is not defective, hence the value of the metal remains the same. Any price reduction can therefore apply only to the price of the item without the metal surcharge.

12.5 Exclusion of no-fault liability

- a. HELUKABEL AG is not liable to pay compensatory damages for any defective delivery or performance that is not based upon fault, in particular for any lost profits, downtime or compensation for business interruption.

12.6. Reimbursement of expenses

- a. The Customer is only eligible to submit a claim for reimbursement of expenses if attempts to cure have failed and HELUKABEL AG is at fault for the defect of the delivered merchandise or for the failure to cure.
- b. If there has been a defect-free cure, claims for reimbursement of expenses are null and void.
- c. Reimbursement of expenses may be requested only as a substitute for compensatory damages in lieu of performance.
- d. Futile expenses are only those that were rendered useless due to the defect in the delivered merchandise. These include, in particular, only those expenses incurred in reliance upon the delivered goods being free of defect.
- e. Reimbursed expenses include only costs incurred after receipt of the order confirmation and that ultimately proved useless.
- f. There shall be no claim for reimbursement of expenses to the extent the Customer anticipated or should have anticipated failure to perform.
- g. In particular, the right to reimbursement shall not apply where it has arisen for merchandise subject to the reservation of selfdelivery.
- h. There shall also be no right for reimbursement of expenses when the expenditure is significantly disproportionate to the performance not provided. This applies in particular if the Customer could have readily obtained comparable merchandise from a competitor.
- i. Claims for lost profits, downtime, business interruption and own labor costs do not fall within the scope of reimbursable expenses.
- j. If the Customer has or could have obtained some use from his expenditures, then the right to reimbursement of expenses shall be reduced accordingly.

12.7. Compensatory damage in lieu of performance

- a. The Customer shall expressly set HELUKABEL AG in writing a reasonable deadline to cure. The deadline to cure is valid only if at the time the deadline is set the performance owed was due.
- b. The deadline set must clearly and unequivocally specify the performance demanded and clearly designate the end of the deadline. The rationality of the time to cure must consider that the merchandise must normally be remanufactured.
- c. The Customer is not entitled to demand compensatory damages in lieu of performance for defect-free partial deliveries received.
- d. If the Customer has made a legally effective claim for compensatory damages in lieu of performance, the right of the Customer to compensatory damages in lieu of performance shall be limited to the difference between a possible higher purchase price for replacement goods of the same type and quality from the same country of origin and the purchase price agreed in the order confirmation.
- e. The Customer shall have no further claims for financial harm incurred due to failure to deliver; in particular, for downtime, business interruption or lost profits. Such exclusion shall not apply if the Customer's damages were caused by HELUKABEL AG intentionally or by gross negligence.
- f. The aforementioned limitations of liability do not apply to compensatory damage claims of natural persons for personal injury, impairment to health or death as well as for inalienable rights (Liability Act, Product Liability Act).

12.8 Compensatory damages for breach of duty

- a. If HELUKABEL AG is at fault for the nonfulfillment or poor fulfillment of its duty to deliver, claims based upon downtime, business interruption or lost profits are excluded. Such exclusion shall not apply if the Customer's damages were caused by HELUKABEL AG intentionally or by gross negligence.
- b. If HELUKABEL AG is not the manufacturer of the merchandise delivered, the fault of the manufacturer shall not be applied to HELUKABEL AG.

13. Damage to any item of property other than the merchandise delivered

- a. Compensatory damage claims against HELUKABEL AG for damage to, or the destruction of, any items of property other than the delivered merchandise itself shall exist only if HELUKABEL AG can be shown to have acted intentionally or with gross negligence.
- b. The Customer has no claim to compensatory damages if at the time of ordering it has not informed HELUKABEL AG that major financial loss might ensue in the case of a defective delivery. Major financial loss is an amount in excess of €50,000.
- c. Customer's claims based on financial damages, in particular for lost profits, production down times or business interruption are hereby expressly excluded.
- d. HELUKABEL AG is not liable for financial damages attributable to claims asserted against the Customer by third parties. HELUKABEL AG is not liable in particular for damages whose cause is attributable to the Customer's waiver vis-à-vis its own customer of the latter's duty to immediately inspect or object or has assumed such duty on behalf of its own customer.
- e. The possible financial damage claims of the Customer are limited to €100,000.

14. Force Majeure

- a. If the nonfulfillment of delivery or performance by HELUKABEL GmbH is attributable to force majeure such as, e.g. natural catastrophe, epidemic, war, armed conflict, civil war, revolution, terrorism, sabotage, nuclear reactor accidents, labor strike or other events beyond the influence of HELUKABEL GmbH, then for the duration of such event, HELUKABEL GmbH shall be released from its duty to perform and the time of delivery shall be extended accordingly.
- b. HELUKABEL AG shall inform the Customer of the beginning and the end of such circumstances as soon as possible.
- c. If the event lasts longer than six months, HELUKABEL AG shall also be entitled to terminate the contract.

15. Conclusion of contract via the online shop

- a. The GTC also apply to contracts that were concluded online via the HELUKABEL AG online shop. The contract is then concluded with a separate order confirmation from HELUKABEL AG. Here, HELUKABEL AG is free to decline orders; the decision is at the discretion of HELUKABEL AG. Before completing the order, the purchaser can check his order once again and make corrections if necessary by removing goods from the shopping cart or replacing them with others.
- b. HELUKABEL AG will confirm receipt of the electronic order by sending an acknowledgement of receipt by e-mail to the purchaser. This confirmation of receipt does not represent a binding acceptance of the purchaser's offer. Its purpose is only to inform the purchaser that their order has been received.
- c. After an electronic order via the online shop, the individual contract data of the purchaser are stored by HELUKABEL AG. If the purchaser has a customer account, they can retrieve the contract data via their account after completing the ordering process. Each purchaser can also print out their contract data during the execution of their order and will receive them in their confirmation of receipt. Furthermore, the current version of the GTC can be pulled up and printed out at any time via the HELUKABEL AG website. Contracts via the online shop are concluded in German.



16. Contract language, applicable law, jurisdiction and venue

- a. Unless otherwise agreed the contract language is German.
- b. Contracts between HELUKABEL AG and the customer are subject to Swiss law. The exclusive place of jurisdiction for both parties is Baden.

Bremgarten, November 2025

HELUKABEL AG