

**General Terms of Trade  
of Klein Solutions GmbH & Co. KG in 58675  
Hemer/ Germany**

For deliveries of Klein Solutions GmbH & Co. KG (in the following Klein Solutions GmbH & Co. KG) these general terms and conditions of trade (in the following GTCT) come to the use.

**§ 1 Validity of the conditions**

1. The following terms of sale and delivery are valid for the whole business dealings with our customers, even if they are not mentioned in later processes or contracts. Conflicting conditions of the customers are for Klein Solutions GmbH & Co. KG without obligation. This is also valid if the customer refers to own terms of business, even if these contain defensive clauses and/or exclusiveness clauses and we do not contradict these expressly, regardless of the temporal order in which the competing conditions are taken by the contracting partners in relation, unless, this was agreed in writing. From the acceptance of the product or service cannot be closed on the effectiveness of other conditions.
2. All explanations or arrangements deviating from these GTCT need, concerning its effectiveness, the explicit written confirmation of Klein Solutions GmbH & Co. KG.

**§ 2 Quotes**

1. The Prices which are made in our offers and contracts are without obligation, unless otherwise noted.
2. Written and as binding called offers are from the date of the exhibition to 30 days valid, provided that there is no other period of validity is given on the offer.
3. Klein Solutions GmbH & Co. KG declines every liability for the correctness of the delivered order documents from the customers, in particular drawings, material specifications etc.

**§ 3 Content and form of contracts**

1. Sale contracts or contracts for work are valid only as closed, if Klein Solutions GmbH & Co. KG confirms the acceptance of an order in writing. The written form is protected by e-mail or fax transmission.

The same goes for deviations of these terms of business and other supplements, changes or additional agreements.

2. In the case of short-term deliveries the written order confirmation can be replaced by an issued invoice.
3. The customer recognizes, that verbal agreements or declarations by telephone issued by employees of Klein Solutions GmbH & Co. KG need the written form for its validity. Representatives of Klein Solutions GmbH & Co. KG have no individual power of attorney to make divergent arrangements from these Terms and Conditions.
4. The contracting parties expressly explain to treat strictly confidential all manufacturing documents, drawings, patterns, data media and information from all order processing, which are handed over in written form or personally within the scope of the agreed business cooperation. After termination or notice of the contract or with ending of the business cooperation all documents, data media incl. copies will be provably destroyed or alternatively returned completely and chronologically on written request of a contract party. A general right of retention is excluded. The exception from the compelling necessarily required proof in the case of official instructions or duty statutory of a contract party.

**§ 4 Manufacturing tolerances**

1. The manufacturing tolerances of Klein Solutions GmbH & Co. KG are valid for Klein Solutions GmbH & Co. KG – Products. If required, these products can be ordered from Klein Solutions GmbH & Co. KG. The customer recognizes that the manufacturing tolerances are subject to changes from which he is not automatically informed.
2. The declaration about the state of the contract products which are included in our confirmations of order between us and the customer on the occasion of the exchanged written documents about the ordered contract products do not describe a guarantee in terms of §276 I BGB; unless, we would have informed you about this expressly and indicated it in our written confirmation of order which specifications and product standards we guarantee.
3. Basically Klein Solutions GmbH & Co. KG only guarantees a production and delivery for its products which corresponds to the general state of the art technology. This contains the observance of appropriate DIN-standards for the made products if

necessary. Klein Solutions GmbH & Co. KG does not assure further qualities expressly, unless this is agreed explicitly between the parties.

#### **§ 5 Purchased and provided parts**

1. Specific features arise in cases, in which Klein Solutions GmbH & Co. KG produces and delivers Products with provided goods or with goods of predetermined suppliers. A conclusion of a complementary arrangement is necessary to this.
2. If the customer delivers parts for his ordered Klein Solutions GmbH & Co. KG – Products, so he is obliged to make an additional delivery to his ordered quantity from 3%, however at least 3 pieces.
3. Klein Solutions GmbH & Co. KG reserves itself the replacement at customer's expenses as well as an offsetting of the accumulated production costs, as far as the delivered components by the customer are faulty, insufficient or for the production from the customer ordered Klein Solutions GmbH & Co. KG – Products unsuitable.

#### **§ 6 Prices**

1. Unless otherwise noted in the offer, the prices of Klein Solutions GmbH & Co. KG are valid in euro (€), excluding value-added tax, without packaging and not carriage free (cargo, fees and additional costs on the customer's account) ex Works.
2. The offered retail prices for copper cable generally contain a calculation on copper-base of 150,00€/100kg of copper, provided that in the price quotation no different values are mentioned. Basis for estimation of the retail price is the published DEL quotation for copper of the day before of the order entry plus 1% for metal procurement costs. The invoices retail price raises or is reduced by the difference between copper base and DEL quotation. By use of other metals the calculation of an invoice occurs analogously to the copper price handling. At articles without naming a metal base, viz. at full price formation (e. g. cable gland, copper cables including copper) Klein Solutions GmbH & Co. KG is able to carry out corresponding adjustments when there are striking or unusual raw material price changes. Metal or raw material price, surcharges and reductions are always valid purely net.
3. All prices which are issued in our offers are valid for the duration of 6 (six) weeks. A later reduction of the order quantities and/or the

decrease of agreed orders entitle us to adequate rises of the agreed unit prices and also the arranged tool costs shares.

4. The minimum order value as well as the dispatch minimum order value without VAT (value-added tax) (= net order value) constitutes 250 EUR or for orders with a lower net value proportionate costs of 50 EUR will be brought to account.
5. For prototypes and pattern deliveries Klein Solutions GmbH & Co. KG requires a compensation depending on expenditure.
6. For orders of commercial parts with a total value less than 70 EUR Klein Solutions GmbH & Co. KG calculates an all-inclusive surcharge of 30 EUR.
7. If there arise raisings of cost of material, wage or freight, taxes or charges between conclusion of the contract and delivery in addition to figure §6.1., Klein Solutions GmbH & Co. KG is able to carry out adjustments of the price.

#### **§ 7 Terms of delivery**

1. Dates and terms of delivery are valid as kept, if the product is available according to the performed appointment in the confirmation of order of Klein Solutions GmbH & Co. KG at the place of fulfilment to the customer.
2. Dates or terms of delivery which have not been agreed expressly as binding are an exclusively non-binding information. If the term of delivery is given as a period, it begins with the date of receipt of the order. The term of delivery is extended accordingly if Klein Solutions GmbH & Co. KG does not receives the information and documents on time or if these are changed afterwards by the customer with the approval of Klein Solutions GmbH & Co. KG.
3. If the non-compliance of a term of delivery is not exclusively from Klein Solutions GmbH & Co. KG been to blame, the customer neither has the right to withdraw from the contract, nor can he assert compensation.
4. At force majeure or other unusual incidents and obstacles, for which Klein Solutions GmbH & Co. KG is not responsible, which make the delivery impossible or complicate substantially, Klein Solutions GmbH & Co. KG is able to cut down or stop the delivery

or withdraw from the contract for the duration of the obstruction, without that the customer can claim damages.

5. Any compensation on delay of Klein Solutions GmbH & Co. KG is excluded.
6. Frame orders on call have to be taken fully extensive within one year from date of the order, provided that nothing else is agreed. Klein Solutions GmbH & Co. KG has the right to require the payment of the provided product after this period of one year.
7. If the dispatch is delayed by request of the customer or other reasons for which the customer is responsible, Klein Solutions GmbH & Co. KG is able to calculate the costs which results by storage, at least however storage charge of 0.5% of the invoice amount for every started month, beginning one month after readiness for dispatch. The storage charge is limited to a total of 5% of the invoice amount, unless that higher costs have been provable arisen for Klein Solutions GmbH & Co. KG.
8. Manufacturing related and customary additional or short deliveries of up to 10% of the ordered amount are allowed, unless a difference of the contract amount in particular cases is unreasonable for the buyer. This is valid for the whole final amount, as well as for the single part delivery.
9. Partial deliveries are allowed. At frame orders every partial delivery is seen as a separate business. With impossibility or delay of a partial delivery the customer is not entitled to withdraw from the whole contract or to claim damages.
10. Should the confirmed date of delivery be shortened by request of the customer, with consent Klein Solutions GmbH & Co. KG is able to arise an appropriate express surcharge. The necessary expenditures like special layer surcharges and weekend working hours or special journeys can be charged in addition to the express train blow.
11. Klein Solutions GmbH & Co. KG is only obliged to the carrying out of the delivery if the customer has made all agreed payments. If payments are made late or unjustified deductions (e. g. Quality-costs) are made, Klein Solutions GmbH & Co. KG is able to keep back the delivery.

#### **§ 8 Passage of risk and dispatch**

1. If nothing else was agreed, the rules of the Incoterm 2010 are valid ex Works.
2. Without certain instruction for the packaging or the dispatch this occurs in Klein Solutions GmbH & Co. KG estimation and at the expenses of the customer.
3. We do not take back transport packets and all other packaging in accordance with the packaging regulations; palettes are excluded. The buyer has to provide for the waste disposal of the packaging at his own expenses.
4. We will try to consider wishes and interests of the customer concerning to the mode and way of dispatch. Thereby conditioned extra costs, also by agreed freight-free delivery, are to the account of the buyer.
5. The dispatch occurs on danger of the customer. Klein Solutions GmbH & Co. KG takes out insurance only at explicit wish and at the expenses of the customer.

#### **§ 9 Reservation of ownership**

1. Klein Solutions GmbH & Co. KG reserves itself the property of delivered product up to the entire payment of all demands from the supply contract. Klein Solutions GmbH & Co. KG can carry out all necessary entries in registers and is also entitled to take back the object of purchase if the customer behaves contrary to the terms of the agreement.
2. The customer is obliged to treat the object of purchase carefully, as long as the property has not gone over on him yet. In particular he is obliged to affirm this at own expenses against theft damages, fire damages and water damages enough at original value by request of Klein Solutions GmbH & Co. KG. As long as the property has not gone over yet, the customer has to inform in writing Klein Solutions GmbH & Co. KG immediately if the delivered object is impounded or is put out to other interventions of third. As far as the third is not able to reimburse Klein Solutions GmbH & Co. KG for the judicial and extrajudicial costs of a complaint, the customer is liable for the resulted failure of Klein Solutions GmbH & Co. KG.
3. The customer is entitled to the resale of the goods under retention in the normal business dealings. The customer signs over by now the claims of the buyer to Klein

Solutions GmbH & Co. KG from the resale of the goods under retention at the height of the agreed invoiced final amount (including value added tax) of Klein Solutions GmbH & Co. KG. This cession is valid no matter whether the object of purchase has been resold without or after processing. The customer persists authorized for the collection of the claim also after the cession. The authority of Klein Solutions GmbH & Co. KG to collect itself the claim, remains of it untouched. Klein Solutions GmbH & Co. KG does not collect the claims, as long as the customer fulfills his financial commitments out of the collected proceeds from business, is not in default in payment and especially when there is no application for opening of an insolvency procedure put in or a suspension of payments is given.

4. The processing or alteration of the object of purchase by the customer always occurs in the name of and by order of Klein Solutions GmbH & Co. KG. In this case the expectant right of the customer continues in the object of purchase/in the altered object. Provided that the object of purchase is processed with other objects which do not belong to Klein Solutions GmbH & Co. KG, Klein Solutions GmbH & Co. KG acquires the co-ownership in the new thing comparatively to the objective value of the object of purchase to the other processed objects at the moment of processing. The same is valid for the case of a mixing. Provided that the mixing occurs in the way that the thing of the customer is considered as a central issue, it is valid as agreed, that the customer transfers the proportionately co-ownership to Klein Solutions GmbH & Co. KG and keeps the resulted sole ownership or co-ownership safe for Klein Solutions GmbH & Co. KG. For the protection of the claims of Klein Solutions GmbH & Co. KG against the customer, he also transfers such claims to Klein Solutions GmbH & Co. KG which arise to him by the connection of the goods under retention with a property against a third; Klein Solutions GmbH & Co. KG accepts this cession by now.
5. Klein Solutions GmbH & Co. KG commits itself, to release its attributable securities by request of the customer, as far as her value exceeds the protected claims about more than 20%.

#### **§ 10 Terms of Payment**

1. As far as nothing else is agreed, Klein Solutions GmbH & Co. KG puts in an invoice by delivery or part delivery.

2. Payments have to be made in the indicated currency within 10 days net from invoice date. Unjustified deductions will be additionally charged at the expenses of the customer.
3. The purchase price is due net (without deduction) immediately with entrance of the invoice at the buyer to the payment, as far as there is no other payment period indicated in the confirmation of order. A discount payment deduction is only allowed with a special written arrangement between us and the buyer. A payment is only valid as occurred when we have the amount at our disposal.
4. The settlement of counterclaims of every kind is excluded.
5. The reserve or shortening of payments because of complaints is only permitted with consent of Klein Solutions GmbH & Co. KG.
6. If the time of the access of the invoice or payment lineup or the access itself is unsafe, the customer is behind 30 days at the latest after settlement and reception of the consideration. With delay of payment Klein Solutions GmbH & Co. KG is entitled to charge interests on arrears of at least 6% p.a. to the customer.
7. At delay of payment Klein Solutions GmbH & Co. KG is able to refuse further deliveries from this or another contract or make it depending on an advance payment or purchaser security, regardless of its other legal rights.

#### **§ 11 Warranty**

1. Decisive for the quality are the agreed technical details or the technical details in catalogues and data sheets of Klein Solutions GmbH & Co. KG as far as agreements are missing. If the products are produced on the basis of the customer's guidelines, the guarantee limits itself to the observance of these guidelines. Every further guarantee on the part of Klein Solutions GmbH & Co. KG is expressly excluded.
2. For missing or wrong parameters at the order and for all risks linked with the use of the products the customer bears the sole responsibility, in particular for all resulted product faults and consequential damages.

3. Every customer, user and consumer of Klein Solutions GmbH & Co. KG - products has to check the suitability for the planned purpose before using.
4. The customer has to check the product immediately on receipt and the required notice of a defect is immediately to raise in writing when there are recognizable defects within 10 days at the latest after entrance of the product in the destination with information of the delivery note and invoice number.
5. In case of the on time upraised notice of a defect Klein Solutions GmbH & Co. KG is able to choose whether they retouch it (removal of the defect/ subsequent performance) or deliver a flawless product. The customer is obliged to grant the necessary time and opportunity for the subsequent performance. If two tries for subsequent performance are unsuccessful (failed subsequent performance) or Klein Solutions GmbH & Co. KG refuses the subsequent performance or the subsequent performance is unreasonable, the customer is able to withdraw from the contract or to reduce the purchase price.
6. Further or other demands of the customer, in particular on compensation, substitute of consequential harm caused by a defect, substitute for lost profit or for cancellation of the contract are expressly excluded.
7. The demands and complaints out of guarantee because of defects of the product come under the statute of limitations and forfeit after 12 months from passing of a risk.
8. For interferences of the deliverable by natural wear, damage after passing of a risk or improper treatment neither a guarantee nor a compensation duty is taken over.
9. The liability of Klein Solutions GmbH & Co. KG expires, if the customer or third have carried out reoperation and changes on the product without previous approval of Klein Solutions GmbH & Co. KG, or if delivered or not released parts from Klein Solutions GmbH & Co. KG were used.
10. The redemption of a whole consignment cannot be required if only parts of it are insufficient.
11. Klein Solutions GmbH & Co. KG is not liable for claims of third because of patent or

trademark infringement through the delivered products.

#### **§ 12 Contract liabilities**

1. Should single regulations of these Terms and Conditions be or become ineffective, this does not have an effect on the validity of the remaining regulations. The ineffective regulation has to be replaced by a new regulation which possibly fulfils the same juridical and economic purpose. This is not valid if the adherence to the contract appears as an unreasonable hardness to a party of the contract.
2. By the way Klein Solutions GmbH & Co. KG reserves itself anytime changes of these Terms and Conditions.

#### **§ 13 Place of performance and jurisdiction**

1. Place of performance for all deliveries and payments to Klein Solutions GmbH & Co. KG is the company headquarters in 58675 Hemer, Germany.
2. Legal venue is Iserlohn, Germany

Valid from the 1st of August, 2019

Klein Solutions GmbH & Co. KG,  
Kanadastrasse 4, 58675 Hemer