

Terms and Conditions of Purchase of KALOG GmbH & Co KG (hereinafter referred to as "KALOG")
Status: May 2024

§ 1 Validity of the Terms and Conditions of Purchase

1. The following Terms and Conditions of Purchase shall apply to all legal relationships between KALOG and its suppliers, provided that the supplier is an entrepreneur, a legal entity under public law or a special fund under public law. These Terms and Conditions of Purchase shall apply exclusively. Deviating provisions, in particular the supplier's terms and conditions of sale, delivery and payment, shall only apply if they have been confirmed in writing by KALOG; this consent requirement shall also apply if the supplier refers to its general terms and conditions in the order confirmation and KALOG does not expressly object thereto.

2. With the first delivery on the basis of these Terms and Conditions of Purchase, the Supplier also recognizes the Terms and Conditions of Purchase in their current version as agreed for all further contractual relationships, in particular those relating to the sale or delivery of movable goods or the provision of work services. The currently valid version of the Terms and Conditions of Purchase can be downloaded and printed from the Internet at www.kalog.com. 3. Individual agreements with the supplier (e.g. framework agreements, disposition agreements or supply contracts) shall take precedence over these Terms and Conditions of Purchase. They shall be supplemented by these Terms and Conditions of Purchase unless more specific provisions are made therein.

§ 2 Formation of the contract

KALOG orders in writing or in text form (e.g. fax, email, online, EDI etc.). Only the content of the order counts. The supplier must confirm the order within 3 working days of the order date by EDI ORDRSP or in writing. Should shorter delivery periods apply, the confirmation period shall be reduced to half of the delivery period. Until receipt of the order confirmation, KALOG shall be entitled to cancel its order(s). Claims of the supplier due to effective revocation are excluded.

§ 3 Prices, payment

1. Agreed prices are understood to include statutory value-added tax if this is not listed separately. Unless otherwise agreed, the price includes all costs for packaging (cable drums, cardboard boxes, outer packaging, protective covers, etc.), cable cuts, transportation and insurance to the specified place of receipt or use, for customs formalities and customs.

2. Unless otherwise agreed, the agreed price shall be due for payment within 60 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice.

3. Invoices must be sent with all associated data and VAT statement in a single copy after performance/delivery. If a CS agreement has been concluded, its provisions shall apply.
4. If premature deliveries are accepted, the due date shall be based on the originally agreed delivery date.
5. In the case of bank transfers, payment shall be deemed to have been made on time if the transfer order is received by the bank before the expiry of the payment deadline; KALOG shall not be responsible for delays caused by the banks involved in the payment process.
4. In the event of incomplete or defective delivery, KALOG shall be entitled to withhold payment in full or in part until proper fulfilment. The supplier shall only be entitled to rights of retention and set-off against claims of KALOG in respect of such claims which are recognized by KALOG or have been legally established.

§ 4 Delivery dates and deadlines/Duty of care/Default of acceptance

1. The agreed delivery dates and deadlines or information on the time of performance shall be binding. This and the following provisions in § 4 shall also apply to notifications (exact time of delivery) by the Supplier. The receipt of goods at KALOG or the agreed place of performance - to be determined by KALOG in case of doubt - shall count as compliance.
2. The supplier is obliged to inform KALOG immediately by EDI ORDRSP/ in writing if circumstances arise or become apparent to the supplier which indicate that agreed delivery dates cannot be met.
3. If the supplier fails to meet delivery dates and deadlines for reasons within its sphere of risk, KALOG shall be entitled to withdraw from the contract and/or demand compensation for damages without further notice of default or setting of a grace period.
4. If the supplier fails to meet delivery dates and deadlines for reasons for which it is demonstrably not responsible, the parties undertake to adjust the contract in good faith in accordance with the changed circumstances. However, KALOG shall be released from any obligation to accept the ordered delivery and shall be entitled to withdraw from the contract if the delivery is no longer usable for KALOG from an economic point of view due to the lapse of time.
5. The statutory provisions shall apply to the occurrence of default of acceptance by KALOG. The supplier must also expressly offer its delivery or service if a specific or determinable calendar time has been agreed for an action or cooperation by KALOG (e.g. provision of material). In the event of default of acceptance by KALOG, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB - German Civil Code). If the contract relates to a non-fungible item to be manufactured by the supplier (individual production), the supplier shall only be entitled to further rights if KALOG undertakes to cooperate and is responsible for any failure to cooperate.

§ 5 Transfer of risk/Packaging/Insurance/Acceptance/Ownership/Copyrights

1. Delivery must always be made free domicile and shall be at the supplier's risk until the time of complete delivery to the contractually agreed place of receipt or use. KALOG shall be entitled, even after the conclusion of the contract, to specify a different place of receipt or use to the supplier, provided that the supplier does not suffer any disadvantage (additional costs etc.) as a result or KALOG undertakes to compensate the supplier for this disadvantage.
2. The supplier shall pack the items to be delivered exclusively in environmentally friendly packaging material in such a way as to prevent damage in transit. In addition, the supplier must comply with the packaging regulations in accordance with the law on the placing on the market, return and high-quality recycling of packaging (Packaging Act - VerpackG) for deliveries to KALOG. If this is not done, KALOG may reject the delivered goods or have them repackaged in accordance with the contract at the Supplier's expense.
3. The supplier shall insure the delivery at its own expense against loss and damage during transportation and shall provide KALOG with proof of insurance on request.
4. In the event of the manufacture, installation or assembly of a work, the risk shall pass upon acceptance.
5. Upon delivery or acceptance, the goods or works become the direct property of KALOG.
6. The supplier shall grant KALOG the exclusive, freely transferable, temporally and spatially unlimited right of use for all known types of utilization for all copyrightable services.

§ 6 Warranty/Guarantee

1. The Supplier warrants that all deliveries/services comply with the latest state of the art, the relevant national, European and international legal provisions and the regulations and directives of the authorities. (This applies regardless of whether they are expressly or fully named in the contract documents. The supplier also guarantees the environmental compatibility of the products supplied and the packaging materials. Otherwise, the supplier shall be liable for all resulting damages, including consequential damages.

KALOG is entitled to demand that the supplier submits quality certificates relating to the delivery items free of charge.

2. a) In addition, unless otherwise agreed below, the supplier shall provide a warranty for material defects and defects of title - including incorrect and short delivery -, improper assembly, defective assembly, operating or operating instructions and shall also be liable for other breaches of duty in accordance with the statutory provisions.

b) The supplier shall be liable under the warranty for the agreed quality at the time of transfer of risk. Product descriptions from KALOG or those of the manufacturer

/suppliers are deemed to be agreements on quality. The supplier shall ensure that the cables ordered are at least the agreed length and are delivered in one piece.

3. a) In view of the fact that KALOG's customers also demand a warranty exceeding the statutory warranty periods, the warranty period for deliveries of goods shall be two years after the

defect has been discovered by KALOG, but no longer than three years after the transfer of risk or, in the case of the provision of work services by the supplier, from the time of acceptance.

b) In the case of unaltered installation of the delivered items in KALOG products, the warranty period shall commence at the time of commissioning of the products by the end customer. However, it ends at the latest three years after delivery of the goods to KALOG or, in the case of work services, after acceptance of the service by KALOG.

4. If material defects occur in deliveries during the warranty period, the supplier shall provide subsequent performance, at KALOG's discretion, by repairing or replacing the defective item. KALOG's claims for damages or compensation for futile expenses remain unaffected. All costs required for subsequent performance, replacement delivery or repair for personnel and material costs, installation and removal, disposal, transportation, increased inspection costs for incoming goods inspection beyond the usual scope, recall and legal action, etc. shall be borne by the supplier. In the event of a replacement delivery by the supplier, the warranty obligations shall recommence in relation to the newly delivered parts in accordance with the above provisions.

5. If KALOG's claim for subsequent performance is not fulfilled within a reasonable period, the subsequent performance shall be deemed to have failed and KALOG shall be entitled to remedy the defect itself or have it remedied by third parties at the expense and risk of the supplier, without affecting the supplier's liability for material defects in other respects.

6. In the event of an unjustified request by KALOG to remedy a defect, KALOG shall only be liable to the supplier for damages if KALOG recognized or was grossly negligent in not recognizing that there was no defect.

7. The supplier shall bear the costs and risk of returning defective delivery items.

8. KALOG is not obliged to inspect the goods or make special inquiries about any defects upon conclusion of the contract. Notwithstanding Section 442 para. 1 sentence 2 BGB, KALOG shall be entitled to claims for defects without restriction even if the defect remained unknown at the time of conclusion of the contract due to gross negligence on the part of KALOG.

9. The statutory provisions (Sections 377, 381 HGB - German Commercial Code) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: KALOG's duty to inspect shall be limited to defects which become apparent during our incoming goods inspection by external examination, including the delivery documents (e.g. transport damage, incorrect and short delivery). Insofar as acceptance has been agreed, no obligation to inspect shall exist. Furthermore, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding KALOG's duty to inspect, a complaint (notice of defects) shall be deemed to have been made without delay and in good time if it is sent within 5 working days of discovery or, in the case of obvious defects, of delivery.

§ 7 Product liability

1. The supplier is obliged to compensate KALOG for any damages incurred due to a defect in the delivery item. If a claim is made against KALOG under the provisions of domestic or foreign product liability regulations due to the defectiveness of the product which is based on defects in the

goods delivered by the supplier, the supplier is obliged to indemnify KALOG against all claims which are attributable to a defect in the parts delivered. In addition to compensation payments to third parties, the supplier's obligation to pay compensation shall also include the costs of legal defence, recall costs, installation and removal costs, disposal costs as well as KALOG's administrative and other expenses for the settlement of claims.

2. The supplier is obliged to take out and maintain product liability insurance at its own expense, which also covers the risk of recall, if and insofar as this can be covered, and to provide KALOG with proof of insurance cover by submitting a copy of the insurance policy on request. The insurance cover of the product liability insurance must extend worldwide and must at least correspond to the respective maximum liability limits of the German Product Liability Act (Produkthaftungsgesetz) in terms of scope and duration, whereby an amount of EUR 10 million per claim shall be sufficient with regard to the sum insured.

§ 8 Confidentiality, data protection

1. The supplier is obliged to treat the conclusion of the contract confidentially. All commercial and technical details as well as operating procedures that have become known to it through the business relationship with KALOG must be kept secret as business secrets as long as they have not become public knowledge. The supplier shall impose the confidentiality obligation, which shall also apply beyond the termination of the contract up to a maximum of 5 years from the date on which the trade secret becomes known, on its employees, subcontractors or other agents in the same form by contract.

2. In the case of contractually agreed through-delivery of the contractual products to end customers (e.g. directly to the construction site), the supplier must fulfil the same duties of care that it has assumed towards KALOG.

3. The supplier is aware that its personal data is stored by KALOG on data carriers. KALOG does this exclusively for the purpose of executing the supply contract in compliance with the applicable data protection regulations.

§ 9 Property rights

1. The supplier shall be liable for damages resulting from the infringement of industrial property rights and/or applications for industrial property rights when the delivery items are used in accordance with the contract.

2. In the event of claims being made against KALOG or its customers by third parties, the supplier shall indemnify KALOG against all claims arising from the use of such property rights on request. The supplier's obligation to indemnify relates to all expenses incurred by KALOG or its customers from or in connection with the third-party claim. This includes in particular the costs of legal defence and representation as well as all costs of a necessary replacement procurement

3. The limitation period for the claims against the Supplier specified in § 9 shall be 10 years, calculated from the conclusion of the contract.

§ 10 Safety regulations

1. The supplier shall comply with the recognized rules of technology, the safety regulations and the technical data or limit values corresponding to the state of the art or going beyond the agreed technical data or limit values for its deliveries. In particular, DIN, EN, ISO, LMBG, VDE, Reach VO, RoHS VO (2011/65 EU), EC directives (e.g. EC Machinery Directive) and the other relevant regulations.
2. The supplier undertakes to use only materials that comply with the applicable statutory safety requirements and regulations, in particular for restricted, toxic and hazardous substances. The same applies to environmental protection provisions and regulations relating to electricity and electromagnetic fields. The commitment includes all globally applicable regulations.
3. If the Supplier's products do not comply with the requirements set out in clauses 1 to 2, KALOG shall be entitled to withdraw from the contract. Any further claims for damages shall remain unaffected.
4. KALOG must be notified of any intended changes to the delivery item. They require the written consent of KALOG.

§ 11 Quality and documentation

1. The scope of delivery shall include, without separate charge, the product-specific and/or technical documentation, the declaration of conformity and other documents required for the ordered item or its use (e.g. assembly and operating instructions, product and safety instructions, etc.) and certificates as well as the necessary markings of the parts (brands, manufacturer's mark, order number, article number, serial number, etc.) and/or their packaging. The supplier must also specify the unit weights and dimensions of the parts to be delivered in the order confirmation. In addition, the supplier must always provide correct information about the country and location in which the goods were produced as well as the relevant customs tariff numbers.
2. The costs for declarations of conformity shall be borne by the supplier. The declarations of conformity and the documents referred to in § 11 clause 1 must be submitted in German without delay at the request of KALOG.
3. Irrespective of this, the supplier must constantly check the quality of the delivery items. The customer must notify KALOG immediately of any possible improvements. This applies in particular to safety-relevant components. The supplier is obliged to check the design for manufacturability and to carry out a plausibility check. It must inform KALOG immediately of any recognizable errors in the specifications and foreseeable complications.
4. a) If minimum and/or maximum values of parameters are specified in the order, the specified maximum values must not be exceeded in any area of the workpiece or product and the specified minimum values must not be undercut in any case and at any point. Insofar as no separate agreements have been made, excess and short lengths of a maximum of 5% shall be permitted, especially with regard to the length of the cables supplied. However, this does not apply to so-called

ring goods, where precisely cut lengths are ordered, which the supplier must then deliver in the ordered continuous length. The same shall apply in the case of contractually agreed fixed-length production, fitting lengths and deliveries to construction sites or to end customers of KALOG and its shareholders.

- b) This must be ensured and documented using suitable test and measurement procedures.
- c) KALOG may request disclosure of the results of this review in writing at any time and no additional cost.

5. Insofar as authorities responsible for production safety, production labelling, exhaust gas regulations, etc. demand to inspect KALOG's production process and test documents to verify certain requirements, the supplier agrees to grant KALOG the same rights at its premises and to provide reasonable support.

§ 12 Sustainability

The supplier undertakes to adhere to KALOG's "Statement of Principles on the Supply Chain Due Diligence Act" in its current version, to comply with the associated requirements and to take all necessary steps to ensure that the obligations contained therein are met both by its own company and within its supply chain. The Statement of Principles can be viewed or downloaded at <https://www.kalog.com/lksg/lieferkettensorgfaltspflichtengesetz.html>.

§ 13 General provisions

- 1. If the supplier ceases to make payments, if insolvency proceedings are instituted against its assets, or if judicial or extrajudicial composition proceedings are applied for and/or opened, KALOG shall be entitled to withdraw from the part of the contract that has not been fulfilled. The same shall apply if the supplier is purchased or majority-controlled by a company that is in direct competition with KALOG.
- 2.
 - a) The invalidity of individual clauses shall not affect the validity of the remaining clauses.
 - b) Ineffective provisions shall be replaced by the statutory provisions. The same shall apply in the event of a loophole.
- 3.
 - a) The law of the Federal Republic of Germany shall apply, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
 - b) The contractual and procedural language shall be German.
 - c) Place of jurisdiction: Ratingen. However, KALOG shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Purchase or an overriding individual agreement or at the general place of jurisdiction of the seller.