

General terms and conditions (GTC)

I. General terms

1. The following conditions shall apply to all our quotations and contracts, to current and future transactions. They shall be recognized by the buyer at latest with the receipt of the goods or services and need not be agreed upon expressly.
2. Any diverging agreements, such as amendments, collateral agreements and supplements as well as diverging general terms and conditions or purchasing conditions of our customers are herewith expressly and definitely opposed.
3. Deviations from our terms and conditions shall not become effective unless we have confirmed them in written form and are only effective for the particular project.

II. Contract and Prices

1. Our offers and price lists are not binding; they are without obligation and subject to our written order confirmation.
2. Our sales agents and distributors are not authorized to give guarantees or make arrangements which differ from our general contract terms and conditions. Any deviations from our general conditions of sales have to be confirmed by us in written form on the order confirmation to be valid.
3. Our prices are on principle to be understood in EUR, plus VAT as stipulated by law at the time of shipment, as well as freight and packing costs for the individual order concerned. They only include the mentioned services, any special services will be invoiced additionally. Shipments outside Germany are not subject to VAT.
4. For a net order value of up to EUR 160,- (without metal surcharge) additional min. quantity surcharge of EUR 15,- is being invoiced.
5. Prices stipulated by us correspond to the present cost situation. They include a copper basis of EUR 150,- per 100kg copper, excluded are the underground cables with hollow prices (copper basis 0) as well as telephone cables with a copper basis of EUR 100,- per 100 kg copper. Decisive for the determination of the sales price is the value of the corresponding DEL notice at the date of our order confirmation (plus 1% delivery costs, rounded). If the notation of the day differs from the copper basis, the list price for 1.000 m cable shall increase by the amount resulting from the multiplication of the copper weight with the difference from the metal notation. The metal calculation for cables with other conductor materials/metals (e.g. nickel, silver, aluminum) shall be analog to the copper price determination in our order confirmations. They are valid on conditions of an unhindered execution of the order and unchanged cost of wages and materials. If the costs of material, wage or transport cost, taxes or duties increase unforeseen, we shall be entitled to recalculate the prices at the date of shipment if the shipment is made later than 4 months after conclusion of the contract. If the customer makes modifications after our order confirmation, we shall be entitled to adjust prices in accordance to cost surplus caused by the modification.

III. Costs for shipping and packing

1. Items sold on meter basis up to 250m resp. up to 40kg can be delivered as a ring. Items longer resp. heavier can be delivered on drums. If no packing lengths are specified on the order, we reserve the right to determine the lengths according to our standard lengths. A cut length surcharge per special length will be charged for special cutting length requests. Accessories will solely be delivered in packaging units as specified in our catalogue or our order confirmation.
2. Orders with a net order value of EUR 300,- (without metal surcharge) per shipment will be shipped within Germany to the station of destination carriage paid. However, no freight charges will be reimbursed nor will any collecting compensation be paid in case of collection by the customer. An express shipment of any other special shipping mode required by the customer will in any case be at his expense.
3. The packing is always invoiced additionally. For large stable containers of wood, metal and other materials we reimburse 3/4 of the packing cost if they are returned undamaged and carriage paid.
4. If cables are supplied on drums from Kabeltrommel GmbH, Cologne (KTG), the drum rent as well as the deposit value will be invoiced according to the KTG contract conditions. As soon as the KTG drums are free, KTG has to be informed accordingly. The corresponding KTG conditions shall be accepted by the customer to whom they will be sent upon request. If the cable is supplied on ConCab drums resp. non-returnable drums, no drum rent will normally be charged. It is only the supplier's choice to decide whether returnable or non-returnable drums are used for shipment. In case of returnable packings/drums, the customer will be responsible for the correct handling and return, which shall be at his own risk and expense.

IV. Execution and quantity

1. Material, colour, weight, dimensions, technical design or similar characteristics may be subject to alterations provided that the subject delivered remains as a whole acceptable to the customer.
2. All quantities, dimensions and technical information shall in other respects be subject to the commercial tolerances, quantity increases or reductions up to 10% are admissible.
3. The shipment of customer specific orders e.g. specific cables will be carried out in production-related manufacturing lengths.

V. Delivery times, self-supply reservation and shipment

1. Our delivery times are to be understood as being agreed approximately.
2. Our delivery dates are to be understood ex works or ex stock - leaving our plant. They are in any case subject to the fulfillment of the contractual obligations by the customer. Any subsequent amendment or supplement requested by the customer shall postpone the delivery time accordingly.
3. Our delivery commitment shall be subject to self-supply. Even though delivery times are contractually agreed upon, we shall not be responsible for any delays in shipment or servicing caused by force majeure and/or events complicating the delivery or making it impossible, such as unforeseeable difficulties occurred in procuring material, shortage of raw material, official actions, strike, lockout, etc., even if they occur to our suppliers or their sub-suppliers. They entitle us to postpone the shipment by the duration of the impediments plus a reasonable start-up time or to withdraw from the contract in case of impediments which turn out to be of longer duration.
4. A declaration supplied by our supplier or a sub-supplier shall be a sufficient proof that we are prevented from supplying or servicing.
5. Partial shipments shall be possible. Each partial shipment is considered an independent transaction and does not affect the unfulfilled part of the contract. We are at any time entitled to partial shipments or services.
6. Delivery times start after clarification of all details related to the order and its execution.
7. The execution of deliveries requires - in each single case and in time - response to all questions, transmission of all required and requested engineering drawings resp. documents as well as parts to be provided, granting of all required clearances and approvals. Otherwise the delivery time will be extended accordingly.
8. Times and target dates are considered as met, as soon as the sending has been brought to shipment or the readiness for shipment has been announced within the period agreed or the goods have been fetched.
9. ConCab is only obliged to execute and to deliver, as soon as the customer provided all agreed payments. In case that payment will be delayed, deliveries can be delayed accordingly.
10. For intra-community deliveries, the customers are obligated, to indicate the tax ID number as well as all information which are required to check on the tax exemption and to provide all supporting documents. Will the customer not meet this obligation in time, the delivery will be handled as liable for taxation. In this case ConCab is authorized to calculate and to invoice this tax on sales in addition. As far as ConCab assumed deliveries wrongly as exempted from tax caused on incorrect data from the customers, the customer has to release us from the tax liability and has to take over all related additional expenses.

VI. Place of performance, shipment and passing of the risk

1. Place of performance is for both parties the registered seat of our company.
2. Loading and shipment shall be made to the best of our discretion and always at the customer's risk. The risk passes on as soon as we have shown the readiness for dispatch, at the latest with the beginning of the loading onto the means of transport. The same shall apply if shipment is made free of charge.
3. In case of transport damages, it is up to the customer to immediately arrange with the authority in charge for an ascertainment of the facts as otherwise possible claims against the transporting or insurance company gets lost.

VII. Failure to take on delivery

1. In case of the customer's default in taking delivery, we are, after unsuccessful expiration of an adequate period, entitled to either refrain from the contract or to claim indemnification because of non-fulfillment to an amount of 20% of the order value (unless the customer evidences that the damage involved is considerably lower or that there is no damage at all). The assertion of an effectively higher claim remains reserved.

VIII. Terms of payment

1. Our invoices are payable either within 10 days with 2% discount (only to be applied on the net order value without metal surcharge) or within 30 days from date of invoice net. Discount shall only be granted if all previous payment obligations have been met. In special cases we reserve the right to ask for advance or immediate payment.
2. We are entitled to charge from the due date on default interests at a rate of 4% above the discount rate as stipulated by the Deutsche Bundesbank. The assertion of additional compensations for additional damages caused by the default shall not be affected.
3. If an order is executed in several shipments, we shall be entitled to invoice the individual shipments separately. In case of delay in payment, we shall have the right to discontinue the supply until payment is made.
4. We accept eligible bills only upon expressive agreement and for the sake of payment. Any costs and expenses involved shall be paid for by the customer. Bills and cheques are only credited after clean receipt of the net value and only to the amount of the same.

5. All our claims shall regardless of any terms of payment, deferment or the life of any bills or papers received, become due immediately if any circumstances (e.g. protest of bills, payments in arrears) which may in our opinion affect the creditworthiness of the customer comes to our knowledge. We can in this case demand an immediate advance payment and adequate securities for any outstanding supplies and services or withdraw from the contract.
6. If a customer discontinues his payment, becomes bankrupt or aims at the institution of composition proceedings, any discounts, allowances or other price reductions granted on outstanding claims shall be regarded as not being granted.
7. As far as the order belongs to the operation of a commercial business of the customer, the same shall not be authorized to enforce a lien.
8. The setting off of disputed claims that have not been recognized by declaratory judgment is excluded.

IX. Reservation of the right ownership

1. All goods supplied to the customer shall remain our property until full payment of all our claims, even if the purchase price of specifically denominated claims has been settled.
2. We are the owner of the reserved goods, the customer is the custodian. The customer is as custodian above all obliged to secure and care for the goods properly, making sure that no property or person can be exposed to danger. Any possible risks have to be covered adequately by insurances.
3. The handling and use of the reserved goods is done for us as manufacturers in the meaning of § 950 BGB (German Civil Code), however, without engaging us. The used goods are considered to be reserved goods.
4. If the reserved goods are handled, mixed or connected with reserved goods of other suppliers, the customer assigns his ownership or co-ownership to ConCab.
5. The customer shall until revoked be allowed to resell the goods supplied by us and the articles resulting from their processing in proper business dealings.
6. The customer assigns us as security all claims resulting from the resale to the amount of our full purchase price claim until the full redemption of all our claims. As far as the goods have been handled, mixed or mingled, the assignment shall be made in proportion of the reservation of ownership to the value of all goods. If the customer has sold the claim within a real factoring, he shall assign us the claim taking its place against the factor. The reservation of ownership shall also remain in force if some of our claims are included in a current invoice: the balance is struck and accepted. The reservation of ownership is due to us not only for the accepted and abstract final balance, but also for the causal balance. The customer shall assign us the claims on the balance in the meaning of § 355 HGB (Commercial Code) in the amount of the claims being due to us. If the value of the securities given to us exceeds total claims by more than 20%, we shall release securities of our choice upon customer's request.
7. The customer shall be entitled to collect assigned claims as long as he meets his financial obligations with us in accordance with the contract and his property is not subject to forfeiture. He shall in any case no longer be entitled to collection if we withdraw the authorization or disclose the assignment. The customer shall not be entitled to dispose otherwise of the reserved goods (e.g. pledging, assignment as security for a debt). The customer shall upon our request be obliged to inform us about all assigned claims, above all to supply us a list showing the debtors with name, address, amount of the claims, date and number of the invoices as well as any existing global assignments.
8. The customer's right to own reserved goods expires if he gets into arrears concerning his obligations toward us or if circumstances occur which justify according to article VIII, item 5, an immediate maturity acceleration of our claims. The customer shall upon request return the reserved goods at his expense. As indirect owners of the reserved goods we have also the right to enter the customer's premises and to take the reserved goods as security, which cannot automatically be considered a withdrawal from the contract. We are entitled to claim and utilize assets of the customer which are subject to our direct influence as security.
9. In case of garnishments or other adverse effects through third parties the customer has to inform ConCab kabel without delay. In addition the customer has also to inform the third party about the existence of reservations of proprietary rights through ConCab kabel also with no delay.

X. Warranty

1. We only supply goods that meet the current state of technical development. As far as standards (DIN) or other regulation (VDE) are available, we supply goods that have been manufactured according to these regulations.
2. The goods supplied by us have to be checked for defects immediately upon receipt at the place of destination, also if samples had been sent. The shipment and/or service is considered accepted if we are not given written notice of obvious defects or defects detected during the inspection within a preclusive period of eight days after arrival of the goods at the place of destination, but in any case before connection, installation or processing. The notice shall in any case show the delivery note and invoice number.
3. Our warranty is limited to rectifications of defects respectively replacements of our choice. The customer has to give us time and occasion in an adequate way. If rectifications of defects or replacements turn out to be obviously unsuccessful or if we reject the remedy of a defect because of disproportionately high expenses, the customer shall have the right of claiming either a compensation or withdrawing from the contract.
4. Warranty claims are subject to a limitation period of twelve months after passing of the risk, in case of acceptance after the acceptance. A rectification of defects or replacement does neither suspend nor interrupt the limitation period of warranty claims.
5. We shall not be responsible for damages being due to improper handling and storing, faulty installation or natural wear. Repair works or other interventions carried out by the customer or third parties without our consent shall exclude any warranty.
6. Replaced parts will change to our property.

XI. Liability

1. Claims for indemnification are, with exception of the restrictions mentioned under the following item, excluded regardless of their legal grounds, provided they are not subject to a grossly negligent or willful violation of our contractual obligations.
2. In case of our delay or failure to supply, for which we are responsible, our obligation for indemnification shall be limited to 10% of the value of the part of supply in question. This does not affect our liability concerning characteristics guaranteed by us.
3. We are not liable for indirect or consequential damages.
4. All claims for indemnification, for whatever legal ground, are subject to a limitation period of six months after passing of the risk, in case of acceptance after the acceptance.
5. Any written or verbal suggestions concerning use or models are made to the best of our knowledge. They are not binding and no responsibility is taken. This does not relieve the customer from own tests or inspections.

XII. Binding force of a contract, place of jurisdiction

1. The ineffectiveness of individual contractual regulations does not affect the validity of the remaining regulations. The customer and the supplier agree to secure as far as possible the economic success aimed at in an ineffective clause in another legally admissible way.
2. Jurisdiction for all rights and obligation, also from bills and cheques, is at our choice Schwäbisch Hall or Heilbronn, as far as customers are merchants who have been entered as merchants in the commercial register, legal persons under public law or persons who have no general jurisdiction in Germany. This does also apply to those being liable for the customer's obligations. We are in any case entitled to take also legal actions at the customer's registered seat.
3. German rights have to be applied exclusively. The application of Uniform Law on the International Sale of Goods is excluded.

XIII. Others

1. Orders with cutting length are not cancellable as soon as the order confirmation has been issued. Return of original packed and unshorted goods is only accepted after previous written agreement. Handling- and freight charges are to the debit of the customer. A credit note can't be disbursed but charges against new orders resp. new deliveries.
2. For cost-estimations, offers, drawings and other documents ConCab reserves proprietary and copy rights; these documents are not allowed to make accessible for third parties without our written approval. Modifications in construction and production are reserved with regards on new technical expertise and improvements.
3. Details on diameters from cables and wires are subject to production-oriented fluctuations, plus allowed measuring tolerances.
4. For construction- and program alterations all rights reserved by ConCab.
5. In case of redelivery of our goods by a German customer into a foreign country, the German customer needs to investigate whether the exported goods confirm to the restrictions under the Foreign Trade and Industry Law of the Federal Republic of Germany as well as the Dual-Use Decree of the European Union (EU) or the external trade law of the country to be exported to. The exporter himself is responsible for observing the appropriate regulations.
6. At the time of order the general terms and conditions of ConCab kabel gmbh have to be applied which are made available at the internet-presence of ConCab. www.concab.de/agb_en
7. With the date of publishing these conditions of sale, all previous conditions will no longer be valid. All offers are also based on these conditions of sale.

The latest status of these General Terms and Conditions can be downloaded from:

www.concab.de/en/service/gtc