

## 1. General

Only our conditions of sale shall be valid in respect of all deliveries. Contradicting conditions of purchase will not be accepted. Conditions of purchase shall only be valid if they have been explicitly accepted by us and confirmed in writing.

## 2. Prices

Prices quoted include the reel and outer packing. Where cable drums are used an extra charge will be made. Drums are nonreturnable. Prices quoted are free German border for goods exceeding the value of EUR 511,29. For orders below EUR 255,65 prices quoted are ex-works. If special or express despatch is required a charge will be made in respect of the difference between this method of despatch and the standard freight charges.

## 3. Metal charges

All prices quoted are based on a copper value of EUR 150,- per 100 kg. An extra charge will be made to correct the cost of the copper content in accordance with the DEL price ruling on the day an order is received.

## 4. Delivered lengths

A variation of 10% of the required quantity may be delivered. Material specially made to the customers requirements will be delivered in lengths as manufactured and may be subject to variation dictated by technical manufacturing considerations.

## 5. Payment

As agreed.

## 6. Ownership

All materials delivered by the supplier shall remain his property in its entirety until after receipt of all payment including additional costs which may arise. Where material is used by the purchaser as part of his own manufacturing programme, the supplier is to be regarded as the manufacturer and retains the right to part-ownership of the product in proportion of the value of the goods supplied to the value of the end product.

## 7. Packing charges

Costs for packing will be charged. For boxes or similar packing we will charge a pledge. Packing of this kind has to be returned free of charge to station Hemmingen. At immediate return of packing free of charge we will credit 2/3 of the pledge. For lended drums the usual conditions of KTG, Cologne apply (also valid for the supply on HELU owned drums). The customer takes responsibility for the correct treatment of the packing and boxes and will be responsible in case of loss or damage.

## 8. Delivery period

Delivery date stated in the order confirmation shall be understood to be in force from the date on which all aspects of an order have been clarified. The supplier may not be held responsible for delays in the delivery date agreed which may be caused by unforeseen circumstances be they in his own organisation or due to delays occasioned by the suppliers to the seller. Acceptance and execution of orders are understood to be subject to the material being available from the suppliers to the seller. Notice that material is ready for shipments is to be considered equal to actual delivery.

## 9. Acceptance of risk

The purchaser is responsible for all risks once a consignment (material and packing) has been handed to the transportation contractor or once the purchaser has been notified that the material is ready for despatch. This condition shall apply also where point of shipment is not the same as the destination where a contract may be deemed to be fulfilled.

## 10. Guarantee

Only material manufactured in accordance with standards of the Verband Deutscher Elektrotechniker (VDE) is to be supplied in so far as such standards exist. Other quality requirements must be specially agreed upon prior to manufacture. The purchaser is obliged to inspect goods delivered in respect of possible external damage immediately upon receipt. Such damage must be notified in writing within 10 days of arrival of the material, quoting delivery note and invoice number. No claim will be accepted if this condition has not been fulfilled. Where a complaint is justified a replacement will be supplied within a reasonable period. The supplier cannot be held responsible beyond supplying a replacement, for any damage caused be it direct or indirect or consequential. Liability does not include natural wear nor damage caused as a result of incorrect or careless use of the material by the purchaser. This is to include use outside the limits for the material as stipulated by the supplier, including environmental, chemical, electrochemical or electrical conditions.

## 11. Return of the material

Material will only be accepted back from the purchaser after written agreement to this effect has been issued by the seller.

## 12. Small quantity surcharge

For orders of less than 50 metres of any type a surcharge of 20% will be made. For lengths between 51 and 99 metres a surcharge of 10% will be made. A minimum charge of EUR 25,56 will be made for any order.

## 13. Design changes

The supplier reserves the right to implement changes resulting from further technical developments and modifications in manufacturing processes. The diameters given for cable and wires are approximate values and subject to fluctuations in technical manufacturing processes.

## 14. Completion of contract and court ruling for both seller and purchaser will be Ludwigsburg, Federal Republic of Germany.