

The 2018 ZVEI (= Association of the Electrical Engineering and Electronics Industry) version of the "General Terms and Conditions of Delivery of the ZVEI for Products and Services – Green Terms of Delivery" (hereinafter "Green Terms of Delivery" - downloadable from our www.kaiser-elektro.de website) shall apply to all our commercial relationships with our customers, in addition to the following supplementary terms and conditions of KAISER GmbH & Co.KG. In the event of unintended contradictions, our supplementary terms and conditions have priority.

The customer's differing, conflicting or supplementary terms and conditions shall only become an integral part of the contract insofar as we have expressly consented to their validity. This consent requirement applies in all cases, for example even if being aware of the customer's general terms and conditions of business we carry out the delivery to him without reservation.

1. Orders, scope of the deliveries and services

The customer's order for the goods is deemed to be a binding contract offer. Insofar as nothing further arises from this order, we are entitled to accept this contract offer within 4 weeks of receiving it. Acceptance can be declared either in writing (e.g. by confirmation of order) or by delivery of the goods to the customer.

The scope of the deliveries or services shall be determined by the mutual written declarations (Article I no. 1 of the "Green Terms of Delivery"). In addition to the "Green Terms of Delivery", the following applies: If a contract has been concluded without the presence of such mutual declarations, either the supplier's or service provider's (hereinafter: supplier) written confirmation of order is decisive, and if no such confirmation has taken place, the customer's written order. Individual agreements concluded with the purchaser on a case-by-case basis (including side agreements, supplements and amendments) take precedence in all cases. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such agreements.

2. Prices, terms and conditions of payment

Further to Article II of the "Green Terms of Delivery", the following applies:

The catalogue prices are recommended retail prices in Euro and exclusive of sales tax. The prices for brass products are subject to certain variations which follow the relevant DEL quotations. These prices are based on a DEL quotation of 150 Euro for Ms58. An upward or downward change to this quotation of more than 15 Euro will be invoiced with a 5% surcharge or 5% reduction. The basis for the surcharge or reduction will be the DEL quotation on the date on which we receive the order. Our current product prices - without taking into account any possible surcharge or discount - can be found on: www.kaiser-elektro.org/preise

Unless otherwise agreed, terms of payment are 3% discount for payment within 10 days / 30 days net, in each case from the date the invoice is issued.

3. Sales tax

1. The customer assures the correctness of the details of his address and his sales tax identification number. If a consignment is considered taxable as a result of deficiencies in the address or sales tax identification number, the customer shall reimburse the tax which we are to pay.

2. In the case of a sales tax-free intra-Community delivery in accordance with §§ 4 Nr. 1 lit. b) i.V.m. § 6 a UStG, the customer is obliged to provide certification of arrival which corresponds to the principles of § 17a UStDV. If following our request the customer fails to meet his obligation within 30 days, he can be invoiced subsequently for the sales tax. Ownership of the purchase object is retained prior to receipt of the certification of arrival or retrospective payment of the sales tax. Retention of title in accordance with Article III of the ZVEI's incorporated "Green Terms of Delivery" and para. 4 of these additional conditions is not affected by this.

4. Retention of title

The following applies in addition to Article III of the "Green Terms of Delivery": The supplier must be informed accordingly if external warehouse facilities are to be used for goods delivered under retention of title. When

such goods are delivered, the warehouse company must be informed in writing that the goods in question are the property of the supplier and are only being stored with the warehouse company on the proviso that it does not acquire a lien on the goods.

5. Shipping

The prices shall apply for terms and condition ex works for the acceptance of sealed shipping cartons for which no packaging costs are charged. If packing units are broken open, and irrespective of the value of the order, a surcharge of 5 Euro will be levied for each shipping unit. Orders for sealed delivery within the Federal Republic of Germany which have a net value of 800 EUR or shall be delivered franco domicile. For small orders with a net order value of less than 100 EUR we charge a processing fee of 25 EUR. On request, and at the customer's expense, the supplier will insure the consignment against breakage, transport and fire damage.

6. Returns

Goods may only be returned in exceptional circumstances and must first be approved by us. The customer's legal right of rescission is not affected by this. If we are not notified in advance, returns will not be accepted by our distribution warehouses and shall be returned at the consignor's expense. Our conditions on return can be found at www.kaiser-elektro.org/retouren.

7. Liability for defects

Articles VIII to XII in the "Green Terms of Delivery" of the ZVEI apply in respect of our liability for defects of quality and title.

8. Place of performance, choice of law and place of jurisdiction

1. The place of performance for our deliveries and any supplementary performance is Schalksmühle.

2. The laws of the Federal Republic of Germany, excluding the rules of uniform international law, and in particular UN sales law, apply to these supplementary terms and conditions and the contractual relationship between ourselves and the customer.

3. If the customer is a merchant within the meaning of the commercial code, a legal entity under public law or a public law body, the sole – including international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our headquarters in Schalksmühle. The same applies if the customer is an entrepreneur within the meaning of § 14 BGB. However, in all cases we are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions or an overriding individual agreement or at the customer's general place of jurisdiction. Overriding legal provisions, in particular in respect of exclusive competence, are not affected.

General information

1. The issue of this catalogue renders all previous editions null and void.
2. This edition contains only KAISER standard product ranges. Special product ranges and developments are available on request.
3. KAISER catalogues in other languages are available on request.
4. Technical advice provided by us is to the best of our knowledge and is deemed to be non-binding information. The installer of electrical installation systems is responsible for the selection of suitable installation boxes, their materials, and for performing installation in a safety-related manner.
5. The English-language version of this contract is provided for information purposes only. Only the German-language version is valid in a court of law.

Date: 02/2018

Errors and technical modifications excepted.

The current terms and conditions of delivery and payment can be found on our website: www.kaiser-elektro.de