

General Terms and Conditions of Sale and Supply

1. General

- 1.1 These General Terms and Conditions of Sale and Supply ('GTC') shall apply to all sales and supply contracts concluded with HUBER+SUHNER GmbH, HUBER+SUHNER Cube Optics AG or HUBER+SUHNER BKtel GmbH ('HUBER+SUHNER') as well as to all offers made by HUBER+SUHNER and shall be incorporated therein. These GTC shall not apply to development and engineering services provided by HUBER+SUHNER, other services or the delivery of product samples.
- 1.2 General terms and conditions of the buyer ('Buyer') shall not become part of the contract even if HUBER+SUHNER does not expressly object to them.
- 1.3 Amendments to these GTC must be made in writing and signed by authorised representatives of the parties. Such an amendment shall only apply to the specific sales and delivery contract and not to other agreements, unless it is expressly accepted and confirmed in writing by HUBER+SUHNER.
- 1.4 Should any provision of the sales and delivery contract or these GTC prove to be void, invalid or unenforceable, that fact shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the invalid provision in legal and economic terms.
- 1.5 These GTC replace all previous general terms and conditions of sale and supply of HUBER+SUHNER.

2. Orders

- 2.1 Offers from HUBER+SUHNER are valid for the period stated in the offer or otherwise for a maximum period of ninety (90) days from the date of the offer.
- 2.2 Prices, price lists, information and specifications contained in HUBER+SUHNER brochures, catalogues, data sheets or homepage are given for information purposes only and are not binding on HUBER+SUHNER; HUBER+SUHNER may modify such information at its own discretion.
- 2.3 The Buyer's order ('Order') shall be made in writing or electronically. Orders only become binding on HUBER+SUHNER after being confirmed by HUBER+SUHNER in writing or electronically ('Order Confirmation'). An order confirmation can be validly issued on ERP forms without a signature.
- 2.4 Individual specifications or special conditions in an offer or an Order Confirmation shall apply in addition to these GTC and shall take precedence in the event of contradictions.
- 2.5 Orders cannot be cancelled. Any modification of an Order requested by the Buyer requires a new Order Confirmation by HUBER+SUHNER. Otherwise the initial Order Confirmation remains applicable. Request for modifications may result in an alteration of quoted prices and delivery deadlines, as well as to a compensation for already manufactured/assembled products and sourced materials.

3. Description of products

- 3.1 The products to be supplied by HUBER+SUHNER are exhaustively listed in the Order Confirmation and its annexes.

- 3.2 With regard to deliveries concerning cables, HUBER+SUHNER reserves the right to over- or undersupply up to 10 % of the volume stated in the Order Confirmation. If the Buyer orders a lower quantity than the minimum order quantity specified by HUBER+SUHNER, this must be noted separately on the order and a surcharge must be paid.

4. Intellectual property rights

- 4.1 Drawings, technical documents, models, masters, samples, drafts, designs, etc. as well as all registered and unregistered industrial property rights in connection with HUBER+SUHNER products remain the sole property of HUBER+SUHNER. The Buyer is not permitted to use for purposes other than those for which they were handed over, reproduce or pass on third parties any drawings, samples, drafts, designs, etc. without the prior written consent of HUBER+SUHNER.
- 4.2 If HUBER+SUHNER manufactures products according to drawings, technical documents, models or masters provided to HUBER+SUHNER by the Buyer, HUBER+SUHNER does not accept any responsibility for the infringement of intellectual property rights of third party and claims resulting therefrom.

5. Prices

- 5.1 Prices quoted are FCA in accordance with the following paragraph 6.1 in the currency specified in the Order Confirmation. Discounts are not granted. If packaging is required, the costs will be passed on to the Buyer.
- 5.2 All prices are quoted as net prices and do not include VAT.
- 5.3 All prices quoted and confirmed are based on the exchange rate on the date of the quotation.
- 5.4 In the event of raw materials dependent products (e.g. copper, silver, etc.), the final prices shall be determined on the basis of the raw material stock exchange rate price on the day before the Order Confirmation (e.g. LME price).
- 5.5 In addition, an appropriate price adjustment shall apply if:
- the delivery time has been subsequently extended for one of the reasons stated in paragraphs 6.3 or 12.1, or
 - the nature or the scope of the agreed products to be supplied has changed.

6. Delivery, retention of title

- 6.1 Unless expressly otherwise agreed, delivery shall be FCA (in accordance with the Incoterms applicable at the time of order confirmation), from the place specified in the Order Confirmation.
- 6.2 Only delivery dates and deadlines expressly confirmed by HUBER+SUHNER shall be binding.
- 6.3 If a delay in delivery is due to unforeseeable circumstances for which HUBER+SUHNER is not responsible, HUBER+SUHNER shall not be liable for the delay; the delivery time shall be extended accordingly and the new delivery time shall be communicated to the Buyer as soon as possible. This shall also apply in the event of defective or untimely self-delivery, provided that HUBER+SUHNER has made an equivalent covering purchase and HUBER+SUHNER is not at fault for the defective or delayed self-delivery. HUBER+SUHNER will inform the Buyer immediately about the beginning and end of these circumstances.

- 6.4 HUBER+SUHNER is authorised to make partial deliveries if this is reasonable for the Buyer.
- 6.5 In the event the Buyer is in arrears with accepting delivery, HUBER+SUHNER reserves the right to charge storage costs.
- 6.6 It is not permitted to return products supplied by HUBER+SUHNER without a prior written consent of HUBER+SUHNER and a valid RMA number provided by HUBER+SUHNER. The validity period for an RMA number is maximal thirty (30) days. Except as otherwise stated herein or agreed between the parties, any return shipments shall always be at the expense and risk of the Buyer. In the event of non-authorised return shipments or returns with an expired RMA number, HUBER+SUHNER is entitled to charge a handling fee.
- 6.7 Retention of title
1. Delivered items shall remain the property of HUBER+SUHNER until complete fulfilment of all payment claims arising from the entire business relationship (goods subject to retention of title).
 2. Any processing or transformation of goods subject to retention title shall always be carried out for HUBER+SUHNER as manufacturer. If HUBER+SUHNER's title expires as a result of a combination, it is agreed that the (co-)ownership of the new item shall pass to HUBER+SUHNER in proportion to its value, whereby the Buyer shall store the (co-)ownership for HUBER+SUHNER free of charge.
 3. The Buyer is prohibited from pledging or assigning as security the goods subject to retention of title.
 4. HUBER+SUHNER and the Buyer agree that all claims resulting from the resale of the goods subject to retention of title as well as any claims for compensation with regard to the goods subject to retention of title are assigned to HUBER+SUHNER.
 5. The Buyer is only authorised to resell the goods subject to retention of title under the following conditions:
 - (1) The goods subject to retention of title may only be sold in the ordinary course of business and at normal market prices;
 - (2) The goods subject to retention of title may only be sold subject to retention of title;
 - (3) Payments from the customers of the Buyer shall be for the account of HUBER+SUHNER and shall be used primarily to settle HUBER+SUHNER's claims;
 - (4) The Buyer must not be in default with his payment obligations towards HUBER+SUHNER.
 6. The Buyer shall avert seizures, confiscations or other access by third parties to the goods subject to retention of title as far as possible and immediately inform HUBER+SUHNER.
 7. In the event of behaviour in breach of duty which jeopardises the security interest of HUBER+SUHNER, in particular in the event of default of payment and in the event of paragraph 6.7 (5), the Buyer shall refrain from any disposal of the goods and HUBER+SUHNER shall be entitled to demand the immediate return of the goods subject to retention of title in whole or in part at the Buyer's expense, even without withdrawing from the contract.

8. If the value of the existing securities exceeds the amount of the secured claims by more than 20 %, HUBER+SUHNER shall release corresponding securities of its choice at the request of the Buyer.

7. Terms of payment

- 7.1 Unless otherwise stated in the Order Confirmation or agreement, payments shall be made by the Buyer within thirty (30) days from the date of the invoice without deduction of any discount.
- 7.2 Payments shall be made in the currency specified on the invoice, i.e. in the currency stated in the Order Confirmation, via bank transfer into the account indicated by HUBER+SUHNER in the invoice. A payment to a bank account that is subsequently supposedly changed by HUBER+SUHNER shall not release the Buyer from his payment obligation, unless such changed bank account has been verified by an active enquiry with the HUBER+SUHNER accounting department
- 7.3 If the Buyer believes that it has a rightful claim against HUBER+SUHNER regarding the performance of a sale and supply agreement, this circumstance shall not release the Buyer from the obligation to make payment for delivered products.
- 7.4 The Buyer may be obliged to make advance payment or security deposit if its credit line is exhausted. HUBER+SUHNER has the right to suspend performance of its obligations until the Buyer has fulfilled the obligation to make the advance payment or provide security.
- 7.5 For materials and products that must be delivered within twenty-four (24) hours of receipt of the Order or which lead to changes in the production schedules due to the urgency notified to the Buyer, HUBER+SUHNER is entitled to charge up to 20% on the net invoice amount
- 7.6 The dates of payment shall also be observed if, after the transfer of risk, the transport or delivery of the products is delayed or prevented or if insignificant parts are missing or if reworking is to be carried out without preventing the use of the products.
- 7.7 If the payments are received by the end of the payment term, the Buyer is automatically in default without further notice and shall be liable for default interest of 9 percentage points above the base rate from the agreed date that payment was due. The payment of the interest does not release the Buyer from the obligation to make payments on the agreed dates or from the obligation to pay damages, which might exceed the aforementioned interest rate.
- 7.8 If the Buyer is in arrears with payments or with accepting delivery from HUBER+SUHNER, HUBER+SUHNER shall have the right, but not the obligation, to withhold further deliveries, including those not related to the concerned delivery, until full payment of the outstanding amounts including default interest. If the Buyer is in arrears, HUBER+SUHNER shall in addition have the right, but not the obligation, to shorten the payment terms or to require advance payment for future deliveries, in each case unilaterally by written notice or by e-mail to Buyer with immediate effect and for an indefinite period. In addition, HUBER+SUHNER shall have the right to collect a flat-rate expense allowance for the collection of receivables in accordance with the applicable law.
- 7.9 Buyer may only offset his claims against claims of HUBER+SUHNER if these are undisputed or have been legally established.

8. Right of retention and cancellation

In the event of Buyers's non-performance or delay in performance or in the event of serious doubts as to whether the Buyer will be able to comply with its contractual obligations towards HUBER+SUHNER, or in the event of the Buyer's insolvency, suspension of payments, complete or partial stoppage of work, liquidation or transfer or encumbrance of the Buyer's business, including the transfer or pledging of a substantial part of its accounts receivable or if the Buyer's goods are seized by way of provisional attachment or execution, HUBER+SUHNER shall have the right, without notice of default or judicial intervention, either to suspend the execution of the sale and supply agreements or partially or wholly dissolve such agreements without HUBER+SUHNER being obliged to pay damages. HUBER+SUHNER is as well entitled to defer the fulfilment of its obligations until the Buyer has provided sufficient security or advance payment in an appropriate amount.

9. Incoming goods inspection, defects

- 9.1 The Buyer shall inspect the products delivered, including partial deliveries, for quantity, identity and external damage immediately, but at the latest within five (5) working days after delivery, and shall notify HUBER+SUHNER of any defects immediately, but at the latest within forty-eight (48) hours of the incoming goods inspection, in writing or by e-mail. If the defect could not be detected during the incoming goods inspection, the Buyer shall notify HUBER+SUHNER of the defect in writing or by e-mail without delay, but at the latest within forty-eight (48) hours of its discovery.
- 9.2 The above mentioned notification shall include a full description of the alleged defects and deficiencies as well as information on the time of discovery.
- 9.3 All warranty claims of the Buyer in relation to the delivered products shall lapse if:
- the Buyer has failed to notify HUBER+SUHNER of the defect or deficiencies in the products within the time stated in paragraph 9.1,
 - the defects were caused by normal wear and tear,
 - the defects or faults have been caused by improper treatment, use, storage or handling of the products by the Buyer or other persons,
 - the subject of the agreement is the delivery of used products,
 - the Buyer has prevented HUBER+SUHNER from inspecting the products for faults and defects,
 - the products have been modified, in particular processed or mixed and/or can no longer be identified as originating from HUBER+SUHNER.
- 9.4 HUBER+SUHNER reserves the right to inspect the alleged defects of the products after receiving a notification from the Buyer. The place and time of the inspection shall be agreed with the Buyer.
- 9.5 Any return must be authorised in advance by HUBER+SUHNER and have a valid RMA number provided. The validity period for RMA number is maximum of thirty (30) days. Unauthorised returns or returns with an expired RMA number will be rejected and a handling fee will be applied at HUBER+SUHNER's discretion.
- 9.6 The Buyer may only withhold payments for deliveries due to alleged defects, if defects are undisputed or have been legally established.

10. Warranty

- 10.1 The warranty period for all HUBER+SUHNER products is two (2) years and begins with the delivery of the products. In the case of partial deliveries, the period mentioned above shall be enforced separately for each partial delivery.
- 10.2 For replaced or repaired products or parts of products, the warranty period ends with the expiry of the original warranty period.
- 10.3 HUBER+SUHNER shall provide subsequent performance for defective products by, at its sole discretion, either eliminating the defect (rectification of defect) or delivering products free of defects (subsequent delivery).
- 10.4 Warranty claims on the part of the purchaser shall lapse if and insofar as the purchaser or a third party carries out improper modifications or repair work.
- 10.5 Express warranties (independent warranty promises) are only those which have been expressly designated as such in the Order Confirmation. For new transceivers, an optional 'limited lifetime warranty' may be agreed by the parties in the form of an express warranty for a maximum of five (5) years. Any other statements on the service life of HUBER+SUHNER products shall not constitute a binding covenant or guarantee.
- 10.6 The warranty does not extend to defects that do not impair the functionality of the products (so-called cosmetic defects).
- 10.7 For supplies, parts, products and services of sub-suppliers prescribed by the Buyer, HUBER+SUHNER assumes liability only to the extent of such sub-suppliers' liability obligations towards HUBER+SUHNER.
- 10.8 The Buyer shall only have rights and claims for defects in the products of HUBER+SUHNER in addition to those expressly mentioned in paragraph 10.3 if at least one attempt at subsequent fulfilment in accordance with paragraph 10.3 has failed.
- 10.9 Warranty rights and remedies may not be assigned to any third party without the prior written consent of HUBER+SUHNER.

11. Software

- 11.1 The software supplied by HUBER+SUHNER together with the products, including firmware, shall remain the property of HUBER+SUHNER. The Buyer is granted a non-exclusive right to use the software, including any related documentation and updates, for the use of the products supplied with the software. The Buyer is not authorised to pass on independently of the product, decompile or reverse engineer the software.
- 11.2 Without the prior written consent of HUBER+SUHNER, neither the programme nor the documentation or subsequent upgrades thereof may be passed on to third parties or copied or otherwise reproduced, not even for Buyer's internal use, apart from a single backup copy for security reasons.
- 11.3 The content and scope of a licence regarding software supplied by a third party shall be governed by the licence conditions of the third-party provider.
- 11.4 All other rights, especially copyrights and related rights of use and powers remain without restriction with HUBER+SUHNER or the third-party supplier.
- 11.5 The warranty period for software is six (6) months, beginning with the delivery of the products. HUBER+SUHNER warrants that the software substantially conforms to the specifications in the Order Confirmation. Except for the foregoing, the software is provided 'as is'. In no event does HUBER+SUHNER warrant that the software is free

from errors or defects or that its use will be uninterrupted. Software supplied under licence from third parties shall be subject to the warranty conditions which HUBER+SUHNER is authorized to provide to its Buyers. Except for the provisions of this paragraph 11.5, paragraph 10 shall be applicable to all defects and warranty claims relating to software. Regular bug fixes and the provision of upgrades are not included in HUBER+SUHNER's warranty obligations and need to be agreed separately.

12. Force majeure

- 12.1 The parties are entitled to suspend performance of their contractual obligations without any liability to the extent that such performance is hindered by one of the following circumstances (force majeure events): war, armed conflict, civil war, acts of terrorism, sabotage, act of authority, act of God, explosion and fire, strikes, imposition of sanctions and export control restrictions.
- 12.2 The party claiming to be affected by a force majeure event shall immediately notify the other party in text form of the occurrence and cessation of a force majeure event.
- 12.3 If a force majeure event lasts longer than six (6) months, either party has the right to terminate the contract without liability and with immediate effect.

13. Limitation of liability

- 13.1 The Supplier shall only be liable for damages or expenses of the Buyer, which are based on an intentional or gross negligent breach of duty by the Supplier or a legal representative or vicarious agent of the Supplier.
- 13.2 The limitation of liability in paragraph 13.1 does not apply to damages or expenses arising from injury to life, limb or health.
- 13.3 Furthermore, the limitation of liability in paragraph 13.1 shall not apply to damages or expenses that are based on a not insignificant and culpable breach of material contractual obligations. However, the Supplier's liability shall be limited to the typical damage foreseeable by the Supplier, except in cases of intent and gross negligence.
- 13.4 All mandatory statutory claims for damages remain unaffected by the limitation of liability in paragraph 13.1.

14. Return of packaging material and recycling

- 14.1 As a rule, packaging will not be returnable. It is at the discretion of HUBER+SUHNER to take back packaging without additional payment for the Buyer and under the condition that the freight has to be fully paid by the Buyer.
- 14.2 HUBER+SUHNER is not obliged to recycle products supplied by HUBER+SUHNER, unless such an obligation arises from the provisions of law.
- 14.3 The Buyer shall not be entitled to any rights regarding the return of packaging material or the recycling of the products delivered by HUBER+SUHNER..
- 14.4 Reels / drums / coils may be taken back without additional remuneration for the Buyer, provided, that they are in perfect working condition and the freight has been fully paid by the Buyer.

15. Right of recourse of HUBER+SUHNER

If personal injury, property damage or other damage is caused by actions or omissions of the Buyer or his vicarious agents and HUBER+SUHNER is therefore held liable, HUBER+SUHNER shall be entitled to take recourse against the Buyer. The Buyer shall indemnify HUBER+SUHNER and hold it harmless to the full extent.

16. Data protection

If and insofar as HUBER+SUHNER processes personal data, this is done in compliance with applicable data protection regulations, in particular the European GDPR. Information on data protection can be found in the privacy policy on our website: [HUBER+SUHNER - Data protection](#).

17. Confidentiality, Compliance and export control

- 17.1 HUBER+SUHNER and the Buyer are obliged to treat all business information originating from the other party as confidential and not to disclose it to third parties. Business information shall be interpreted in the broadest sense and shall include all information disclosed by the other party or of which the other party becomes aware as a result of the fulfilment of the contract. The parties may enter into an additional confidentiality agreement to specify the confidentiality obligations.
- 17.2 The Buyer shall at all times comply with applicable laws, regulations and standards.
- 17.3 The Buyer shall acquaint himself with the Code of Responsible Business Conduct drawn up by HUBER+SUHNER, available at Connecting - today and beyond - [HUBER+SUHNER Code of responsible business conduct](#) and will comply with these rules.
- 17.4 The Buyer shall not sell the information, technical data and products supplied by HUBER+SUHNER within the scope of an order, either directly or indirectly, to persons or countries for which an export licence or other official authorisation is required without first obtaining it, or against which a sanction or embargo has been imposed.
- 17.5 Buyer shall not sell, export or re-export directly or indirectly to the Russian Federation or for use in the Russian Federation any products supplied by HUBER+SUHNER under or in connection with an Order that fall under the scope of sanctions laws and ordinance or for which measures have been issued in connection with the situation in Ukraine. The aforementioned regulations are in particular, without being exhaustive, the laws, regulations and measures issued by the competent authorities of the EU countries, the United Kingdom and Switzerland. The Buyer shall establish and maintain an appropriate monitoring mechanism to detect the behaviour of third parties further down the trade chain.
- 17.6 The Buyer undertakes, at the request of HUBER+SUHNER, to provide period written certifications as to the continued accuracy of the statements contained in paragraphs 17.4 and 17.5. The Buyer shall provide all documentation which may be requested by law or regulation or which may be reasonably requested by HUBER+SUHNER in relation to the export and/or re-export of information, technical data and products supplied by HUBER+SUHNER under an Order.
- 17.7 HUBER+SUHNER reserves the right to refuse to enter into or to perform an Order and to cancel any Order if HUBER+SUHNER has reasonable grounds to believe that the conclusion of such Order or the execution of the transaction to which such Order relates would violate export control and sanctions regulations to which it is subject. HUBER+SUHNER shall be excused from performance and shall not be liable for any damages or costs of any kind, including but not limited to contractual penalties and/or liquidated damages for late delivery or failure to deliver from the refusal, withdrawal or delay in the issuance of such permits or licenses by any authority..
- 17.8 A violation of the above paragraphs constitutes a material breach of the sale and supply contract effective between HUBER+SUHNER and the Buyer.

18. Jurisdiction and applicable law

- 18.1 The place of jurisdiction and performance is the registered office of the HUBER+SUHNER company that concluded the sale and supply contract. However, HUBER+SUHNER is also entitled to sue the Buyer before the competent court at its registered office.
- 18.2 These Terms and Conditions and all sale and supply contracts subject to these Terms and Conditions shall be governed by German law.

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