

General Terms and Conditions of Trade



1. Scope of application, form

(1) These General Terms and Conditions shall apply to all our business relationships with our customers ("Buyer"). The General Terms and Conditions shall only apply if the Buyer is a trader (Section 14 German Civil Code (BGB)), a legal person under public law or a special fund under public law.

(2) The General Terms and Conditions shall apply in particular to contracts for the sale and/or delivery of movable goods ("goods" or "items manufactured to order"), without regard to whether we manufacture the goods ourselves or purchase them from suppliers (sections 433, 650 BGB). In the absence of an a deviating agreement, the General Terms and Conditions shall apply in the version in force at the time of the Buyer's order or in any case in the version last communicated to him in text form as a framework agreement, as well applicable to similar future contracts without us having to refer to them again in each individual case.

(3) Our General Terms and Conditions shall apply exclusively. Deviating, conflicting or supplementing Buyer's General Terms and Conditions shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in every case, for example even if the Buyer refers to his general terms and conditions of business in the context of the order and we do not expressly object to them.

(4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order confirmation shall take precedence over the General Terms and Conditions. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of

Commerce in Paris (ICC) in the version in force when the contract is concluded.

(5) Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting of deadlines, notification of defects, rescission or abatement) shall be made in writing. Written form within the meaning of these General Terms and Conditions includes written and text form (e.g. letter or e-mail). Statutory formal requirements and the obligation to furnish further evidence, in particular where there are doubts about the legitimacy of the declaring party, shall remain unaffected.

(6) References to the application of statutory provisions shall be for clarification purposes only. Without such clarification, the statutory provisions shall therefore also apply to the extent that they are not directly amended or expressly excluded in these General Terms and Conditions.

2. Conclusion of contract

(1) Our offers shall be subject to change and non-binding - we expressly reserve the right to prior sale. This shall also apply where we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documents - including in electronic form.

(2) The order of the goods by the Buyer shall be considered a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within two weeks following its receipt by us. Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the Buyer.

(3) If our order confirmation contains deviations from the Buyer's order with regard

to the type and quantity of the goods ordered and if the Buyer does not object to these deviations within a period of two weeks following receipt of the order confirmation, the Buyer shall be deemed to have given consent to the deviating order. This shall in particular apply with regard to a processing fee under section 6 (6).

(4) Occasionally, acceptance of the Buyer's order is preceded by a specific offer on our part. In deviation from (2), in this case, it is not the Buyer's order for the goods that is deemed to be a binding offer, but our offer. The Buyer shall be entitled to accept this contractual offer within 4 (four) weeks following its receipt by him. Acceptance shall be made in writing.

3. Delivery period and delay in delivery

(1) Our delivery obligation shall always be subject to timely and proper delivery by our own suppliers.

(2) Stated delivery times shall always be non-binding unless expressly stipulated otherwise in writing.

(3) Impediments to delivery due to force majeure or due to unforeseen events for which we are not responsible, such as for instance operational disruptions, strikes, lockouts, official orders, subsequent cancellation of export or import possibilities as well as our reservation to obtain delivery for ourselves in accordance with this (1) above shall - for the duration and within the scope of their effects - release us from the obligation to comply with any delivery times agreed. Such impediments shall also entitle us to rescind the contract without the Buyer being entitled to compensation of damages or other claims.

(4) Where an agreed delivery time is exceeded without the existence of an obstacle under this (3) above, the Buyer shall grant us a reasonable additional period of time of at

least two weeks in writing. If we also culpably fail to meet this grace period, the Buyer shall be entitled to rescind the contract, but not to claim damages for non-performance or default, unless there is intent or gross negligence on our part. If the delay in delivery is not the result of an intentional breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage.

4. Delivery, transfer of risk, default of acceptance

(1) The goods shall be shipped ex works from 85221 Dachau, Germany/Germany. The risk shall devolve to the Buyer at the latest when the goods are handed over. The Buyer shall inspect the goods regarding their condition when they arrive, at the latest within one week, and complain to the seller immediately of any defects. Hidden defects shall be complained of immediately after they occur.

(2) We shall be authorised to make reasonable partial deliveries.

(3) Call-off orders (Abrufaufträge) shall remain valid for a maximum of 12 months. After the expiry of 12 months, we reserve the right to deliver existing remaining quantities or to cancel the remaining quantities and to charge back any quantity discounts granted.

(4) The goods shall always be shipped uninsured and in any case at the Buyer's risk. Transport insurance will only be taken out at the Buyer's express request. Any costs arising from this shall be borne solely by the Buyer.

(5) If the Buyer is in default in acceptance, if he fails to co-operate or if our delivery is delayed for other reasons for which the Buyer

is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a lump sum compensation in the amount of 10% of the net value of the goods for each month or part thereof of delay in acceptance, beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch.

The option to furnish proof of higher damages incurred as well as our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be credited against any further monetary claims. The Buyer shall remain entitled to prove that we have not incurred any damage at all or only significantly less damage than in the amount of the above lump sum.

5. Goods by the metre and ready-made articles ("items manufactured to order")

(1) If the Buyer orders an item manufactured to order (Sonderanfertigung) that is to be manufactured according to templates, molds or information provided by him or if the Buyer influences the design of the items in any other way, whether technically or in appearance, the Buyer shall ensure that the item ordered and manufactured to order is free of third-party rights. In this case any copyright, trademark, personal or name right infringements or other infringements of industrial property rights shall be to the Buyer's detriment in full. In this respect, we shall have no duty of examination of our own. The Buyer shall indemnify us upon first request against all - including unjustified - payment requests and claims by third parties based on an infringement of such rights.

(2) Where items are manufactured to order, we reserve the right to adjust the delivery quantity due to production-related

circumstances, by such excess or short quantities as are customary in trade. A positive as well as negative deviation of the quantity actually delivered from the quantity ordered of 20 % for goods by the metre and 5 % for ready-made products shall be agreed as customary in trade.

(3) We also reserve the right to make technical deviations and/or deviations in design from the descriptions and information provided by the Buyer. The same shall apply in the case of deviations in material, dimensions, colour, structure and/or design caused by the manufacturer or pre-suppliers as well as printing errors and mistakes. Where such deviation is reasonable for the Buyer, it shall not constitute a material defect within the meaning of section 8. There shall be no warranty rights.

(4) Where the items manufactured to order is a good by the meter, the Buyer receives a manufacturer's order form in which he enters his details. Production can only be commissioned once this form has been received.

(5) Where items manufactured to order are concerned, production can only begin once the Buyer has provided us with all the information required for carrying out the order. We reserve the right, even in the context of an ongoing business relationship, to carry out production only after receipt of an advance payment.

(6) We will not take back items manufactured to order that are not defective within the meaning of section 8.

(7) In all other respects, the provisions of these General Terms and Conditions on goods shall apply accordingly to items manufactured to order, unless otherwise stipulated above.

6. Prices and terms of payment

(1) Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, ex warehouse, plus statutory value added tax.

(2) In the case of sales shipment (Versendungskauf), the Buyer shall bear the costs of transport ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer. A flat-rate postage and packaging fee shall also be charged for delivery.

(3) Unless otherwise stated in the order confirmation in individual cases, the net purchase price (without deduction) shall be due for payment within 14 days of the invoice date.

(4) However, we shall be entitled at any time, even in the course of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment. We shall declare such reservation at the latest when conforming the order.

(5) If it is clear from our offer or our order confirmation that the performance is discountable, a deduction shall only be permissible if the Buyer is not in arrears with any previous due invoice in the course of the current business relationship.

(6) The minimum order value within Germany shall be € 500.00 net, otherwise € 1,500.00 net. The minimum purchase quantity per product shall be one packaging unit (PU). For orders below the minimum order value, we reserve the right to charge an additional processing fee of € 100.00 net.

(7) If the invoice amount is not settled within the payment period or by another due date, we shall be entitled to charge interest on arrears in the proven amount, but at least 9%

above the ECB base rate, without the need for a special reminder. We reserve the right to claim further damages caused by default.

(8) The Buyer shall only be entitled to offset, retention or abatement if the counterclaims he alleges in this respect have been established as final and binding or have been expressly recognised by us.

(9) If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardised by the Buyer's inability to perform, we shall be entitled to refuse performance as determined by the statutory provisions and, if necessary, after setting a deadline, to rescind the contract (section 321 BGB). In the case of contracts for the manufacture of non-fungible things (Einzelanfertigungen), we may declare rescission immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

7. Retention of title

(1) We reserve title to the goods sold until full payment of all our current and future claims arising from the purchase contract and from an ongoing business relationship (secured claims).

(2) The goods subject to retention of title must not be pledged to third parties or assigned as security before full payment of the secured claims. The Buyer shall inform us immediately in writing if an application is made to open insolvency proceedings or to the extent that third parties gain access to the goods belonging to us (e.g. attachments).

(3) Where the Buyer is in breach of contract, in particular where he fails to pay the purchase price due, we shall be entitled to rescind the contract as determined by the statutory provisions and/or to claim surrender of the goods based on the retention of title.

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The claim for surrender of the goods does not at the same time include the declaration of rescission; rather, we shall be entitled to claim only surrender of the goods and reserve the right to rescind the contract. If the Buyer fails to pay the purchase price due, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment without success or if such a time limit is dispensable under the statutory provisions.

(4) Until revocation in accordance with (c) below, the Buyer shall be authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply by way of supplementation.

(a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, where the goods are processed, mixed or combined with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The Buyer already now assigns to us as security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the paragraph hereinbefore. We assume the assignment. The obligations of the Buyer specified in (2) shall also apply with regard to the assigned claims.

(c) The Buyer shall remain authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the Buyer fulfils his payment obligations to us, there is no inability to perform and we do not

claim retention of title by exercising a right under (3). If this is the case, however, we may demand that the Buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the Buyer's authorisation to resell and process the goods subject to retention of title.

(d) If the realisable value of the securities exceeds our claims by more than 10%, we shall, at the Buyer's request, release securities at our choice.

8. Buyer's warranty claims

(1) The statutory provisions shall apply to the Buyer's rights where there are material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), to the extent that nothing to the contrary is stipulated hereinbelow. In all cases, the statutory provisions on the sale of consumer goods (sections 474 et seqq. BGB) and the Buyer's rights arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.

(2) The basis of our liability for defects shall above all be the agreement reached on the nature and the premised use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the object of the individual contract or which were made public by us (in particular in catalogues or on our Internet homepage) at the time the contract was concluded shall be deemed to be an agreement on the nature of the goods in this sense. To the extent that an agreement as to the nature of goods has not been reached, the question whether a defect exists or not (section 434 (3) BGB) shall be assessed in accordance with the statutory provisions. Public statements made by the manufacturer

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or on its behalf, in particular in advertising or on the labelling of the goods, shall in this respect take precedence over statements made by other third parties.

(3) As a matter of principle, we shall not be liable for defects of which the Buyer has knowledge or grossly negligent failed to have knowledge when the contract was concluded (§ 442 BGB). Furthermore, the Buyer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (sections 377, 381 German Commercial Code (HGB)). Where the contract concerns building materials and other goods intended for installation or other further processing, an inspection must in any case be carried out just before processing. If a defect becomes apparent when the goods are delivered, inspected or at any later point in time, we must be notified of this immediately in writing. In any case, obvious defects must be reported in writing within 7 [seven] working days following delivery and defects not recognisable during the inspection within the same time limit following discovery. If the Buyer fails to properly inspect the goods and/or report defects, our liability for the defect not reported at all or not reported on time or not reported properly shall be excluded as determined by statutory provisions. Where the goods are intended for installation, mounting or assembly, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, the Buyer shall in particular not be entitled to reimbursement of corresponding costs ("removal and installation costs").

(4) If the delivered item is defective, we may initially choose whether to provide cure by remedying the defect (Nachbesserung) or by supplying an item free of defects (Ersatzlieferung). If the type of cure chosen by us is unreasonable for the Buyer in individual cases, he may refuse it. Our right to refuse

cure under the statutory requirements shall remain unaffected.

(5) We shall be entitled to provide the cure owed subject to the Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a part of the purchase price that is reasonable in relation to the defect.

(6) The Buyer shall allow us the time and opportunity required to provide the cure owed, in particular shall hand over the goods it found fault with for inspection purposes. Where cure is provided by way of Ersatzlieferung, the Buyer shall – at our request – be obliged to return the defective item to us as determined by the statutory provisions; however, the Buyer shall not be entitled to return the item. Cure shall not include the removal, dismantling or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if we were not originally obliged to perform these services; the Buyer's claims for reimbursement of corresponding costs ("dismantling and assembly costs") shall remain unaffected.

(7) We shall bear or reimburse the expenses necessary for the purpose of inspection and cure, in particular transport, worker's travel, work and material costs as well as any dismantling and installation costs, in accordance with the statutory provisions and these General Terms and Conditions, if a defect actually exists. Otherwise, we may demand compensation from the Buyer for the costs incurred as a result of the unjustified request to remedy the defect if the Buyer knew or could have recognised that there was in fact no defect.

(8) If a reasonable time limit to be set by the Buyer for cure has expired unsuccessfully or is dispensable under the statutory provisions, the Buyer may rescind the

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purchase contract or abate the purchase price as determined by the statutory provisions. However, where the defect is insignificant, there is no right of rescission.

(9) Guarantee-repairs shall only be carried out upon presentation of the valid guarantee documents.

(10) We shall be entitled, but not obliged, to take back goods which are not defective within the meaning of the above provisions and returned to us by the Buyer without a justified reason for complaint, by issuing a credit note for the purchase price less 10% of the net value of the goods - but at least € 10.00 net - for administrative expenses.

The option to provide proof of higher administrative expenses shall remain unaffected; however, the lump sum shall be credited against further monetary claims. The Buyer shall remain entitled to prove that we have incurred no administrative expenses at all or only significantly lower administrative expenses than the above lump sum.

9. Repairs

(1) Apart from repairs to be carried out under section 7 (5) above, we may be commissioned with repairing our goods. Where the Buyer requires an estimate before the repair is carried out, this must be expressly stated by the Buyer in the repair order. We reserve the right to charge the Buyer for the costs of the repair.

(2) Where the Buyer fails to submit a defect report, repairs will be carried out without warranty.

(3) It shall remain at our discretion whether we carry out the repair ourselves, commission the manufacturer or an external workshop to do so. Shipping shall be at the Buyer's risk and expense.

(4) Payment for a repair shall be due concurrently with the handover of the repaired item.

10. Other liability

(1) To the extent that nothing to the contrary arises from these General Terms and Conditions, including the following provisions, when being in breach of contractual and non-contractual obligations, our liability shall be determined by the statutory provisions.

(2) We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability where we have acted with intent or gross negligence. In the event of simple negligence, we shall – subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty) – only be liable

- a. for damages resulting from injury to life, limb or health,
- b. for damages arising from the breach of an essential contractual duty (a duty whose fulfilment is essential for the proper performance of the contract and on compliance with which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for foreseeable, typically occurring damages.

(3) The limitations of liability resulting from (2) shall also apply to third parties and to breaches of duty by persons (including in their favour) whose fault we are responsible for under the statutory provisions. They shall not apply to the extent that a defect has been fraudulently concealed or that a guarantee as to the nature of the item has been assumed and to Buyer's claims under the Product Liability Act.

(4) Where a breach of duty that does not consist of a defect, the Buyer may only rescind or terminate the contract if we are responsible for the breach of duty. A Buyer's free right to terminate (in particular pursuant to sections 650, 648 BGB) shall be excluded. For the rest, the statutory requirements and legal consequences shall apply.

11. Statute of limitations

(1) Notwithstanding section 438 (1) no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year following delivery. To the extent that acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) The above limitation periods under sales law shall also apply to Buyer's contractual and non-contractual claims for damages based on a defect in the goods, unless the application of the regular statutory

limitation period (sections 195, 199 BGB) would result in a shorter limitation in individual cases. The Buyer's claims for damages under section 10 (2) first sentence and second sentence (a) hereinabove and pursuant to the Product Liability Act shall become statute-barred exclusively as determined by the statutory limitation periods.

12. Data protection

(1) With regard to data protection, in particular where we use Buyer's personal data or personal data of its employees, we refer to our separate privacy statement, available as amended at <https://www.cordial-cables.com/de/footer/privacy>.

(2) With regard to the storage and transfer of customer data in the course of contract processing, we refer in particular to our privacy statement.

13. Final provisions

(1) These General Terms and Conditions and the contractual relationship between us and the Buyer shall be governed by the law of the Federal Republic of Germany. International sales law shall be excluded. This shall also expressly apply to the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in 85221 Dachau, Germany. The same shall apply if the Buyer is a trader within the

meaning of section 14 BGB. In all cases, however, we shall also be entitled to lodge an action at the place where the obligation to supply is to be performed in accordance with these General Terms and Conditions or an overriding individual agreement or at the Buyer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

(3) The invalidity of individual provisions of these General Terms and Conditions of Sale shall not affect the validity of the remaining provisions. Invalid provisions shall – to the extent possible – be deemed to be replaced by such valid provisions that are suitable for realising the economic purpose of the void provision.

(4) Our General Terms and Conditions are available in German and English. In case of discrepancies and ambiguities, the German version alone shall prevail.

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