

ORDER FORMS

HEW-KABEL/CDT

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Order forms

EW-KABEL/CDT

GENERAL TERMS OF DELIVERY AND PAYMENT of HEW-KABEL/CDT GmbH & Co. KG

1. General

The following terms are constituent of all contracts made. Differing terms will be opposed.

2. Conclusion of a contract

Offers made by HEW-KABEL/CDT are not binding. The binding contract begins either with the written confirmation of an order or with the actual delivery of ordered goods by HEW-KABEL/CDT

3. Withdrawal from contract

If the purchaser withdraws from the contract without justification or if (s)he refuses to meet the requirements of the contract, (s)he is obligated to take delivery of and pay for the production costs of the primary and partial products. HEW-KABEL/CDT reserves the right for a possible higher compensation for damage.

4. Prices

The prices quoted on the delivery date are prevalent. The prices include a copper basis for € 150,-/100 kg as well as a silver basis for € 100,-/1 kg silver. The noting of NE metal-workers (DEL notice) plus supply costs, at the moment 1 %, shall prevail when determining metal value. The minimum amount ordered should be 250,00 Euro. HEW-KABEL/CDT does not generally pay for delivery of goods.

5. Bearing of the risk during transport

The purchaser bears the risk as soon as the object to be delivered has left the factory or the storehouse is ready for delivery or collection, or if delivery of the object has been entrusted to the forwarding agent or to the common carrier. This remains the case, independent of any other agreements made, be they collection from the company, carriage paid delivery, regardless of whether the means of conveyance belongs to oneself or others, or any other agreements.

6. Amount of delivery

An amount 15% above or below the ordered amount is admissible. The object of contract is the actually delivered amount. Complete accordance with the exact object previously supplied can only be guaranteed with recurring orders if this was explicitly agreed upon. HEW-KABEL/CDT is not obligated to announce changes that it judges to be made for the better. If goods are made according to a customer's assignment, liability is ruled out for injury of a third person or of a customer or for nonobservance of instructions.

7. Packaging

HEW-KABEL/CDT uses its own drums and packaging. These are charged separately and are also object of contract, unless otherwise stipulated. Prices established at the time of delivery by HEW-KABEL/CDT are valid. If the purchaser returns the drum within six months and it is in perfect reusable condition, (s)he will receive 2/3 of the paid price back from HEW-KABEL/CDT.

8. Terms of payment

Invoices should be paid within 30 days of date of invoice. If a contractual payment period is exceeded on a tracking business, we are entitled to add maturity interests of 8% over the current base of interest rates without any proof of loss. Differing terms of payment shall be opposed.

9. Reservation of title

- a) HEW-KABEL/CDT reserves the title of the supplied goods until payment of the purchase price has been completed. HEW-KABEL/CDT reserves the title of goods, that the purchaser obtains within the framework of his or her commercial activity until various outstanding debts, including those from simultaneous or later concluded contracts have been settled. This is also valid if individual or various other claims of HEW-KABEL/CDT have been included in an open account and the account has been settled and accepted. If the form of payment of purchase price includes a bill of exchange, then the reservation of title prevails until the exchange has occurred with the purchaser as the drawee.
- b) If the reserved goods are combined with other goods by the purchaser, then HEW-KABEL/CDT has the right to joint ownership of the new object in the proportion of the calculated value of the reserved goods to the calculated value of the other goods and of the processing. If the property of HEW-KABEL/CDT expires through combination, mixing or processing, then the purchaser transfers the right of ownership of the new object according to the calculated value of the reserved goods to HEW-KABEL/CDT at the moment of the conclusion of treaty. The purchaser keeps the title of joint ownership safe free of charge. The thus ensuing right to joint-ownership prevails as reserved goods.
- c) The purchaser may dispose of the reserved goods in his or her usual business transactions at his/her usual terms and conditions of trade as long as (s)he is not in delay with payment. This disposal includes installation of the goods in a building, an aircraft or a ship.



- d) The purchaser's claims concerning the resale of the reserved goods are immediately assigned to HEW-KABEL/CDT. They serve as much of a form of security as the reserved goods. If the purchaser disposes of the reserved goods together with other goods that were not supplied by HEW-KABEL/CDT then the outstanding debt from the resale is assigned by the proportion of the amount to be paid to the value of the other sold goods. When goods that are co-jointly owned are sold, HEW-KABEL/CDT is assigned a part of the claim that is equivalent to part of joint ownership.
- e) The purchaser is obligated to inform HEW-KABEL/CDT immediately about a third party's eventual access to the reserved goods and to the assigned outstanding debts. The purchaser is only permitted to dispose of the reserved goods or assigned outstanding debts under the conditions listed in c).
- f) The purchaser is authorized to collect outstanding debts from resale. If the purchaser is in default of payment or if (s)he does not fulfill his or her bill of exchange, then HEW-KABEL/CDT is authorized to revoke this.
- g) If the purchaser is in default of payment and thus terminates the contract, then HEW-KABEL/CDT is irrevocably authorized to enter the purchaser's company and take the goods.
- h) HEW-KABEL/CDT obligates itself to release the security they are entitled to release when the nominal value exceeds these outstanding debts by more than 10%.

10) Term of delivery

Dates in the confirmation of an order are not seen as dating as determined by law which is valid at the moment. If HEW-KABEL/CDT is in default of delivery, then indemnification is limited to 1% for each week of delay and 10% in toto of the entire sum of the order. If the purchaser, after a default in delivery of longer than a month, determines a suitable extension of time for their threat of refusal, (s)he is authorized to withdraw from the contract once the determined period of time has expired. Indemnification for damage caused by non-performance is limited to 10% of the entire sum of the order.

If the default in delay is caused by a sub-supplier and the purchaser was informed in advance of the delegated function, then HEW-KABEL/CDT is not liable. Instead, HEW-KABEL/CDT assigns the purchaser's damage claims to the sub-supplier.

11) Guarantee

- a) Even if samples had been sent at an earlier date, delivered goods should be immediately inspected on arrival for any form of damage. The delivery is seen as approved if no written form of complaint for damages is sent within the preclusive period of ten days.
- b) If the quality of a cable is cause for written complaint, it requires that the specialists from HEW-KABEL/CDT first inspect the cable. The costs for the inspection have the flat rate of 50,00 Euro per hour. If the cable is faulty, HEW-KABEL/CDT will cover the cost for the inspection. If the cable is in perfect condition, the purchaser covers the cost for the inspection.
- c) If there are defects, HEW-KABEL/CDT is authorized to choose the form of reparation, be it repair of the faulty object or compensation delivery. If two attempts to repair the defect have proven unsuccessful, the purchaser is entitled to choose a change in the contract of purchase or to choose a reduction in price.
- d) Attributes are only seen as guaranteed if they are explicitly written in the confirmation of the order.
- e) If the goods are processed by the purchaser, then HEW-KABEL/CDT is not liable for anything other than for intent and gross negligence from the beginning of processing onwards.
- f) The time limitation for various guarantee claims, even for consequential harm caused by a defect meets the regulations of law.

12) Set-off prohibition

There shall be no set-off of any counterclaims with purchase price claims of HEW-KABEL/CDT.

13) Copyright

HEW-KABEL/CDT has copyright for various rough estimates of cost, drawings, and other documents and data. The statutory copyright laws are prevalent.

14) Place of court

Various contracts concluded with HEW-KABEL/CDT are subject to German law. Wipperfürth, Germany is place of performance and jurisdiction. CISG (United Nations Convention on Contracts for the International Sale of Goods) is not applicable.

Order forms

HEW-KABEL/CDT GmbH & Co. KG Gewerbegebiet Klingsiepen 12 Tel. +49 (0) 2267/683-0 D-51688 Wipperfürth P.O. Box 1226 D-51676 Wipperfürth

Address:

Fax +49 (0) 2267/2203 E-mail: mail@hew-kabel-cdt.com www.hew-kabel-cdt.com



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Enquiry-/order form STANDARD CABLES

Company:

| Department: . | Department: Tel. / Fax: | | | | |
|----------------|---------------------------------------|--------|-----------|-------|--------------|
| E-mail: | | | | | |
| Enquiry / orde | er #: | | | | |
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| Quantity | Product description / Cross section | Colour | Packaging | Price | Delivery tim |
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Name:

Date and signature:

HEW-KABEL/CDT GmbH & Co. KG

Gewerbegebiet Klingsiepen 12 Tel. +49 (0) 2267/683-0 D-51688 Wipperfürth P.O. Box 1226 D-51676 Wipperfürth

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Enquiry / order form SPECIAL CABLES

| Address: | | | | | |
|-------------------------|---|--|--|--|--|
| Company: | Name: | | | | |
| Department: | Tel. / Fax: | | | | |
| -mail: | | | | | |
| Enquiry / order #: | | | | | |
| | | | | | |
| Construction: | | | | | |
| Conductor construction: | Solid, stranded, highly flexible Others: | | | | |
| Conductor material: | Cu bare, tin plated, silver plated, nickel plated, pure nickel Others: | | | | |
| Cross section: | | | | | |
| Insulation materials: | Fluoropolymers: PTFE, FEP, ETFE, PFA, MFA, PVDF, ECTFE Silicone rubber (SiR) Elastomers: EPDM, EVM Thermoplastic elastomers: TPE-E, -S, -V Special thermoplastics: PEI, PEEK, PEI/SIR Thermoplastics: LDPE, HDPE, PP, PA Inorganic materials: Glass fibre, mica, ceramic fibre Organic materials: Kevlar* Others: | | | | |
| Core colours: | | | | | |
| Number of cores: | | | | | |
| Core twisting: | Layers / pairs / flat Others: | | | | |
| Wrappings: | Foil: PTFE, polyester, aluminium, laminated aluminium, copper, polyimide (Kapton®) Tape: Glass fibre, mica, fleece Others: | | | | |
| Inner sheath: | Fluoropolymers: PTFE, FEP, ETFE, PFA, MFA, PVDF, ECTFE Silicone rubber (SiR) Elastomers: EPDM, EVM, ACM, HNBR, CSM, FPM, CR, CM, XVH Thermoplastic elastomers: TPE-E, -O, -S, -U, -V Special thermoplastics: PEI, PEEK, PEI/SIR Thermoplastics: PVC, LDPE, HDPE, PP, PA Inorganic materials: Glass fibre, mica, ceramic fibre Organic materials: Kevlar* | | | | |

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| Screen: | Braid: Cu bare, tin plated, silver plated, nickel plated Serving: Cu bare, tin plated, silver plated, nickel plated Static screen Others: |
|----------------------------|--|
| Sheath: | Fluoropolymers: PTFE, FEP, ETFE, PFA, MFA, PVDF, ECTFE Silicone rubber (SiR) Elastomers: EPDM, EVM, ACM, HNBR, CSM, FPM, CR, CM, XVH Thermoplastic elastomers: TPE-E, -O, -S, -U, -V Special thermoplastics: PEI, PEEK, PEI/SIR Thermoplastics: PVC, LDPE, HDPE, PP, PA Inorganic materials: Glass fibre, mica, ceramic fibre Organic materials: Kevlar* Others: |
| Armouring: | Braid: Galvanized steel, stainless steel |
| Outer diameter: | |
| Electrical properties: | - Nominal voltage: - Conductor resistance: - Capacity: - Others: |
| Mechanical properties: | - Media resistance: acids, chemicals, oils, fuels - Others:°C up to +°C - Application: |
| Other properties: | |
| Enquiry- / order quantity: | |
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