

TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

AXON'KABEL GmbH

§ 1 Scope of terms and conditions

1) The deliveries, services and offers occur exclusively on the basis of these terms and conditions of sale, delivery and payment. They also apply to any future business relations even if not expressly agreed upon anew. These terms and conditions are regarded as accepted on receipt of the goods or services at the latest.

General terms and conditions of the Buyer only apply if the Vendor has expressly confirmed the same in writing.

2) Any deviations from these terms and conditions are only effective if confirmed in writing by the Vendor. This also applies to any waiver of the written form requirement.

3) Additional verbal agreements have not been made.

§ 2 Offer and conclusion of contract

1) All offers of the Vendor are subject to change and non-binding unless expressly stipulated, for example, in another specially compiled offer. In this case the Vendor is bound to such a specially compiled offer for a period of 30 days. Letters of confirmation and all orders require the written consent of the Vendor to be legally valid. The Vendor's order confirmation exclusively determines the scope of the contractual services owed. The same applies for additions, changes and additional agreements. The Buyer shall not establish any claim against the Vendor from the non-conclusion of a contract based on a conditional or non-binding offer of the Vendor unless the Vendor has acted with intent or negligence.

2) Drawings, illustrations, dimensions, weights or other performance data are only binding if such has been expressly agreed on in writing. In particular, due to the applied high-quality production methods of the Vendor, quantity deviations of +/- 10% of the ordered quantity are partly unavoidable and therefore considered to be fulfillment of the contract.

3) The representatives of the Vendor are not authorized to make verbal additional agreements or offer verbal assurances which go beyond the scope of the written contract.

4) The Buyer is expressly informed that the high quality of the products due to the required production process only allows for certain, differing uninterrupted production lengths, partly even with the same product. On request, the Vendor shall give details to the Buyer about the corresponding specifications of the products. However, the Buyer is responsible for the selection of the products – in particular if the uninterrupted length of the cable is important for the intended use. The information that the Buyer receives from the Vendor does not relieve the Buyer from the obligation to check if the goods are suitable for the intended use. In the interest of the Buyer, the Vendor does not deliver any cable lengths less than 10m if it has not been expressly agreed upon by the parties.

5) Should the Buyer withdraw from the contract or terminate the contract without possessing withdrawal or termination rights according to the legal provisions, the Vendor is eligible to receive a flat-rate compensation of 5% of the overall contract providing the incurred damage cannot be proven in detail. It is left to the Buyer to prove that there are no damages or reduction in value or the damages are lower than the agreed flat-rate compensation.

§ 3 Minimum order value

1) The minimum order value is 150.00 €. Orders that fall short of this amount are calculated with the minimum order value.

2) For initial orders under an order value of 250.00 € it is always required to pay before delivery without deductions.

§ 4 Prices

1) The prices stated in the Vendor's confirmation order plus the respective legal value-added tax at the currently valid rate shall apply. If, between the conclusion of contract and the delivery, the cost prices for silver and copper have increased by 10 % (relevant is the London metal exchange (LME)) the Vendor is entitled to increase the sales price according to the price increases for the raw materials silver and copper.

Additional deliveries and services are charged separately. If the Buyer places a routine order, the Buyer is charged 5.00 € for administration costs per delivery.

2) Especially with respect to § 2 clause 2 the Vendor shall charge the Buyer for the actually delivery lengths.

3) Unless otherwise agreed, prices are understood to be ex warehouse Leonberg excluding packaging, shipping costs and value-added tax.

§ 5 Delivery and delivery time, delivery delay

1) Delivery dates or deadlines, which can be agreed on as binding or nonbinding, shall be made in writing.

2) Partial rendering of services by the Vendor is permitted any time, in as far as the Buyer does not indicate no interest in such or it is clearly not reasonable for the Buyer.

3) In case of delays in delivery and rendering of services due to force majeure and events which make it difficult or impossible for the Vendor to deliver – this includes strikes, lockouts, any official actions, riots, inability to delivery through no fault from the Vendor or the supplier of the Vendor or their subcontractors - the Vendor does not have to adhere to the dates and deadlines even if they have been agreed as binding. These circumstances entitle the Vendor to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up period and the Vendor is entitled to cancel the contract in total or in part as regards the part which has not been fulfilled.

4) If the hindrance lasts longer than three months, the Buyer shall be entitled to revoke the contract for the part that has not yet been fulfilled following a reasonable period of grace. If the delivery time is extended or the Vendor is released from his obligation, the Buyer shall not be entitled to claim damages as a result. The Vendor shall only be entitled to appeal to the above circumstances if the Buyer has been notified of the same without delay.

5) In the case of a breach of obligation by the Vendor, he shall be liable for damages only pursuant to following § 11 of these terms and conditions.

§ 6 Shipment, passing of risk

1) If nothing has been agreed to the contrary, shipment and transport shall be at the risk of the Buyer. The risk is transferred to the Buyer as soon as the consignment has been handed over to the person performing the transportation or has left the Vendor's warehouse for the purpose of shipment.

2) If the shipment is delayed for reasons the Buyer is responsible for, the risk of accidental loss and accidental deterioration shall pass to the Buyer starting immediately after notification of the readiness for shipment. Any warehousing costs incurred after the risk has been transferred shall be borne by the Buyer.

3) If the Buyer is in delay of acceptance, the Vendor is entitled to insist upon compensation for any incurring expenditures; upon occurrence of default of acceptance, the risk of accidental loss and accidental deterioration shall pass to the Buyer.

§ 7 Warranty

1) The Vendor guarantees that the products are free of flaws in fabrication and material.

2) The warranty period is 1 year commencing at the transfer of risk.

3) The Buyer shall notify the Vendor in writing of any apparent defects immediately, at the latest within one week after receipt of the shipment. Defects that cannot be detected within this period even in spite of a careful inspection are to be communicated to the Vendor in writing without delay after discovery.

4) In the case of a notification and explanation of the Buyer that the products do not fulfill the warranty, the Vendor may, at his own choice, request that:

a) the faulty part be sent back for repair and subsequently returned to the Buyer;

b) the Buyer keeps the faulty parts and a service technician of the Vendor will go to the Buyer to have the parts repaired on site. If the Buyer requests that the warranty works be completed at a third party location, the Vendor can comply with this request, whereupon parts under warranty are not charged, whereas working hours and travel expenses are to be paid to the Vendor at the standard rate.

5) Should the repair prove unsuccessful after a reasonable period of time, the Buyer may as he chooses either cancel the contract or reduce the sales price.

6) Warranty claims shall not exist in the event of minor deviations from the agreed quality or minor impairments of usability.

7) No liability shall be accepted for normal wear and tear.

8) Liability claims against the Vendor are only possible by the direct Buyer and are not transferable.

9) If after the transfer of risk from Vendor to Buyer, the Buyer did not immediately notify the Vendor of the existing defect, the reversal of the burden of proof according to § 476 of the German Civil Code (BGB) shall not apply.

10) For any claims to damages and reimbursement of expenditure of the Buyer, the Vendor shall only be liable pursuant to following § 11.

The above paragraphs include the conclusive warranty for the products and exclude other warranty claims of any kind whatsoever.

§ 8 Reservation of title

1) The delivery item shall remain property of the Vendor until all claims upon the Buyer resulting from the business relationship have been completely fulfilled.

2) The Buyer is permitted to process the delivery item or mix or combine it with other items. Processing, mixing or combining (hereafter known collectively as "processing" and, with regard to the delivery item as "processed") is carried out on behalf of the Vendor; the objects developed from processing is denoted as "new product". The Buyer must hold the new product in safekeeping for the Vendor and exercise due commercial prudence. In case of processing with other items not belonging to the Vendor, the Vendor shall acquire co-ownership of the new product in the proportion of the monetary value of the processed delivery item and other processed products at the time of processing. If the Buyer acquires sole ownership of the new product, the Vendor and Buyer are in agreement that the Buyer acknowledges the Vendor co-ownership of the new product in the proportion of the monetary value of the processed delivery item and other processed products at the time of processing.

3) In the case of a sale of the delivery item or new product the Buyer herewith assigns to the Vendor by way of security any claims resulting from the resale to the third party with all ancillary rights, without the need for any further special declarations. The assignment includes any payment claims. However, the assignment applies only in the amount of the price of the delivery item invoiced by the Vendor. The share of the claim assigned to the Vendor must be given priority.

4) If the Buyer combines the delivery item or the new product with land or movable goods, he also assigns to the Vendor this claim, which is due to it as payment for the combination, including all ancillary rights by way of security in the proportion of the monetary value of the delivery item or new product and other combined goods at the time of the combination, without the need for any further special declarations.

5) Until revoked the Buyer is entitled to collect the in § 8 (Reservation of Title) assigned claims. The Buyer shall promptly forward to the Vendor payments made towards the assigned claims up to the amount of the secured claim. Where good cause exists to do so, in particular in the event of default in payment, stoppage of payment, the commencement of insolvency proceedings, bill protest or comparable which suggest that the Buyer may be insolvent, the Vendor shall be entitled to revoke the authority of the Buyer to collect claims. The Vendor may in this situation, after giving prior warning of impending disclosure and complying with a reasonable period of notice, disclose the security assignment, realize the assigned claims and demand that the Buyer disclose the assignment to the third party.

6) When a legitimate interest is substantiated, the Buyer must provide the Vendor with the required information and necessary documents for asserting its rights.

7) For the period in which the Vendor retains the title to the delivery items, the Buyer may not pawn these or use these as securities. They may only be sold as part of a normal commercial transaction if the Buyer receives in return payment for the delivery item from the third party. The Buyer shall agree with the third party that the latter becomes owner only after such payment. In the case of pledges, seizures or other orders by third parties, the Buyer shall promptly notify the Vendor.

8) In so far as the realizable value of all the security interests, to which the Vendor is entitled, exceeds the sum of all secured claims by more than 20%, the Vendor will release a corresponding portion of the security interests at the Buyer's request. It is assumed that the conditions mentioned in the previous sentence are met if the estimated value of the goods and claims assigned by way of security reaches or exceeds 150 % of the value of the secured claims. The Buyer shall have the right to choose between various security interests for release.

9) If the Buyer violates its obligations, in particular regarding default of payment, the Vendor is entitled, without giving prior notice, to request the surrender of the delivered item and/or new product and/or withdraw from the contract; the Buyer is obligated to surrender it. The request to surrender the delivery item/the new product shall not constitute a declaration of withdrawal on the part of the Vendor unless this is expressly stated.

§ 9 Payment, right of offset and right of retention, obligations within the scope of e-invoicing

1) If nothing else is agreed upon the invoices of the Vendor shall be payable strictly net within 30 days of the invoice date.

2) The vendor shall be entitled, irrespective of any contrary terms and conditions, to offset payments first against older debts. The Vendor shall inform the Buyer about the type of offsetting that has occurred. If costs and interest have already occurred, the Vendor is entitled to first set the payment off against the costs, then against the interests and finally against the main claim.

3) A payment shall only be deemed to be effective if the Vendor may freely dispose of the amount. In the case of cheques payment, the payment shall first be deemed made once the cheque has been cashed.

4) Should the Buyer fall behind schedule, the Vendor is entitled to demand interest, as from the concerning date, in the amount of the interest rate charged by commercial

banks for open overdraft credits plus the legal value added tax. The interest rate shall be calculated less if the Buyer is able to prove a lower charge.

5) If the Vendor learns of circumstances which cast doubt on the Buyer's creditworthiness, especially if a cheque issued by the Buyer cannot be honored or the Buyer ceases to make payments, or if the Vendor learns of any other comparable circumstances which cast doubt on the Buyer's creditworthiness, the Vendor shall be entitled to declare that the whole of the outstanding debt is immediately payable even if the Vendor has previously accepted cheques. In this case the Vendor is also entitled to demand advance payments or securities.

6) The Buyer is only entitled to offset, withhold or reduce payment, even if claims or complaints have been put forward, when these claims are undisputed or legally binding in the same currency. Any right to retention may only be claimed by the Buyer due to counterclaims arising from this contract.

7) If objections of the Buyer are raised relating to the invoices of the Vendor, they need to be lodged in writing to the Vendor before the end of a two month period after having received such. After the end of this period the Buyer is not entitled to lodge any objections.

8) The Vendor reserves the right to send invoices electronically as pdf file to the Buyer. In order not to endanger his pre-tax deduction according to § 15 UStG (German Law on turnover tax), the Buyer is obliged to establish an internal control procedure according to § 14 para. 1, especially S. 5 and 6 UStG, which provides a reliable audit trail between the respective invoice and the service concerned.

§ 10 Nondisclosure

Unless any other arrangement has been explicitly agreed in writing, the information provided by both parties in connection with orders is confidential.

§ 11 Limit of liability

1) In the event of a breach of obligation, deficient delivery or unlawful acts by the Vendor, a Vendor's representative or other vicarious agents, the Vendor shall be only liable for damages and reimbursement of costs – subject to the reservation of further contractual or statutory liability preconditions – if the Vendor acted intentionally or with gross negligence or in cases of minor negligence and such negligence results

in the breach of an essential contractual duty (contractual duty of which an infringement prejudices the achievement of the purpose of the contract). However, in case of minor negligence of an essential contractual duty, the liability of the Vendor shall be confined to the typical loss or damage which could have reasonably been foreseen at the date at which the contract was entered.

2) The liability restrictions and exclusions in above § 10 clause 1 do not apply if a warranty is given with respect to the condition of the goods as described in § 444 BGB (German Civil Code), in the case of maliciously concealed discrepancies, in the case of harm to life, physical injury or harm to health, and in the case of legally binding warranty on the basis of the Product Liability Act.

3) All claims for compensation against the Vendor, regardless of the legal reason, are subject to a limitation period of one year after delivery of the goods to the Buyer, in the case of tortious liability from the time of this becoming known or grossly negligent lack of knowledge of the circumstances which constitute the claim and the person liable to pay damages. The provisions of this clause do not apply in the case of liability based on intent or gross negligence and in the mentioned cases in above § 11 clause 2.

§ 12 Governing law, place of jurisdiction, continuity clause, partial invalidity

1) These conditions of sale, delivery and payment and the entire legal relationship between Vendor and Buyer shall be governed solely by the Law of the Federal Republic of Germany with the exclusion of the UN Sales Convention and the Rules of Conflict of Law for German International Private Law. Furthermore, the international trade custom in the cable business shall apply regarding to minimum production quantities as well as tolerances in the case of non-standard products.

2) Stuttgart is the exclusive place of jurisdiction for all direct or indirect disputes between business partners arising from the contractual relationship. However, the Vendor shall also be entitled to proceed against the Buyer at its own registered office.

3) Should any individual provisions of these terms and conditions be or become invalid, the validity of the remaining provisions hereof shall in no way be affected.

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