

**General Terms and Conditions of Sale (GTC-S)  
issued by Dätwyler IT Infra GmbH  
for the supply of goods and services (as of April 2026)**

**1 General – Scope and definitions**

The following General Terms and Conditions of Sale (GTC-S) apply exclusively to goods and services (hereinafter referred to as “deliveries”) of Dätwyler IT Infra GmbH (“Datwyler” or “we”) to customers who are entrepreneurs as defined by § 14 of the German Civil Code (Bundesgesetzbuch, BGB), as well as to legal entities under public law and special funds under public law (hereinafter referred to as “customers”), unless otherwise agreed. The customer’s terms and conditions shall not become part of the contract, even if we do not expressly object to them. The GTC-S may be viewed, printed or downloaded from our website.

**2 Offer – Offer documents, contract conclusion, contract content**

- 2.1 Our offers are non-binding.
- 2.2 The offer serves as the basis for a specific offer from the customer to conclude a contract. The customer is bound to their order for a period of 15 working days from receipt by us, unless otherwise specified in the order.
- 2.3 A contract based on the offer is effected only by means of a written order confirmation or at the latest upon the customer’s unconditional use of the delivery.
- 2.4 Illustrations, drawings, weight, colour and dimension specifications provided by us in connection with the conclusion of the contract are only approximate values unless a) they are expressly designated as binding or b) they are material.
- 2.5 Specifications regarding quality, durability and other details constitute a guarantee only if they are expressly agreed upon and designated as such in writing.
- 2.6 We reserve all proprietary and copyright rights to illustrations, drawings, plans, calculations and other documents. They may not be copied, reproduced or made accessible to third parties without our express written consent.
- 2.7 Should a contract fail to materialise the customer is obliged to return the documents provided to him to us immediately upon request.

**3 Prices**

- 3.1 Our prices are FCA ex works Incoterms® 2020, as specified in the order confirmation, net in EUR plus applicable VAT, including loading – but excluding the costs for drums, packaging, reusable pallets and cable cutting. These costs will be invoiced separately, with cable cutting being charged at a flat rate of €40.00, plus applicable VAT.
- 3.2 Regarding the determination of our prices, we refer to the current price list.
- 3.3 For small orders with a net price of up to € 1,500.00, we charge a small order surcharge of € 75.00. Discounts, offers and/or other reductions are not granted for small orders.
- 3.4 For copper data cables, the prices include a copper base of € 150.00, and for telecommunications cables, a copper base of € 100.00. The selling price of the copper cables is calculated based on the daily Datwyler copper price quotation on the day of written order confirmation (published on our website).
- 3.5 For delivery periods exceeding 2 months or for annual contracts or other framework or price agreements with a term exceeding 2 months, we are entitled to increase the agreed prices accordingly, provided that significant changes in raw material, material or energy costs, salary costs or public charges have occurred after the conclusion of the contract and we are not responsible for these changes. A price adjustment will only be made if the change in costs is demonstrable and verifiable and if both price increases and price decreases are taken into account. The customer must be notified of the adjustment in writing at least 2 weeks before it takes effect.

#### **4 Payment terms – Late payment – Counterclaims**

- 4.1 Our invoices for goods and services supplied are payable within 14 days of the invoice date without deduction. Any longer payment terms that deviate from this are also always calculated from the invoice date and will be specified in our order confirmation. All payments are to be made free of charge to Datwyler.
- 4.2 In the event of late payment, we will charge interest at a rate of 9 percentage points above the base interest rate, but at least 10 %.
- 4.3 If we are able to prove a higher loss due to late payment, we are also entitled to claim this amount.
- 4.4 In the event of a suspension of payment or if other circumstances become known that are likely to significantly impair the customer's creditworthiness, all our claims become due immediately. In these cases, we are also entitled to perform outstanding services only against prepayment or provision of security, to withdraw from the contract or to terminate the contract without notice.
- 4.5 Our customer may only assert a right of retention against a payment claim with defences that are based on the same contractual relationship as that payment claim. The customer is only entitled to withhold payments or offset them if the counterclaim is undisputed or has been legally established.
- 4.6 Claims of the customer against us may only be assigned or pledged to third parties with our prior written consent.

#### **5 Passage of risk regarding deliveries – Packaging**

- 5.1 Unless otherwise stated in the order confirmation, delivery is ex works. If dispatch is delayed through no fault of our own, the risk passes to the customer as soon as we have notified them of readiness for dispatch, even if, in exceptional cases, we have assumed other obligations, such as shipping costs or dispatch, including by our own carriers.
- 5.2 Cables are preferably delivered on our own reusable or disposable drums. Our own reusable drums will be collected by the contractor after notification of availability by the client (notification via Tel.: +49 6190 8880-0, Fax: +49 6190 8880-80, E-mail: [trommelrueckholung@datwyler-itinfra.com](mailto:trommelrueckholung@datwyler-itinfra.com), online form: <https://datwyler-itinfra.com/en/contact/cable-reel-fetch-back/>). If this notification is not received within 6 months, the reusable drums will be invoiced. The same applies to reusable pallets.
- 5.3 If deliveries are to be made on KTG reusable drums, the contractor must coordinate with the client before delivery.
- 5.4 The KTG General Terms and Conditions (GTC) apply to the provision of cable and rope reels. The GTC and release notifications can be obtained or submitted directly from the following address:  
Kabeltrommel GmbH & Co. KG, Camp-Spich-Straße 55/59, 53842 Troisdorf,  
[freimeldung@kabeltrommel.de](mailto:freimeldung@kabeltrommel.de), Fax: +49 2241 2524 205, Tel.: +49 2241 2524 100.
- 5.5 We accept the return of our packaging materials, which originate in Germany but not with private end consumers as defined by the German Packaging Act (VerpackG), at our business premises during normal business hours; the customer bears the return shipping costs. The packaging must be returned clean, free of foreign matter and sorted by type

#### **6 Delivery terms – Delivery and service deadlines – Reservation of self-supply – Consequences of delay**

- 6.1 We are generally entitled to deliver up to 5 % more or less than the ordered quantity, unless expressly agreed otherwise. Invoicing will be based on the quantity actually delivered.
- 6.2 If, contrary to clause 5.1, we undertake the organisation of the transport of the goods, our goods will generally be delivered freight collect within the Federal Republic of Germany as part of a consolidated shipment to the delivery address – ground floor in the case of construction sites – or duty unpaid to the border. Notwithstanding this, deliveries with a net value of € 1,500.00 or more are generally free of charge, provided we confirm this to the customer in the offer.
- 6.3 Delivery deadlines are non-binding.

- 6.4 Our delivery obligation is subject to the timely and correct delivery to us by our suppliers. Our delivery period will be extended by the duration of any delay in our own delivery. In cases of a foreseeable, permanent or significant delay in our own delivery, we may withdraw from the contract. This does not apply if the incorrect or delayed delivery to us is our fault.
- 6.5 The delivery period begins on the date the order confirmation is sent. It is considered met if the goods have been loaded onto the means of transport provided by the customer by the specified binding delivery date. If shipment is delayed through no fault of our own, the delivery period is considered met upon notification of readiness for shipment.
- 6.6 Adherence to the delivery deadlines is contingent upon the customer fulfilling their contractual obligations (including, but not limited to, providing the data necessary for contract execution, making the agreed down payment, and providing the agreed payment security). If these obligations are not met, the delivery period for Datwyler will be extended by a reasonable amount of time.
- 6.7 Unforeseen, unavoidable events beyond our control (e.g. pandemic, force majeure, strikes or lockouts, operational disruptions, difficulties in procuring materials or energy, transport delays, energy or raw material shortages, actions by authorities and difficulties in obtaining permits, in particular import and export licenses) will extend the delivery period by the duration of the disruption and its effects. This also applies if the obstacles arise at our suppliers or during an existing delay.
- 6.8 If the impediment is not merely temporary, both contracting parties are entitled to withdraw from the contract. Claims for damages are excluded in the cases specified in clause 6.7.
- 6.9 If we are in default of delivery due to circumstances for which we are responsible and the customer incurs damages as a result, our liability in cases of simple negligence is limited to 0.5 % per completed week of delay, but not exceeding a total of 5 % of the net invoice amount for the delayed portion of the delivery. This does not affect the right to damages in lieu of performance pursuant to clause 10.
- 6.10 We are entitled to make partial deliveries or provide partial services to a reasonable extent.

## **7 Export control, export bans, embargo regulations**

- 7.1 Products supplied by us are intended for use and to remain in the country of delivery agreed upon with the customer. In particular, technical products, hardware and computer software may be subject to embargo regulations, and their export from the country of delivery may be prohibited or require a permit. Furthermore, we may be contractually obligated to comply with export bans.
- 7.2 If the customer exports our products to other countries, they are solely responsible for compliance with any applicable regulations up to the end user. In particular, it is the customer's responsibility to inform themselves about the applicable export and import regulations (e.g. from the German Bundesamt für Wirtschaft und Außenkontrolle and the US Department of Commerce, Office of Export Administration) to comply with these regulations and to obtain any necessary permits.
- 7.3 Upon request, we will inform the customer whether any further contractual export bans exist. However, the customer remains solely responsible for ensuring compliance with these export prohibitions.

## **8 Delayed acceptance of delivery – Delivery on call**

- 8.1 If our customer fails to accept the delivery in accordance with the contract, he is nevertheless obligated to make the payments agreed upon for the delivery.
- 8.2 If delivery is to be made on call and the customer does not call upon the delivery or agreed partial delivery within the contractually agreed period, this means that the customer remains obligated to make the agreed payment in the amount of the contractually agreed delivery quantities for the respective period. Payment is due at the end of the contractually agreed period.
- 8.3 The customer is obligated to compensate us for any damages incurred as a result of the non-acceptance or failure to call upon delivery, including any additional expenses.
- 8.4 If the customer fails to comply with their obligation to accept or call upon delivery within a reasonable period set by us, even after a written request, we are entitled to refuse performance of the contract and

to claim damages in lieu of performance. The same applies to any (partial) deliveries that may be called upon in the future.

## **9 Customer's warranty claims**

- 9.1 The customer's warranty claims are contingent upon the customer having properly fulfilled their obligation to inspect and report defects as required by § 377 of the German Commercial Code (Handelsgesetzbuch, HGB).
- 9.2 In addition, shortfalls, damage to the transport packaging and obvious transport damage must be reported to the carrier upon delivery and confirmed by the carrier in writing on the delivery document.
- 9.3 For the agreed-upon quality within the meaning of § 434 Paragraph 1 Sentence 1 of the German Civil Code (BGB), only our product description is authoritative.
- 9.4 If a defect in the delivery exists, we are entitled, at our discretion, to remedy the defect or provide a replacement. We are obligated to bear the necessary expenses, in particular transport, travel, labour and material costs, unless these costs are increased because the goods were moved to a location other than the customer's place of business after delivery.
- 9.5 If we are unwilling or unable to remedy the defect or provide a replacement, if this is delayed beyond a reasonable period for reasons attributable to us, or if the remedy or replacement otherwise fails, the customer – in the case of significant defects – is entitled to withdraw from the contract or reduce the price and, in accordance with clause 10, to claim damages in lieu of performance.
- 9.6 The infringement of third-party rights constitutes a defect only if these intellectual property rights have protective effect within the Federal Republic of Germany.

## **10 General liability – Statute of limitations**

- 10.1 We are liable in cases of intent or gross negligence, fraudulent concealment of defects, injury to life, body or health, or under the Product Liability Act, in accordance with the applicable law. In the case of an assumed warranty, we are liable in accordance with any applicable warranty provisions.
- 10.2 In cases of simple negligence, we are only liable for breaches of a material contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on which the customer regularly relies and may rely and – unless otherwise stipulated in clause 6.9 for damages due to delay – is limited to compensation for foreseeable and typical damages. In all other cases, our liability is excluded.
- 10.3 Claims by the purchaser due to defects expire 12 months after the transfer of risk; other claims expire 12 months from the statutory commencement of the limitation period. However, if the delivered goods have been used for a building in accordance with their usual purpose and the goods have caused the defectiveness of the building, the limitation period is five years, unless the delivered goods were used for the building on the basis of a contract to which Part B of the German Construction Contract Procedures (Verdingungsordnung für Bauleistungen (VOB/B) has been incorporated in its entirety. In this case, the shorter limitation periods of the VOB/B apply. Notwithstanding sentence 1 of this clause 10.3, in the case of our liability due to the assumption of a guarantee, the guarantee provisions apply, and in the case of fraudulent concealment of a defect, as well as in the case of claims for damages under the Product Liability Act, for injury to life, body or health and for intentional or grossly negligent breach of duties, the statutory limitation periods apply.

## **11 Retention of title**

- 11.1 We retain title to the goods until all our claims against the customer arising from the business relationship, including future claims arising from contracts concluded simultaneously or subsequently have been settled. This also applies if individual or all claims have been included in a current account and the balance has been drawn and acknowledged.
- 11.2 While the retention of title remains in effect, the customer is prohibited from pledging or assigning the goods as security. The customer must notify us immediately of any third-party claims against the goods

subject to retention of title. The customer shall bear any costs incurred in defending against such claims, unless these costs can be recovered from the third party.

- 11.3 If our goods subject to retention of title are mixed, combined, processed or transformed with other items, this shall be done free of charge for us. In the case of processing or transformation, we acquire co-ownership of the new item in proportion to the invoice value of our goods subject to retention of title relative to the value of the other items at the time of the processing or transformation. If an item is considered the principal item, we acquire co-ownership of the principal item in proportion to the value of our reserved goods relative to the total value of the principal item at the time of the transaction. The customer shall store all items for us free of charge.
- 11.4 The goods subject to retention of title may only be resold by the customer in the ordinary course of business. The customer hereby assigns to us all claims against its customers arising from the resale of the goods subject to retention of title, up to the amount of the gross invoice total, including all ancillary rights. We accept this assignment. The customer remains authorized to collect these claims as long as it fulfils its obligations to us. If third-party rights exist in the goods subject to retention of title, the customer's claim is assigned to us in proportion to the value of our co-ownership share relative to the total value of the goods. The customer must immediately remit any amounts collected to us to the extent that our claims are due.
- 11.5 If the customer fails to meet his payment obligations, we may revoke the authorisation to resell and otherwise use the goods and demand that the customer disclose to us the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify his debtors of the assignment. The return of goods subject to retention of title does not constitute a withdrawal from the contract. We are entitled to dispose of the returned goods as we see fit.

## **12 Place of performance, jurisdiction and applicable law**

- 12.1 The place of performance for all obligations arising from the contractual relationship shall be our registered office, unless the order confirmation stipulates otherwise.
- 12.2 For any legal disputes arising from the contractual relationship, including disputes concerning its creation and effectiveness, the competent local or regional court for our registered office in Hattersheim shall have jurisdiction insofar our customer is a trader. However, we are also entitled, at our discretion, to bring an action before the competent local or regional court with jurisdiction over the customer's registered office.
- 12.3 The law of the Federal Republic of Germany will apply. The UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.