



## 1. Scope and acceptance of our General Sales Conditions

These General Sales Conditions apply in full to all sales of products by Kabelwerk Eupen AG and are an integral part of the sales contract. To avoid any misunderstanding, it is expressly stated that the customer's general terms and conditions of Buyer will never prevail over the General Sales Conditions of Kabelwerk Eupen AG. Any other overriding contractual clause or provision must be the subject of written confirmation from Kabelwerk Eupen AG in order to be effective. Should one or more provisions of these General Sales Conditions be invalid or be repealed, the remaining provisions of these General Sales Conditions shall remain in full force and effect. Kabelwerk Eupen AG and the Buyer shall then consult with each other to agree on new provisions to replace the invalid and ineffective provisions, considering the aim and the purpose of the original provision as far as possible. Any concerned party or Buyer may find, download or print our General Sales Conditions on the following website: [www.eupen.com](http://www.eupen.com) or via the link <https://www.eupen.com/en/agb/>. If the party or Buyer is unable to consult our General Sales Conditions on the above site, that party or Buyer must inform Kabelwerk Eupen AG without delay, and the latter will send the party or the Buyer a copy of the General Sales Conditions by whatever means are most appropriate. It is assumed that the Buyer has read the General Sales Conditions before placing an order.

## 2. Offer and sale

The offers of Kabelwerk Eupen AG are not binding. An order is only binding for Kabelwerk Eupen AG if it has been confirmed in writing by Kabelwerk Eupen AG. Any agreement, explanation or information is valid only if issued in writing. All binding notifications must be made in writing, for example by e-mail, fax or post, in order to be able to be proven. An order accepted by Kabelwerk Eupen AG can only be cancelled by the Buyer:

- with the written agreement of Kabelwerk Eupen AG and
- against payment of a fair and equitable amount by the Buyer to Kabelwerk Eupen AG, calculated on the basis of the real costs incurred until order's cancellation approval date. Such costs will include the expenses for the completion of the unfinished products on the cancellation date, as well as the purchased costs of all materials required for the manufacture of such products which have been sent to Kabelwerk Eupen AG or which cannot be countermanded, whereby Kabelwerk Eupen AG reserves the right to charge at least 25% of the order value.

## 3. Dimensions and quantities:

Descriptions of the products and their quantities will be mentioned on the delivery sheet and on the invoice. The data on the invoice are binding for the parties. Except in the case of a duly established and proven error, these details shall be determining for the parties. All general information mentioned in our price lists, technical data sheets and catalogues, including but not limited to prices and information relating to the dimensions, technical parameters and weights of our products, are non-binding indicative values, and may be revised at any time without prior notice.

## 4. Price

The prices are net, excluding value added tax, packaging, transport costs and other taxes and duties. Kabelwerk Eupen AG reserves the right to charge the Buyer a flat-rate order processing fee of 50 EUR for orders with an order value of less than 750 EUR.

## 5. Transfer, reception, collection, delivery and unloading of the goods:

Unless expressly agreed otherwise, the goods are sold and made available to the Buyer ex works (EXW) and finally accepted at the factory of Kabelwerk Eupen AG. If, for reasons for which the Buyer is responsible, such as non-acceptance on the delivery date or late call-off by the Buyer, collection or delivery is effected only after the agreed delivery time, the Buyer shall nevertheless make the payments dependent on the delivery as if the delivery had been effected on the agreed time. If free delivery in accordance with an Incoterms is agreed in the purchase contract, the following shall be observed:

Unless the Buyer instructs otherwise in writing, the material will be sent to the Buyer's address. All special shipping instructions and information shall be sent by the Buyer to Kabelwerk Eupen AG in full, accurately and in writing in good time using one of the communication methods described in Article 2. If the Buyer requests delivery to an address other than his own, one or more partial deliveries and/or deliveries directly to the construction site, the transport costs shall be borne by the Buyer. Unloading of the material shall be at Buyer's expense and risk. Convenient and reasonable access must be provided for the delivery of goods so that Kabelwerk Eupen AG can deliver the goods without cost and inconvenience. Collections of goods in our warehouses and our shipments are at Buyer's risk. If a freight carrier is involved, its operations will be under the full and complete responsibility of the Buyer, who waives any right of action in this regard against Kabelwerk Eupen AG.

## 6. Transfer and retention of title – Transfer of risks

Kabelwerk Eupen AG will retain full title in the products sold until receipt of the full payment, even if the Buyer has mixed or integrated the products in question with other goods or products. The Buyer is obliged to store the products separately until receipt by Kabelwerk Eupen AG of the full payment. Furthermore, they must be

identified and labelled in such a way that they can be returned or made available for collection to Kabelwerk Eupen AG. Kabelwerk Eupen AG may file an application for recovery of the total price of the products sold, even if it retains title in these products. The Buyer hereby authorises Kabelwerk Eupen AG to access its own warehouses and workshops to allow the latter to check the condition of the products in question and, where applicable, to take them back, without the need for any judicial approval. The Buyer will bear all risk and responsibility for the products sold from the moment that they leave Kabelwerk Eupen AG or its warehouses, whereby the transfer of risk to the Buyer is not excluded by the retention of title.

## 7. Advices, designs, samples and materials

The information and advice provided by Kabelwerk Eupen AG is of a general nature only and is not binding. Kabelwerk Eupen AG assumes no responsibility for any design or plan prescribed by or on behalf of the Buyer or for any advice given in connection with such design or plan. If the Buyer prescribes the use of certain raw materials and/or other products, the Buyer shall bear sole responsibility both for the quality and usability and for the purpose for which they are used. If Kabelwerk Eupen AG manufactures products in accordance with instructions received from Buyer and/or uses materials provided by Buyer, Kabelwerk Eupen AG's responsibility is limited to the processing of these products as specified by Buyer. Kabelwerk Eupen AG assumes no responsibility for the final product. At Buyer's request, the materials used may be tested in advance by Buyer at its own expense. If samples or designs are shown or made available to a Buyer, it is assumed that these are only an indication of the final product to be manufactured, unless it is expressly agreed that the final product will be manufactured in accordance with the sample or model. Kabelwerk Eupen AG assumes no liability whatsoever for the concepts, designs, plans or drawings that the Buyer uses for his products without or with the knowledge of Kabelwerk Eupen AG. Nor shall Kabelwerk Eupen AG be liable for any resulting incompatibility of Kabelwerk Eupen AG's products with known or unknown products of the Buyer and/or third parties.

## 8. Packaging:

### a. Returnable drums

Consignment or returnable drums will be made available to the Buyer free of charge, under its sole responsibility, for a maximum period of six months, starting from the end of the month in which the product was shipped or made available. The Buyer formally undertakes to return the drums, carriage free and in good reuse condition, to the address of Kabelwerk Eupen AG or to one of its warehouses, by no later than the end of the period specified above. After expiry of the period and solely since the Buyer has not returned the reusable drums, Kabelwerk Eupen AG will invoice the buyer for these - at the price valid at the time of purchase. If the drums are returned within six months after the end of the six-month period of free use, and provided the drums are in perfect condition, Kabelwerk Eupen AG will credit the full amount invoiced for the drums.

### b. Returnable pallets

The returnable pallets for the foam products marked with a yellow label are the property of the Eupen Foam Division of Kabelwerk Eupen AG. If these returnable pallets are used, they will be invoiced separately on delivery of the products. These invoices are due no later than 12 months after the date of invoice. If the reusable pallets are returned within 12 months of delivery, Kabelwerk Eupen AG will credit the total amount originally invoiced for these returnable pallets, provided they are in perfect condition. This credit note can only be offset against a corresponding invoice for returnable pallets delivered.

### c. Disposable packaging

Disposable packaging such as plywood drums, solid wood drums for export, pallets, cartons and boxes or other specific packaging are either included in the sales prices or are invoiced separately with the goods ordered and the same payment terms apply as for the goods. Disposable packaging is considered lost packaging and will not be taken back by Kabelwerk Eupen AG.

## 9. Delivery time:

The stated delivery times are not binding and Kabelwerk Eupen AG reserves the right to change them at any time. Kabelwerk Eupen AG will make every effort to ensure, that all deliveries will be made in full within the agreed delivery times. The stated delivery times are mentioned in the order confirmation and must be understood as Ex-Works (EXW) delivery times. Unless otherwise stipulated in the contract, any delay will not result in cancellation of the order or in a compensation of any kind. If the Buyer does not take delivery of the goods at the time, they are made available to him by Kabelwerk Eupen AG, he is nevertheless obliged to observe the due dates which are normally set for payments in connection with this delivery. Kabelwerk Eupen AG shall arrange for storage of the material at the expense and risk of the buyer.

## 10. Warranty, limitation of liability and claims:

Kabelwerk Eupen AG guarantees the supplied products for a period of one year from effective delivery respectively from notification of availability of the goods. If a material or manufacturing defect is duly established, the obligation of Kabelwerk Eupen AG is limited to the delivery of the same goods as a replacement for the defective goods or to the repair of the defective goods. Kabelwerk Eupen AG reserves the right to take a reasonable amount of time to assess whether it is necessary to repair or replace the goods. The granting of the warranty requires that the goods have been used in accordance with the Code of Conduct and under normal operating conditions and have been installed in accordance with the relevant rules and national legislation.



Kabelwerk Eupen AG shall not be liable for defects of any kind resulting from improper use, misuse, mishandling or incorrect storage of the goods sold. The Buyer may not make any request for compensation arising from or connected to the contract – regardless of the legal reasons, including any non-contractual reason – for any failure by Kabelwerk Eupen AG to fulfil the obligations to which it has committed, unless such failures relate to essential contractual obligations. Essential contractual obligations include the fundamental obligations of execution. Delivery delays resulting from a delay in issuing an export licence or a refusal to grant an export licence by the relevant Belgian authorities will not allow the Buyer to claim for any compensation. In order to be considered, any claim must be presented in writing, within 14 days from the shipping of the goods, and in any event before the delivered goods are used or implemented. After the expiry of this period, the buyer waives all rights regarding claims. Kabelwerk Eupen AG shall not be liable for any aesthetic impairments that may occur on the surface of the product during transport, provided that the functionality of the product is not impaired thereby. In general, but particularly in the case of transport of unpackaged or packaged foam products, any damage or defects must be noted on the CMR consignment note or the delivery sheet at the time of loading and on receipt of the goods by the customer. Kabelwerk Eupen AG accepts no liability for damage reported later - i.e. during or after unloading by the customer. Goods may only be returned prior the express written consent including the return instructions from Kabelwerk Eupen AG. Under no circumstances may the Buyer be allowed to cite a complaint as a reason for suspending or delaying payment of invoices from Kabelwerk Eupen AG. In no event shall Kabelwerk Eupen AG be liable for personal injury, violation of property, damage to property, loss of production, loss of profit, loss of use or indirect and consequential financial damages and losses of the Buyer and/or its affiliated companies and/or its customer. The Buyer shall hold Kabelwerk Eupen AG harmless against all recourse or recourse claims by the Buyer's insurers that go beyond the exclusions contained in this clause.

## 11. Payments:

Invoices are issued by Kabelwerk Eupen AG based on the quantities stated on the delivery sheet. Kabelwerk Eupen AG may deliver and invoice an inferior or superior quantity of goods to the specific ordered quantity - with a maximum tolerance of 10% - unless the contract contains a contrary express clause. In the absence of any other specific agreement, payments will be made in euros to Kabelwerk Eupen AG, within a period of 30 days from the invoice date, net and without discount. Payment costs shall be borne by the buyer. Any invoice not paid on the due date shall be automatically increased, without prior notice of default, by a flat-rate compensation of 7% and by 12% interest as a flat-rate, contractual and irreducible penalty, with a minimum amount of €50. Furthermore, the amount of any invoice not paid by the due date will, automatically and without prior notice, starting from the due date and until it is paid in full, be subject to interest calculated on the basis of the legal interest rate plus 2% with a minimum of 50 €, it being understood that Kabelwerk Eupen AG reserves the right to claim other damages related to the delay in payment. In the event of late payment, Kabelwerk Eupen AG reserves the right, without formal legal notice, to suspend its services under this contract or under previous or subsequent contracts without further notice and, unless otherwise stated, to resume them as soon as payment has been duly made. Kabelwerk Eupen AG reserves the right to use the amounts received from the Buyer first for the settlement of costs and then for the payment of goods.

## 12. Financial security and express cancellation clause:

If, after the signing of the contract and before full payment of all outstanding invoices, it appears that the Buyer's creditworthiness decreases or is deteriorating, and particularly in the following circumstances: a request for extension of the payment term or the term of bill protest, a request for voluntary or court settlement, the filing of an application for judicial reorganisation, seizure of some or all of the Buyer's assets at the initiative of a creditor, delay in payment of social contributions, or any other similar circumstances, Kabelwerk Eupen AG reserves the right, even after partial execution of the order, to demand securities from the Buyer to guarantee the proper execution of the Buyer's obligations. If the purchaser refuses to provide such guarantees or is unable to do so, Kabelwerk Eupen AG will be entitled to fully or partially terminate the contract. This termination will occur automatically and without prior notice, solely by Kabelwerk Eupen AG notifying its wish to terminate, and without any possibility for the Buyer to claim any form of compensation for any reason. Kabelwerk Eupen AG is then entitled to invoice the buyer for the costs actually incurred up to the date of cancellation of the order. Such costs will include the expenses for the completion of the unfinished products on the cancellation date, as well as the purchased costs of all materials required for the manufacture of such products which have been sent to Kabelwerk Eupen AG or which cannot be countermanded, whereby Kabelwerk Eupen AG reserves the right to charge at least 25% of the order value. In the event of non-payment by the Buyer, even partial non-payment when due, Kabelwerk Eupen AG is legally and automatically entitled to cancel the contract. Notification of termination of the contract may be given by any legal means. Despite termination of the contract, the Buyer shall owe Kabelwerk Eupen AG the interest on arrears provided for in the contract as well as the flat-rate compensation.

## 13. Force majeure:

Kabelwerk Eupen AG may invoke force majeure in the context of the performance of its contractual obligations. Kabelwerk Eupen AG's obligations are waived ipso jure and without compensation if force majeure hinders normal fulfilment. The parties agree that the concept of force majeure covers the situations listed below, on the understanding that this list is not exhaustive and is merely illustrative:

- Natural disaster, explosion, flood, storm, fire or accident, war or the risk of war, riots, acts of terrorism or sabotage, an uprising, civil unrest or requisition, strikes, epidemics, lockouts or other social unrest or labour disputes, acts, restrictions, regulations, decrees, prohibitions or an array of measures taken by any public, parliamentary or local authority, import or export regulations or embargos, breakdowns or operational interruptions.
- A general shortage of raw materials or energy, any interruption of the energy or fuel supply or any other transport problem, or any other disruption outside the reasonable control of Kabelwerk Eupen AG, which is not due to the negligence or established bad behaviour of that party, which constitutes a major obstacle to the performance of the obligations to which it has committed, and which renders it impossible or commercially impractical to perform those obligations.
- Any event of force majeure exonerates Kabelwerk Eupen AG from the performance of its obligations for as long as, and to the extent that, the event of force majeure prevents or impedes performance of the obligations in whole or in part. Kabelwerk Eupen AG is not liable for any loss or damage suffered by the Buyer as a result of the delay or inability of Kabelwerk Eupen AG to fulfil its obligations under this contract, provided these delays and/or inability are due to an event of force majeure; this disclaimer applies for the entire duration of this event. Any event of force majeure will have the effect of extending the contractual timeframes by the same length of time as the event of force majeure plus an appropriate period for restarting. Kabelwerk Eupen AG will inform the Buyer as quickly as possible about an event of force majeure and inform him of the reasonably foreseeable duration of the event. The buyer may in no way withdraw from his payment obligation for the delivered products due to an event of force majeure.

## 14. Release by the Buyer

The buyer releases Kabelwerk Eupen AG from third party claims that relate to intellectual property rights to the materials or data provided by the Buyer that are used in the execution of the contract. If the Buyer provides information, electronic files or software, the Buyer guarantees that they are free of viruses and errors.

## 15. Intellectual property and copyright:

Without prejudice to the other provisions of the General Sales Conditions, Kabelwerk Eupen AG reserves the rights and powers which it is entitled to from copyright and all other intellectual and industrial property rights. The Buyer is not entitled to make changes to the goods, unless the nature of the goods delivered indicates otherwise or if this has been agreed in writing. The drafts, sketches, drawings, films, software, electronic files and other materials created by Kabelwerk Eupen AG in the frame of the contract remain the property of Kabelwerk Eupen AG, regardless of whether they were made available to the Buyer or third parties, unless otherwise agreed. Kabelwerk Eupen AG reserves the right to use the knowledge gained through the execution of the work for other purposes, provided that no confidential information is passed on to third parties.

## 16. Data protection:

During the sales process, i.e. the submission of offers and the conclusion of a sales contract, Kabelwerk Eupen AG can collect, process and use data from interested parties and customers in accordance with European law. Every interested party or Buyer can view and download or print out the data protection declaration of Kabelwerk Eupen AG on the following website [www.eupen.com](http://www.eupen.com) or via the link <https://www.eupen.com/en/datenschutz/>.

## 17. Legal disputes:

The courts of the EUPEN - BELGIUM judicial district is solely responsible for all legal disputes relating to the interpretation, conclusion or fulfilment of the parties' obligations. However, Kabelwerk Eupen AG reserves the right to submit legal disputes to the courts of the judicial district at the Buyer's registered office. The contracts that are concluded, including their interpretation, are subject to Belgian law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.