

**General Terms & Conditions of Purchase For Belden Sichert GmbH**  
**(06 May 2025)**

**1. Scope, entry into contract**

- 1.1 These terms and conditions of purchase (hereinafter referred to as “**GTCP**”) apply to all deliveries, services and offers made by the suppliers (hereinafter referred to as the “**Supplier**”) of Belden Sichert GmbH (hereinafter collectively referred to as the “**Customer**” or “Belden Sichert”).
- 1.2 These GTCP only apply to parties who, in relation to the contractual relationship, are exercising their commercial or independent professional activity (entrepreneurs within the meaning of section 14 of the BGB [German Civil Code]) or are legal entities under public law or a public-law special fund.
- 1.3 The GTCP apply exclusively; any terms and conditions of the Supplier which conflict with, deviate from or augment these GTCP shall not be recognised unless the Customer agrees to their validity in writing. This requirement of consent shall apply even if the Customer accepts the Supplier’s deliveries without reservation despite being aware of the fact that the GTCP conflict with, deviate from or augment the Supplier’s terms and conditions of purchase.
- 1.4 The GTCP apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter referred to as the “**Goods**”), irrespective of whether the Supplier manufactures the Goods itself or purchases them from sub-suppliers (Sections 433 and 650 of the BGB). Unless otherwise agreed, the GTCP apply in the version valid at the time of the Customer’s order or in the version most recently communicated to the Supplier in text form as a framework agreement also for future contracts of the same kind, without the Customer having to refer to them again in each individual case.
- 1.5 Individual agreements entered into in the individual case with the Supplier (including ancillary agreements, additions and changes) always prevail over these GTCP. For the contents of such agreements, subject to evidence to the contrary, a written contract or written confirmation by the Customer shall be authoritative.
- 1.6 Legally-relevant declarations and notifications by the Supplier regarding the contract (e.g. setting of deadlines, reminders, withdrawals) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). Statutory form provisions and further proof, in particular in the event of doubt about the declaring party’s authority, remain unaffected.
- 1.7 References to the application of statutory provisions only have clarifying significance. Therefore, even without such clarification, the statutory provisions apply unless they are directly amended or expressly excluded in these GTCP.

**2. Entry into contract**

- 2.1. An order placed by the Customer is deemed to be binding at the earliest upon written submission or confirmation. Before acceptance of the order, the Supplier must point out obvious errors (e.g. typos and calculation errors) and any incompleteness of the order, including the order documents, for the purpose of correction or completion; otherwise the contract shall be deemed not to have been entered into.
- 2.2. Unless otherwise set forth in writing in each applicable purchase order, the Supplier is obliged to confirm the Customer’s order in writing within a period of ten business days of receipt or, in particular, to execute it without reservation by sending the Goods (acceptance). Delayed acceptance is deemed to constitute a new offer, and requires acceptance by the Customer.

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- 2.3. The Customer can demand changes to the delivery item even after entry into the contract insofar as it would be reasonable for the Supplier to make such changes. The impacts of any such change to the contract must be taken into account appropriately by both parties, in particular with regard to higher or lower costs and delivery dates.
- 2.4. All correspondence concerning the contract is to be conducted exclusively with the Customer's purchasing department, quoting the order number. The contract and negotiation language is German.

**3. Prices, terms of payment**

- 3.1. The prices stated in the order are fixed prices and do not include the respectively-applicable VAT. Unless otherwise agreed, the agreed fixed prices include the costs of packaging. The Goods are to be packaged so that damage in transit is avoided. The use of packaging material shall be limited to the amount required to achieve this purpose. Only environmentally-friendly packaging may be used. The Supplier's obligation to take back the packaging is governed by the statutory provisions. Unless otherwise agreed in individual cases, the price also includes all other services and ancillary services of the Supplier (e.g. assembly, installation) and all ancillary costs (e.g. transport costs including any transport and liability insurance).
- 3.2. No remuneration for demonstrations, presentations, negotiations and/or for the preparation of offers and projects shall be paid unless otherwise agreed in writing.
- 3.3. Invoices can only be processed by the Customer if they contain the order number stated in the Customer's order; only the Supplier is responsible for all consequences arising from non-compliance with these obligations.
- 3.4. Unless otherwise agreed in writing, payment of the purchase price is due upon complete delivery of goods and services and receipt of a verifiable invoice from the Supplier. The Customer is granted a payment period of 30 calendar days. If the Customer makes payment within 14 days of receipt of the verifiable invoice, but at the earliest after receipt of the Goods, the Supplier shall grant a discount of 3% on the net amount of the invoice; if payment is made within 21 days, the Supplier shall grant a discount of 2%. Payment is to be made by bank transfer. For this purpose, the Supplier must provide corresponding bank details. In the case of partial deliveries, payment shall not be due until the last delivery has been made. This does not apply to successive delivery contracts. In the case of bank transfers, payment shall be deemed to be timely if the bank receives the Customer's transfer order before the expiry of the payment period; the Customer is not responsible for delays caused by the banks involved in the payment process.
- 3.5. The Supplier does not owe any maturity interest. The statutory provisions apply to default in payment.
- 3.6. Insofar as the Supplier has to provide material samples, test reports, quality documents or other contractually-agreed documents, the completeness of the delivery and service shall also require receipt of these documents by the Customer.
- 3.7. The Customer is entitled to set-off and retention rights as well as the defence of non-performance of the contract to the extent permitted by law. In particular, the Customer is

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entitled to withhold due payments as long as the Customer is still entitled to claims against the Supplier arising from incomplete or default performance.

- 3.8. The Supplier shall only have a right of set-off or retention based on counterclaims which are undisputed or have been determined in a final and legally-binding manner.

**4. Delivery period and default in delivery**

- 4.1. The delivery period stated in the order is binding. If the delivery period is not stated in the order and not otherwise agreed, it is two weeks from entry into the contract. If the delivery is made before the agreed delivery date, the Customer reserves the right to return the Goods at the Supplier's expense and risk. If no return takes place in the event of delivery ahead of schedule, the Goods shall be stored by the Customer at the Supplier's expense and risk.
- 4.2. The Supplier is obliged to notify the Customer in writing without delay if circumstances occur or become apparent to the Supplier which indicate that the agreed delivery period cannot be met.
- 4.3. If the Supplier does not provide its service or does not provide its service within the agreed delivery period or is in default, the Customer's rights - in particular to rescind the contract and to claim damages - are determined in accordance with the statutory provisions. The provisions in Section 4.4 hereof remain unaffected.
- 4.4. In the event of a delay in delivery, the Customer is entitled - in addition to further statutory claims - to demand lump-sum damages for delay in the amount of 1% of the net price of the Goods delivered late per full week, but not more than a total of 5% of the net price of the Goods delivered late, unless the Supplier can prove that no damage or considerably less damage was caused by the delay. The Customer reserves the right to prove that a higher loss has been suffered.

**5. Performance of services, risk transfer, default in acceptance**

- 5.1. Delivery shall be made "free to the door" within Germany to the location stated in the order. Should the delivery location not be specified and should nothing else have been agreed upon, delivery will be made to the usage location (factory). The respective delivery location is also the place of performance for the delivery and any subsequent performance (obligation to be discharged at the obligee's domicile).
- 5.2. Without the Customer's prior written consent, the Supplier is not entitled to have third parties (e.g. subcontractors) carry out the service for which it is responsible. The Supplier bears the procurement risk for its services, unless otherwise agreed in individual cases (e.g. limitation to stocks).
- 5.3. A delivery note stating the date (issue and dispatch), contents of the delivery (article number and number of articles) as well as purchase order identifier (date and order number) must be enclosed with the delivery. If the delivery note is missing or incomplete, the Customer is not responsible for any resulting delays in processing and payment. Separate from the delivery note, a corresponding notification of dispatch with the same contents must be sent to the Customer.
- 5.4. The risk of accidental destruction and accidental deterioration of the Goods passes to the Customer upon delivery at the place of performance. If acceptance has been agreed, this is

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decisive for the transfer of risk. The statutory provisions of the law on contracts for services apply analogously in other respects to an agreed acceptance. If the Customer is in default of acceptance, this is to be deemed equivalent to handover or acceptance.

- 5.5. The statutory provisions apply to the occurrence of default in acceptance. The Supplier must make an express offer of its performance to the Customer even if a specific or ascertainable calendar period is agreed for an act or cooperation by the Customer (e.g. provision of material). If the Customer is in default in acceptance, the Supplier can demand reimbursement of its additional expenditure under the statutory provisions (Section 304 of the BGB). If the contract concerns an individual item to be manufactured by the Supplier (manufactured to specifications), the Supplier has more extensive rights only if the Customer undertook to cooperate and failure to cooperate is attributable to the Customer.
- 5.6. The Supplier shall provide its deliveries/services in line with state-of-the-art technical standards. It must comply with the laws and regulations valid in the Federal Republic of Germany as well as the requirements by the authorities, adhere to judicial decisions and take the technical rules, norms and guidelines which apply at the time the contract is entered into as a basis. In particular, the Supplier must observe the rules and regulations of the employers' liability insurance association as well as the generally-recognised occupational health & safety rules. Machinery and technical work equipment must be accompanied by instructions and an EC declaration of conformity in accordance with the Machinery Directive and/or Machinery Regulation. Wherever possible, work resources bearing a CE mark are to be used. If no mark of conformity has been issued, evidence that the abovementioned provisions have been adhered to must be furnished upon request by the Customer.
- 5.7. The Supplier must make its deliveries/perform its services in line with any other delivery provisions stipulated by the Customer which apply at the relevant point in time.
- 5.8. As a general rule, the Supplier is only entitled to make partial deliveries/perform partial services with the Customer's written consent.

**6. Force majeure, rescission of contract**

- 6.1. Force majeure shall exempt the contracting partners from their obligations for the duration of the interference and within the scope of its impact. The contractual partners are obliged to provide the necessary information immediately, within reasonable limits, and to adapt their duties to the modified conditions in good faith and to the best of their abilities.
- 6.2. The Customer shall be wholly or partially exempted from its obligation to accept the delivery ordered, and shall be entitled to rescind the contract to this extent if the delivery is no longer usable by the Customer - taking into account the economic aspects - due to the delays caused by force majeure.
- 6.3. Furthermore, the Customer may rescind the contract if the Supplier promises, offers or grants advantages of any kind to an employee or agent of the Customer involved in the preparation of, entry into or execution of the contract or to a third party in the Customer's interests.
- 6.4. The statutory provisions on rescission of contract remain unaffected.

**7. Inspection for defects, warranty**

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- 7.1. The statutory provisions apply to the Customer's rights in the event of material defects in and defects in title to the Goods (including incorrect and incomplete delivery as well as improper assembly, defective assembly, operating or instruction manuals), and in the event of other breaches of duty by the Supplier, unless otherwise stipulated below. In the event of material defects and defects in title, the Customer is entitled as it chooses to demand that the Supplier remedy the defect or replace the defective goods. In such case, the Supplier is obliged to bear all expenses necessary for the purpose of remedying the defect or delivering a replacement.
- 7.2. In accordance with the statutory provisions, the Supplier is liable in particular for ensuring that the Goods are of the agreed quality at the time of transfer of risk to the Customer. In any event, the product descriptions which - in particular by description or reference in the Customer's order - are the subject matter of the respective contract or have been incorporated into the contract in the same way as these GTCP shall be deemed to be an agreement on quality. In this regard, there is no difference whether the product description comes from the Customer, the Supplier or the manufacturer.
- 7.3. The Customer is not obligated to inspect the Goods or to make inquiries about possible defects upon entry into the contract. Partially contrary to Section 442 paragraph 1 sentence 2 of the BGB, the Customer thus has unlimited claims based on defects even if the defect remained unknown to it due to gross negligence.
- 7.4. The statutory provisions (Sections 377 and 381 of the HGB [German Commercial Code]) shall apply to the commercial duty to inspect and give notice of defects, with the following proviso: The Customer's obligation to inspect is limited to defects which become apparent during the Customer's incoming-goods inspection during external inspection, including the delivery documents (e.g. transport damage, wrong and insufficient delivery), or which are identified during sample-based quality control by the Customer. If acceptance has been agreed, there is no obligation to inspect. Otherwise, the obligation depends on the extent to which inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The obligation to give notice of defects which are discovered later remains unaffected. Notwithstanding the Customer's duty to inspect, a complaint (notice of defect) shall in any event be deemed to be prompt and timely if it is sent within 8 calendar days of discovery of the defect or, in the case of obvious defects, of delivery.
- 7.5. Subsequent performance also includes removal of the defective goods and reinstallation, where the Goods have been installed in or attached to another item in accordance with their nature and intended use; the Customer's legal claim for reimbursement of applicable expenses remains unaffected. The Supplier is to bear the expenses necessary for the purpose of inspection and subsequent performance, even if it is found that there was in fact no defect. The Customer's liability for damages in the event of an unjustified demand for the rectification of defects remains unaffected; the Customer, however, is only liable if the Customer has recognised or failed to recognise through gross negligence that there was no defect.
- 7.6. Without prejudice to the Customer's statutory rights and the provisions in Section 5, the following shall apply: If the Supplier does not fulfil its obligation to render subsequent performance - at the Customer's option either by remedying the defect (rectification of defects) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by the Customer, the Customer may remedy the defect itself and demand reimbursement of the necessary expenses or a corresponding advance payment from the

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Supplier. If the subsequent performance by the Supplier has failed or is unreasonable for the Customer (e.g. if due to particular urgency, risk to operational safety or the imminent occurrence of disproportionate damage a short period is no longer possible), no deadline needs to be set; the Customer shall inform the Supplier of such circumstances without delay, if possible in advance.

- 7.7. Otherwise, in the event of a material defect or defect in title, the Customer is entitled to a reduction of the purchase price or to revoke the contract in accordance with the statutory provisions. The Customer is also entitled to compensation for loss and expenses in accordance with the statutory provisions.

**8. Producer liability**

- 8.1. Insofar as the Supplier is responsible for a product loss, the Supplier shall be obliged to indemnify the Customer against third-party claims for damages upon first request, insofar as the cause of the loss is located within the Supplier's organisation and sphere of control and insofar as it is liable in the external relationship.
- 8.2. As part of its indemnification obligation, the Supplier will reimburse expenses pursuant to Sections 683 and 670 of the BGB which arise from or in connection with a claim by third parties, including recall campaigns carried out by the Customer. The Customer must inform the Supplier of the contents and scope of recall measures - as far as possible and reasonable - and give the Supplier the opportunity to comment. Other statutory claims remain unaffected.
- 8.3. The Supplier is obliged, upon request by the Customer, to maintain a product liability insurance policy with a coverage of at least €3,000,000.00 per personal injury/property damage instance (lump sum). Further claims for damages by the Customer remain unaffected by this.

**9. Compliance with law, quality assurance, sustainability and environmental protection**

- 9.1 Seller represents that the Goods and/or services covered by this GTCP will not be manufactured and are not being sold, priced, or shipped in violation of any law in Germany or any country having jurisdiction.
- 9.2 All deliveries and services must be in line with the latest state-of-the-art at the time of performance. The Supplier is therefore obliged to carry out and maintain effective quality assurance and to provide evidence of this to the Customer upon request. At the Customer's request, the Supplier must implement a quality management system in accordance with ISO 9000 et seq. or equivalent. The Customer is entitled to inspect this quality assurance system itself or through third parties instructed by it.
- 9.3 To the extent necessary, the Supplier is obliged to comply at its own expense with the generally-applicable REACH Regulation (Regulation (EC) 1907/2006, European Chemicals Regulation for Registration, Evaluation, Authorisation and Restriction of Chemicals) and the generally applicable RoHS Directives (2011/65/EU; Restriction of Hazardous Substances, Restriction of the use of certain hazardous substances). The Supplier must provide the Customer with evidence of this upon the Customer's request. Insofar as the REACH Regulation or the RoHS Directive prevents a transfer of obligations, the Supplier must

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inform the Customer of this without delay and support the Customer fully and free of charge in the fulfilment of its obligations.

- 9.4 The Supplier is obliged to comply with the respective nationally-recognised and internationally-recognised environmental protection and occupational safety regulations and to comply with the general internationally-applicable human rights. To this end, Supplier must set up and continuously develop a management system in accordance with DIN ISO 14001, DIN ISO 45001 or OHSAS 18001 which is reasonable for it and must comply with the UN Global Compact Initiative.
- 9.5 The Supplier is obliged to comply with all foreign trade regulations applicable in connection with a delivery, and in particular to obtain all permits required under export law on its own responsibility and at its own expense.
- 9.6 The Supplier is obliged to provide the Customer with the following information in particular, if necessary, when delivering Goods:
- a. indication of the statistical commodity codes, in accordance with the Harmonised System of the World Customs Organisation (WCO);
  - b. indication of the Goods' country of origin (where appropriate, in accordance with the preferential agreements of the EU);
  - c. all foreign-trade information and documents relevant for a shipment (weight of goods, customs number, VAT ID). The information defined in a. and b. must be provided either as separate information in advance of a delivery or at the latest as a note on the Supplier's invoices.
- 9.7 In the case of a delivery by the Supplier to the Customer of goods with American origin or goods with predominantly American origin, the Supplier undertakes to communicate the "Export Classification Number" (ECCN) and any applicable "licence regulations" or "licence exemptions" in accordance with US re-export law.
- 9.8 Insofar as the Supplier has obtained the services in whole or in part from third parties, it warrants to the Customer that it has obtained them from reliable sources which have been exported, imported or provided in compliance with the export regulations of the country of manufacture/shipment.
- 10. Supplier recourse**
- 10.1 The Customer is also entitled without restriction to its statutorily-defined rights of recourse within a supplier chain (supplier recourse pursuant to Sections 445a, 445b and 478 of the BGB), as well as the claims due to defects. The Customer is entitled in particular to demand precisely the type of subsequent performance (rectification of defects or replacement) from the Supplier which the Customer owes its customers in individual cases. The statutory right to choose (Section 439 paragraph 1 of the BGB) is not restricted by this.
- 10.2 Before the Customer acknowledges or fulfils a claim for defects asserted by its customer (including reimbursement of expenses pursuant to Section 445a paragraph 1, Section 439 paragraphs 2 and 3 of the BGB), the Customer is to notify the Supplier and ask for a written statement, giving a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is achieved, the claim for defects actually granted by the Customer shall be deemed to be owed to its customer. In such case, the Supplier is responsible for supplying counter-evidence.

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- 10.3 The Customer's claims from supplier recourse also apply if the defective goods have been further processed by the Customer or another entrepreneur, e.g. as a result of installation into another product.

**11. Third party industrial property rights**

- 11.1 The Supplier is responsible for ensuring that third-party rights are not breached in connection with the Supplier's delivery.
- 11.2 Where a claim in this regard is asserted against the Customer, the Supplier is obliged to indemnify the Customer against such claims. The Customer is not entitled to make any agreements with the third party without the Supplier's consent.
- 11.3 The Supplier's indemnification obligation also applies to all expenses necessarily incurred by the Customer due to or in connection with claims by third parties.
- 11.4 All documents, software, records and information provided to the Customer become the Customer's property for the Customer's unrestricted use within the scope of the contractual purpose.

**12. Provision of property**

- 12.1 If the Customer provides the Supplier with material, the Customer remains the owner of the material. Processing or transformation by the Supplier is carried out for the Customer. If the material provided is processed or mixed with other objects not belonging to the Supplier, the Customer acquires co-ownership of the new object in the ratio of the value of the material provided to the other processed or mixed objects at the time of processing or mixing. If the processing or mixing is carried out in such a way that the Supplier's item is to be regarded as the main item, the Supplier must transfer proportionate co-ownership to the Customer at that point in time. The Supplier holds sole ownership or co-ownership on behalf of the Customer.
- 12.2 If the Customer provides the Supplier with tools, the Customer shall remain the owner thereof. The Supplier is obliged to use the tools exclusively for the production of the Goods ordered by the Customer and to store them separately at its own expense. The Supplier shall insure the tools at replacement value at its own expense against fire, water and theft damage.

**13. Customer's intellectual property, confidentiality**

- 13.1 The Customer shall retain title to and copyright in all illustrations, plans, drawings, calculations and other documents received. Such documents shall be used exclusively for the contractual performance and shall be returned to the Customer after completion of the contract. The Supplier is obliged to keep all illustrations, plans, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with the Customer's express consent. The confidentiality obligation also extends to personal data. The confidentiality obligation applies even after the fulfilment or failure of this contract. Subcontractors are to be correspondingly obligated by the Supplier.
- 13.2 Entry into the contract is not to be disclosed. The Supplier's advertising materials may only refer to the business transaction with the Customer with the latter's written consent. The parties hereby undertake to treat all commercial or technical details which are not public



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knowledge and which become known to them through the business relationship as trade secrets. Subcontractors are to be correspondingly obligated.

**14. Time-barring**

- 14.1. The contract parties' claims against each other become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 14.2. In deviation from Section 438 paragraph 1 nr. 3 of the BGB, the general period of limitations for claims based on defects is 3 years from the transfer of risk. Insofar as acceptance has been agreed, the period of limitations commences upon acceptance. The 3-year period of limitations also applies accordingly to claims arising from defects in title, in which respect the statutory period of limitation for third-party claims for return based on *in rem* rights (Section 438 paragraph 1 nr. 1 of the BGB) shall remain unaffected; furthermore, claims arising from defects in title shall not become time-barred under any circumstances as long as the third party can still assert the right - in particular in the absence of a period of limitations - against the Customer.
- 14.3. The sales-law periods of limitations including the above prolongation apply - to the extent permitted by law - to all contractual claims based on defects. Insofar as the Customer is also entitled to non-contractual compensation claims due to a defect, the standard statutory period of limitations (Sections 195 and 199 of the BGB) apply, unless applying the sales-law periods of limitations results in a longer period of limitations in the individual case.

**15. Choice of law and legal venue**

- 15.1 These GTCP and the contractual relationship between the Customer and the Supplier is governed by the law of the Federal Republic of Germany, subject to mandatory provisions of international private law, excluding the application of the UN Convention on Contracts for the International Sale of Goods.
- 15.2 If the Supplier has no general legal venue in Germany or if the Supplier is a merchant, public-law legal entity or public-law special fund, the Customer's registered office in Berlin is the exclusive - including international – legal venue for all disputes arising from the contractual relationship. However, in all cases, the Customer is also entitled to file a lawsuit at the place of performance of the delivery obligation pursuant to these GTCP or an overriding individual agreement or at the Supplier's general legal venue. Overriding statutory provisions, in particular provisions concerning exclusive jurisdiction, remain unaffected.

Berlin, May 2025