

General Terms and Conditions (GTC) of SKW Schwechater Kabelwerke GmbH (as at July 2026)

1. Scope

1.1 Our deliveries and services are provided exclusively in accordance with the following General Terms and Conditions. Any terms and conditions of purchase or other general terms and conditions of the buyer are hereby expressly rejected.

1.2 Any deviations from these terms and conditions shall only be effective if we have accepted them in writing.

1.3 Subsidiarily, the "General Terms and Conditions of Delivery of the Austrian Electrical and Electronics Industry", published by the Austrian Electrical and Electronics Industry Association, May 2024 edition (available at www.feei.at), shall apply.

2. Quotations

2.1 Our quotations are, in principle, subject to change.

2.2 Documents provided in connection with the quotation may not be reproduced or passed on to third parties without our consent. Should the order be placed with a third party, such documents must be returned to us immediately.

3. Conclusion

3.1 The contract shall only be deemed concluded once we have sent a written order confirmation or a delivery following receipt of the order. Upon receipt of the order, we have a period of 5 working days to accept the order. Confirmation by tacit consent is excluded.

3.2 Subsequent amendments or additions to the contract require our written confirmation to be valid. This requirement for written form cannot be waived, either verbally or by implication.

4. Prices

4.1 All deliveries are made on the basis of our price list valid at the time of delivery, plus statutory VAT and taking into account the following surcharges and discounts: Our prices include a copper price basis or an aluminium price basis and any other price bases. The relevant figures can be found on our website at www.skw.at. The calculation of metal surcharges or discounts is based on the metal contents of our goods and is carried out in accordance with our most recent metal quotations valid at the time of delivery, which are also published at www.skw.at.

4.2 We reserve the right to charge the current transport costs, minimum quantity surcharges, cutting costs and handling costs for orders of small quantities. For customer-specific cable markings, we charge the current printing costs.

4.3 Unless otherwise agreed, our prices are ex works Schwechat, excluding costs for drums, casing, packaging and unloading, Incoterm FCA.

4.4 In the event of over- or under-deliveries (clause 5), we will invoice the quantities actually delivered.

4.5 We expressly reserve the right, in the event of wars, war-like events, local conflicts, or the blockage of essential transport routes that lead to noticeable raw material shortages or significant increases in raw material costs, to charge a reasonable surcharge on the agreed prices. Such surcharges will be published on our website (www.skw.at) on a daily basis.

5. Delivery lengths

We shall deliver stock orders in the standard lengths specified therein with a tolerance of +/- 10%, whereby such over- or under-deliveries shall be accepted and paid for by the buyer. Unless expressly agreed otherwise, a length tolerance of +/- 5% shall apply to all other deliveries.

6. Reels and packaging

6.1 Cable drums are invoiced separately in accordance with our drum price list valid at the time of delivery and are payable in full, without any deduction, at the same time as the goods. If our undamaged empty drums are returned carriage paid to our Schwechat works within six months of the date of dispatch, we shall repurchase the drums subject to a handling fee of 25% of the full drum price and issue a credit note for the corresponding amount. If the drums are returned later than six months after dispatch, the repurchase price shall be reduced by 5% of the full drum price for each additional month or part thereof.

6.2 Disposable drums, casings, loading aids and other packaging shall be invoiced to the buyer at our cost price and shall not be taken back. The buyer undertakes to arrange for the disposal of the packaging material themselves and to bear the costs thereof.

7. Dispatch / Transfer of risk

7.1 If delivery is agreed, deliveries of up to 20 kg shall be made carriage forward (c/f) from our Schwechat works by post.

7.2 If Incoterm DPU (Delivered at Place Unloaded) is agreed, delivery shall be made by a professionally qualified transport company of our choice at the buyer's expense.

7.3 If the goods are ready for dispatch or delivery and delivery is delayed for reasons within the buyer's control, we shall be entitled to store the goods, charging a storage fee of 3% of the order value per month. If the customer fails to fulfil their obligation to accept delivery, they shall be in default of acceptance and the risk of loss or damage to the goods shall pass on to them, without prejudice to any further rights to which we are entitled under this contract.

7.4 No remuneration shall be paid in the event of collection by the buyer. The customer is obliged to collect the goods, which have been made available in accordance with the contract and are ready for collection, within 5 working days. If the customer fails to fulfil their obligation to accept delivery, they shall be in default of acceptance and the risk of loss or damage to the goods shall pass to them, without prejudice to any further rights to which we are entitled under this contract.

7.5 The risk of loss or damage to the goods and the drums shall be borne by the buyer from the moment of handover to the carrier at our Schwechat works. Any additional costs for express deliveries shall be borne by the buyer.

7.6 If the customer cancels the order after it has been accepted, the order shall be invoiced in full, with the exception of delivery charges and the costs for drums.

8. Delivery

8.1 We are entitled to make partial deliveries and to invoice these separately.

8.2 The delivery times stated by us are subject to unforeseeable circumstances or circumstances beyond our control, such as acts of war, industrial disputes (strikes or lockouts) or other cases of force majeure, official intervention and prohibitions, delays in transport and customs clearance, etc.; regardless of whether such circumstances arise directly with us or with one of our suppliers. Should any of the aforementioned circumstances arise, our delivery times shall be automatically extended by the duration of the relevant circumstance. If such a circumstance lasts for more than three months, each party to the contract shall be entitled to withdraw from the contract with regard to the outstanding part of the order for as long as the relevant circumstance persists.

8.3 The delivery period shall commence on the latest of the following dates:

- Date of the order confirmation;
- the date on which the buyer has fulfilled any obligations, such as the handover of technical documentation and technical clarification of the order, the handover of official approvals, etc.;
- the date on which we receive an agreed deposit or security.

8.4 Notification that the goods are ready for dispatch on the delivery date shall be deemed equivalent to actual delivery if the latter cannot be carried out on the delivery date for reasons beyond our control.

9. Terms of payment

9.1 We are entitled to demand down payments. Payments are to be made to us or to the banks specified by us.

9.2 Our invoices are due for payment thirty days after the invoice date in the agreed currency, without any deductions. In the event of non-payment within the payment period, default interest at a rate of 9.2% above the base rate in accordance with Section 456 of the Austrian Commercial Code (UGB) shall be charged.

9.3 Any costs associated with an agreed payment settlement by letter of credit or documentary collection shall be borne by the buyer.

9.4 The buyer is not entitled to withhold payments from us on the grounds of warranty, compensation or other claims. The buyer is only entitled to set off claims that have been established by a court or

acknowledged.

9.5 If the buyer fails to comply with the terms of payment, we shall be entitled to withhold outstanding deliveries or to make them conditional upon the provision of security or the payment of a (subsequent) deposit.

9.6 Irrespective of agreed payment terms, all our claims shall become due immediately should circumstances arise on the part of the buyer that reduce their creditworthiness, such as the opening of insolvency proceedings against the buyer's assets, the failure to open such proceedings due to insufficient assets, etc.

9.7 In the event of the opening of insolvency proceedings against the buyer's assets or the failure to open such proceedings due to insufficient assets, the agreed prices shall be replaced by the prices set out in our price list valid at the time the transaction was concluded, as we grant a price below the list prices solely on the condition that the buyer fulfils their payment obligations punctually and in full.

10. Retention of title

10.1 The goods purchased shall remain our property until the total invoice amount, including ancillary charges, has been paid in full. Notwithstanding this, the buyer shall bear the risk of loss or damage to the goods (see clause 7.4).

10.2 As long as we remain the owners of the goods, we are entitled to mark them in any manner we deem appropriate to indicate our ownership. The buyer undertakes not to damage, remove or obscure such markings.

10.3 The buyer is entitled, until further notice, to sell and process the goods subject to our retention of title in the course of their normal business operations. The buyer is prohibited from transferring ownership by way of security or pledging such goods, as well as from any other disposal not in the course of normal business operations, such as selling the goods as a whole. If third parties enforce a claim against or otherwise seize goods that are still our property, the buyer must notify us immediately. The buyer shall reimburse us for any costs incurred by us in enforcing our ownership claims.

10.4 Our title shall not be extinguished even if the goods subject to our retention of title are processed or transformed. Through such processing, transformation or combination, we shall acquire proportionate co-ownership of the new products or objects. Our share of co-ownership shall be determined by the ratio of the value of our goods to the total value of the new products resulting from the processing or accession, or to the increased value of the objects into which our goods are incorporated.

11. Warranty

11.1 The warranty period is 12 months from delivery or notification of readiness for dispatch.

11.2 The buyer must thoroughly inspect all delivered goods immediately upon delivery or collection,

insofar as this is practicable in the ordinary course of business, and, should a defect be found, notify us of this in writing within 5 working days at the latest, enclosing a relevant photograph. In the case of transport damage, the buyer must also have this confirmed immediately by the carrier on the consignment documents (notice of defect), failing which liability is excluded. If the buyer fails to give notice, the goods shall be deemed to have been approved, unless the defect was not apparent during the inspection. If such a defect becomes apparent at a later date, notification must be given immediately upon discovery; otherwise, the goods shall be deemed to have been accepted even in view of this defect. Notwithstanding Section 924 of the Austrian Civil Code (ABGB), the buyer must prove that the defect was already present at the time of handover. The aforementioned obligations must also be fulfilled if goods other than those specified or a quantity of goods other than that specified are delivered, provided that the goods delivered do not deviate so significantly from the order that the seller had to regard the buyer's approval as excluded.

11.3 Purely visual defects, such as isolated instances of soiling or increased surface roughness, colour contamination, plasticiser leakage or similar, particularly in the case of cables, do not constitute defects for which a warranty is provided or for which a claim for damages could be asserted.

11.4 Furthermore, the buyer shall forfeit all claims based on defects in the following cases:

11.4.1 if, after the buyer has identified or suspected a defect, the buyer takes or fails to take measures that prevent us from carrying out a detailed inspection of the alleged defect or damage (e.g. continuing the installation work, etc.);

11.4.2 if the treatment, processing or joining of the goods (in particular their installation) is carried out in breach of relevant technical standards or statutory provisions (in particular the Electrical Engineering Ordinance in its currently applicable version) or is not carried out by an authorised specialist;

11.4.3 if any instructions for use, assembly, installation or operation are not followed, the goods are used for a purpose not agreed upon, or the defect is attributable to normal wear and tear, improper handling, unsuitable storage, improper installation or assembly, insufficient frost protection, chemical, electrical or other damaging influences, or similar causes;

11.4.4 if the buyer themselves or a third party not authorised by us has attempted to remedy the defects.

11.5 The buyer's remedies under the warranty are limited to the repair or replacement of the defective part within a reasonable time. Where the transport of defective goods is impractical, we shall remedy the defect at the buyer's premises or replace the goods there. If we replace goods, ownership of the replacement goods shall revert to us.

11.6 Costs exceeding the direct rectification of the defect, such as costs of necessary structural work, earthworks, costs of investigating the defect or its cause, etc., shall in all cases be borne by the buyer.

11.7 The rectification of defects in the goods delivered by us or the replacement thereof shall not extend the original warranty period nor shall it give rise to a new warranty period. Any further claims by the buyer of any kind beyond those set out above, as well as any right of recourse pursuant to Section 933b of the Austrian Civil Code (ABGB), are excluded.

12. Liability

12.1 As the seller, we are liable within the scope of the Product Liability Act. Our products may only be used in accordance with the relevant technical standards or statutory provisions, in particular the Electronics Ordinance 2002/A2 (Amendment to the Electrical Engineering Ordinance 2002, Federal Law Gazette II No. 33/2006) in its currently valid version, and only by authorised specialists. We shall be liable for damage outside the scope of the Product Liability Act, within the limits of the statutory provisions, provided that intent or gross negligence on our part is proven. Liability for slight negligence is excluded, as is compensation for consequential and financial losses, loss of profits or savings, loss of interest, as well as lost data or information and for damages in connection with third-party claims against the buyer or other indirect damages.

12.2 We shall only be liable for contractual penalties if these have been agreed in writing and, furthermore, only in the event of fault.

13. Compliance

The Buyer acknowledges that SKW has published a Code of Conduct at www.skw.at and undertakes to observe its fundamental principles within the framework of the business relationship.

14. Governing Law and Jurisdiction

14.1 These General Terms and Conditions and all contracts to which they apply are governed by Austrian law, with the exception of the UN Convention on Contracts for the International Sale of Goods.

14.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract shall be the competent court in Vienna, Innere Stadt.

15. Miscellaneous

15.1 Emails shall only be deemed to have been received by us at the time they are retrieved and opened by one of our staff members during our office hours. If opened outside our office hours, emails shall only be deemed to have been received at the start of office hours on the next working day.

15.2 Any amendments or additions to these General Terms and Conditions must be made in writing. This requirement for written form may not be waived, either verbally or by implication.

15.3 The invalidity or unenforceability of one or more provisions of these General Terms and Conditions or of a contract in which they apply shall not result in the invalidity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the original economic intentions of the parties as pursued by the invalid or unenforceable provision.