

Terms & Conitions

Deliveries are made in accordance with the latest version of the General Terms and Conditions for Deliveries of Products and Services of the Electric Industry (green delivery terms). These are available to download under [General Terms - Friedrich Lütze GmbH \(luetze.com\)](https://www.luetze.com) and will be sent at any time on request.

In addition to our T&Cs, the following applies:

Prices

Our prices are non-binding and subject to the applicable statutory sales tax (value-added tax) and any applicable surcharges. All previous prices and discounts become invalid upon publication of a new price or discount list.

Surcharges

Copper

The copper basis is 150.00 Euros per 100 kg. Billing is based on the daily LME stock exchange listing, which is fixed in tons and US-\$ on each trading day. The conversion into kg and € takes place daily based on the BFIX Frankfurt. For the cathode premium, we will use the usual market surcharges until further notice. An additional 1.0% purchase and procurement costs will be charged.

Metal surcharge (MTZ)

The metal surcharge for screw joints is based on the market spot price for brass MS 58. 5% from 167.00 Euro 10% from 180.00 Euro 15% from 193.00 Euro 20% from 206.00 Euro 25% from 219.00 Euro 30% from 232.00 Euro 35% from 245.00 Euro 40% from 258.00 Euro 45% from 271.00 Euro 50% from 284.00 Euro 55% from 297.00 Euro 60% from 310.00 Euro 65% from 323.00 Euro 70% from 336.00 Euro 75% from 349.00 Euro 80% from 362.00 Euro 85% from 375.00 Euro 90% from 388.00 Euro 95% from 401.00 Euro For each additional € 13.00 in steps plus 5%.

Low Value Surcharge

For a net order value of less than 100.00 Euro, we charge a low value surcharge of 15.00 Euros for deliveries within Germany. The minimum order value is 150.00 Euro for deliveries abroad. In the case of a low order net value, a minimum value surcharge totaling the difference to the minimum order value will be billed.

Cutting costs

We charge for cutting non-stock lengths. We bill a net charge of 15 Euro for each cut for deliveries within Germany. The cutting costs for overseas deliveries is 20 Euro net per cut.

Drum costs

Drum costs are not included in the net cable price. These are listed separately in the documentation and billed if applicable.

Quantity tolerances

Quantity tolerances of +/- 10% are generally permissible for standard products. In the case of customized products, we also reserve the right to a production-related over or under-delivery of 15%, with a measurement tolerance of approx. +/- 1%.

General Delivery and Payment Terms

Friedrich Lütze GmbH, Bruckwiesenstraße 17-19, D-71384 Weinstadt

Dated 01.05.2024



Payment and delivery terms overseas

Our payment terms for new customers is payment in advance.

We always ship overseas shipments CPT destination goods recipient, excl. packaging and bill the freight costs to the buyer. The customer is responsible for checking whether the supplied goods are subject to any restrictions according to the Foreign Trade Acts (Außenwirtschaftsgesetz) of the Federal Republic of Germany, the EU, the USA or the DUAL-USE Directive.

Payment and delivery terms domestic

Our payment terms are 30 days net.

We always ship inland shipments, CPT destination goods recipient, excl. packaging, and bill the freight costs to the buyer. Unless agreed otherwise shipping within Germany is performed by a carrier of our choice.

Exclusion clause export inspection

It is expressly agreed that the legally binding conclusion of a contract is subject to the condition precedent that the Federal Office of Economics and Export Control (BAFA), Frankfurter Straße 29-35, 65760 Eschborn, Germany, gives any necessary required authorization for the sale, delivery, transfer and/or export of the products to an embargoed country.

Compliance with re-export requirements

- a) The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with these General Delivery and Payment Terms that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- b) The customer shall undertake its best efforts to ensure that the purpose of lit. a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- c) The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of lit. a).
- d) Any violation of lit. a), b) or c) shall constitute a material breach of an essential element of the contract ("*wichtiger Grund*"), and without limitation to our other rights, we shall be entitled to seek appropriate remedies, including, but not limited to:
 - (1) terminate this or any other contracts associated with these General Delivery and Payment Terms or the business relationship, as well as terminate the business relationship with the customer as a whole; and
 - (2) to demand a contractual penalty in the amount of 5 % of the net price of the goods exported in breach of contract or of the total value of the Contract, whichever amount is higher. The right to claim higher damages remains unaffected.
- e) The customer shall immediately inform us about any problems in applying lit. a), b) or c), including any relevant activities by third parties that could frustrate the purpose of lit. a). The customer shall make available to us information concerning compliance with the obligations under lit. a), b) or c) within two weeks of the simple request of such information.

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