

## GENERAL TERMS AND CONDITIONS OF SALE

### TT Cables Group

#### PREAMBLE

These General Terms and Conditions ("Conditions") govern all quotations, sales, supply, and delivery of cable products, accessories, drums, reels, related materials and associated services by TT Cables Group ("Seller," "Company") to any purchasing party ("Buyer").

These Conditions have been developed in alignment with internationally recognized industry practice. They are intended to provide a clear, equitable framework for all commercial transactions. These Conditions are intended solely for business-to-business transactions. Consumer sales, if any, shall be subject to separate mandatory consumer law requirements.

These Conditions supersede all prior oral or written understandings, representations, negotiations, and communications relating to the sale of Products, unless a separate written agreement signed by an authorized officer of TT Cables expressly provides otherwise.

Any terms or conditions contained in any purchase order, tender document, vendor portal, specification sheet, or other document issued by the Buyer that are inconsistent with, additional to, or different from these Conditions shall be of no effect unless expressly accepted in writing by an authorized representative of TT Cables.

In the event of any inconsistency between the documents forming the Agreement, the order of precedence shall be:

- TT Cables' signed special agreement or contract (if any);
- TT Cables' order confirmation;
- the agreed Product Specification;
- these Conditions;
- the Buyer's purchase order.

#### 1. DEFINITIONS

In these Conditions, unless the context otherwise requires:

- "Agreement" means any contract for the sale and purchase of Products formed between TT Cables and the Buyer, incorporating these Conditions, and any agreed Specification.
- "Applicable Law" means any law, regulation, rule, code, sanction, export control, court order, or regulatory requirement applicable to the

manufacture, sale, export, import, delivery, or use of the Products.

- "Business Day" means any day other than a Saturday, Sunday, or public holiday in the jurisdiction of TT Cables' registered office.
- "Buyer" means the person, firm, company, or legal entity purchasing the Products from TT Cables.
- "Seller", "Company", or "TT Cables" means, as applicable, the parent company TT Kabeli d.o.o. Široki Brijeg or any member of the TT Cables Group, and all direct or indirect subsidiaries and affiliated companies, irrespective of whether such entity uses the legal or trading name "TT Kabeli", "TT Cables", or any similar group name. References in these Conditions to Seller, Company, or TT Cables shall include all such entities, provided that the entity issuing the relevant quotation, order confirmation, invoice, or otherwise entering into the Agreement shall be the contracting seller for the relevant transaction.
- "Confidential Information" means all non-public commercial, financial, technical, operational, or other information disclosed by one party to the other, whether in written, oral, visual, electronic, or any other form.
- "Products" means cables, accessories, reels, drums, and any associated materials supplied by TT Cables.
- "Order" means a written purchase order or equivalent purchasing instrument issued by the Buyer and accepted in writing by TT Cables.
- "Delivery Date" means the estimated delivery date stated in the Order confirmation, which is an estimate and not a guaranteed date.
- "Force Majeure Event" means any event beyond the reasonable control of either party, including war, strikes, natural disasters, pandemics, raw material shortages, or governmental action.
- "Incoterms 2020" means the Incoterms 2020 rules published by the International Chamber of Commerce, as amended or replaced from time to time.
- "Intellectual Property" means all patents, trademarks, design rights, copyright, trade secrets, and proprietary technical data.
- "Quotation" means any written commercial offer, proposal, tender response, or pricing document issued by TT Cables.
- "Specification" means the technical, quality, dimensional, performance, packaging, testing,

certification, labelling, and other requirements expressly agreed in writing for the Products.

- "Sanctions Laws" means any economic or trade sanctions laws, embargoes, or restrictive measures applicable to either party or the transaction.
- "Export Control Laws" means any laws or regulations governing the export, re-export, transfer, release, or import of goods, software, technology, or technical data.

## 2. ORDERS AND ACCEPTANCE

- 2.1** All Orders must be submitted in writing and shall only be binding upon TT Cables when confirmed in writing by an authorized representative. Verbal orders are not accepted.
- 2.2** TT Cables reserves the right to accept or decline any Order at its sole discretion, including Orders for non-standard or made-to-order Products.
- 2.3** Once an Order has been confirmed, the Buyer may not cancel or modify it without TT Cables' prior written consent. Cancellation charges may apply, particularly for custom-manufactured Products. The Buyer is solely responsible for the accuracy and completeness of all Order information, including technical specifications, intended application, quantities, lengths, delivery instructions, marking requirements, destination-country requirements, and any project-specific compliance requirements.
- 2.4** Minimum order quantities ("MOQ") may apply to certain Products. TT Cables will advise the Buyer of applicable MOQs at the time of quotation.
- 2.5** TT Cables' quotations are valid for thirty (30) calendar days from the date of issuance unless otherwise stated, and are subject to change without notice if not accepted within that period.
- 2.6** Samples, catalogues, brochures, technical literature, website content, and illustrations are for general information only and do not form part of the Agreement unless expressly incorporated in the order confirmation.

## 3. PRICING AND PAYMENT

- 3.1** All prices are quoted exclusive of value-added tax (VAT), customs duties, withholding tax,

import charges, transport costs, insurance, inspection costs, certification costs, governmental charges and any applicable levies unless expressly stated otherwise.

- 3.2** Prices quoted are based on the raw material indices, current exchange rates and manufacturing assumptions prevailing at the date of quotation. TT Cables reserves the right to adjust prices in the event of material fluctuations in copper, aluminum, steel, or polymer costs between order placement and delivery, in line with global industry practice unless expressly stated otherwise. Where a quotation or order confirmation includes a raw material surcharge, metal adjustment, or price variation mechanism, such mechanism shall apply in accordance with the terms stated in the quotation or order confirmation.
- 3.3** Unless otherwise agreed in writing, payment is due within thirty (30) days from the invoice date. Time of payment is of the essence.
- 3.4** In the event of late payment, TT Cables reserves the right to: charge interest on overdue amounts at a rate of 1.5% per month or the maximum lawful rate if lower, compounded monthly, from the due date until actual payment; suspend manufacture, dispatch, delivery, or performance under the affected Order or any other Order with the Buyer; revoke any agreed credit terms and require advance payment, cash against documents, or letter of credit; or recover all reasonable costs of collection, storage, repossession, and enforcement.
- 3.5** TT Cables may, at its discretion, require advance payment or a letter of credit for new customers, export orders, or orders exceeding agreed credit limits.
- 3.6** If the Buyer is required by law to make any withholding or deduction from a payment, the Buyer shall promptly notify TT Cables and, where lawful, gross up the payment so that TT Cables receives the full amount invoiced.
- 3.7** Acceptance of part payment or delayed payment shall not constitute a waiver of TT Cables' rights.

## 4. DELIVERY

- 4.1** Delivery terms shall be as stated in the Order confirmation. Unless otherwise agreed,

delivery is Delivery at Place (DAP) (Incoterms 2020).

- 4.2** Any Delivery Date stated by TT Cables is an estimate only and shall not be of the essence unless expressly agreed in writing. TT Cables shall use commercially reasonable efforts to meet estimated delivery dates but shall not be liable for delay.
- 4.3** TT Cables may deliver Products in instalments. Each instalment delivery shall constitute a separate contract, and failure to deliver one instalment shall not entitle the Buyer to treat the remainder of the Agreement as terminated.
- 4.4** Title to Products shall not pass to the Buyer until TT Cables has received full payment of all sums due in respect of that and all other orders between the parties (Retention of Title).
- 4.5** If the Buyer fails to take delivery of Products on the agreed date, TT Cables may charge reasonable storage costs. Products held in storage beyond thirty (30) days may, at TT Cables' election, be resold without further obligation to the Buyer.

## 5. PRODUCT STANDARDS AND COMPLIANCE

- 5.1** TT Cables' Products are manufactured in accordance with applicable national and international standards including, where relevant but not limited to, VDE, OVE, CE, KONCAR, CSA and UL specifications. The applicable standard for each Product is stated in the product data sheet or Order confirmation.
- 5.2** Products are supplied for general commercial and industrial use unless specifically designed and confirmed in writing for specialized applications (e.g. subsea, nuclear, hazardous environments).
- 5.3** The Buyer is responsible for confirming that the Products ordered are fit for the Buyer's specific application. TT Cables provides technical guidance in good faith but does not accept liability for design errors made by the Buyer.
- 5.4** TT Cables reserves the right to make non-material changes to materials, compounds, manufacturing processes, dimensions, marking, or packaging where such changes do

not materially adversely affect agreed Product performance or compliance.

- 5.5** All Products comply with RoHS, REACH, and applicable environmental legislation in the jurisdictions in which they are manufactured. Export compliance is the Buyer's responsibility.
- 5.6** TT Cables maintains a quality management system aligned with ISO 9001. Factory acceptance tests (FAT) and third-party inspections may be arranged upon the Buyer's written request, subject to mutually agreed additional charges and scheduling.

## 6. INSPECTION AND ACCEPTANCE

- 6.1** The Buyer shall inspect all Products immediately upon delivery or collection. Any visible defects, shortages, or damage must be notified to TT Cables in writing within seven (7) business days of delivery, including all relevant evidence such as photographs, batch references, drum or reel identification, transport documents and a description of the relevant issue.
- 6.2** Latent defects must be notified to TT Cables in writing as soon as practicable after discovery, and in any event within twelve (12) months of the delivery date.
- 6.3** No claim shall be valid unless the Buyer:
- gives TT Cables a reasonable opportunity to inspect the Products;
  - preserves the Products and relevant packaging in the condition in which they were delivered;
  - provides all requested supporting information and traceability data;
  - refrains from returning the Products without TT Cables' prior written authorization.
- 6.4** Failure to notify TT Cables within the time periods specified above shall be deemed conclusive acceptance of the Products.

## 7. WARRANTY

- 7.1** TT Cables warrants that Products will conform to their published Specification at the time of delivery and will be free from material defects in materials and workmanship for a period of

twenty-four (24) months from the date of delivery (Warranty Period).

**7.2** This warranty does not apply to defects resulting from:

- (a) improper storage, handling, transport or protection upon delivery;
- (b) improper installation, pulling, jointing, bending radius, clamping or support;
- (c) misuse, overloading, abuse, neglect, accident or operation outside rated parameters;
- (d) damage caused by moisture ingress, corrosion, contamination, UV exposure, chemicals, heat, cold, weather, or environmental conditions outside the Product specification;
- (e) unauthorized modification or repair;
- (f) use outside the rated parameters;
- (g) normal wear and tear.

**7.3** TT Cables' sole obligation under this warranty shall be, at its election, to repair or replace defective Products or to issue a credit note for the invoice value of such Products.

**7.4** The warranty set out herein is the sole warranty provided by TT Cables. All other warranties, conditions, and representations, whether express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

## 8. LIMITATION OF LIABILITY

**8.1** TT Cables' total aggregate liability to the Buyer under or in connection with any Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the invoice value of the Products giving rise to the claim.

**8.2** TT Cables shall not be liable under any circumstances for: (a) loss of profit; (b) loss of revenue; (c) loss of production; (d) loss of contract; (e) business interruption; or (f) any indirect, special, or consequential loss, whether or not such losses were foreseeable.

**8.3** Nothing in these Conditions shall limit or exclude liability for death or personal injury caused by negligence, fraud, or any other

matter that cannot be excluded or limited by law.

## 9. INTELLECTUAL PROPERTY

**9.1** All Intellectual Property rights in TT Cables' Products, designs, drawings, specifications, software, and technical documentation remain the sole property of TT Cables.

**9.2** The Buyer shall not, nor permit a third party to, copy, reverse-engineer, or reproduce any Product or documentation without TT Cables' prior written consent.

**9.3** Where Products are manufactured to the Buyer's specification, the Buyer warrants that the specification does not infringe any third-party Intellectual Property rights and shall indemnify TT Cables against any resulting claims.

## 10. FORCE MAJEURE

**10.1** Neither party shall be liable for failure or delay in performance of its obligations to the extent caused by a Force Majeure Event, provided the affected party: (a) notifies the other party in writing within ten (10) business days; and (b) uses reasonable efforts to mitigate the impact.

**10.2** If a Force Majeure Event continues for more than ninety (90) days, either party may terminate the affected Order by written notice without liability, other than payment for Products already delivered.

## 11. ENVIRONMENTAL AND SUSTAINABILITY OBLIGATIONS

**11.1** TT Cables is committed to sustainable manufacturing practices, including the responsible sourcing of raw materials and the reduction of waste in line with international ESG frameworks.

**11.2** The Buyer is responsible for the lawful storage, handling, use, recovery, recycling, disposal, and end-of-life treatment of the Products and their packaging in accordance with Applicable Law in the jurisdiction where the Products are delivered, installed, or used.

**11.3** TT Cables does not supply conflict minerals knowingly and operates in accordance with the OECD Due Diligence

Guidance for Responsible Supply Chains of Minerals.

## 12. CONFIDENTIALITY

**12.1** Each party shall keep the other party's Confidential Information strictly confidential and shall not disclose it to any third party except to its employees, advisers, insurers, auditors, affiliates, or subcontractors who have a need to know it for the purposes of the Agreement and who are bound by equivalent confidentiality obligations.

**12.2** Each party shall use the other party's Confidential Information solely for the purposes of performing or receiving performance under the Agreement and for no other purpose.

**12.3** The obligations in this clause shall not apply to information that:

- (a) is or becomes public other than through breach of this clause;
- (b) was lawfully known to the receiving party before disclosure;
- (c) is lawfully obtained from a third party without restriction;
- (d) is independently developed without use of the disclosing party's Confidential Information;
- (e) is required to be disclosed by law, court order, or regulatory authority, provided that, where lawful, the receiving party gives prompt notice to the disclosing party.

**12.4** The Buyer shall not use TT Cables' quotations, technical proposals, designs, or commercial information for benchmarking, competitive tendering, reverse engineering, or sourcing equivalent products from third parties.

**12.5** The obligations of confidentiality shall survive termination or expiry of the Agreement for five (5) years, or for such longer period as may apply to trade secrets under Applicable Law.

## 13. HEALTH, SAFETY AND INSTALLATION

**13.1** Products must be installed, used, and maintained by qualified personnel in accordance with applicable health and safety

regulations, national wiring codes, and TT Cables' technical guidelines.

**13.2** TT Cables accepts no liability for loss or damage arising from improper installation, overloading, or failure to observe relevant codes of practice.

**13.3** The Buyer shall ensure that all personnel handling TT Cables' Products are aware of any relevant hazards identified in the applicable standard.

## 14. TERMINATION

**14.1** TT Cables may terminate any Agreement with immediate effect by written notice if:

- (a) the Buyer becomes insolvent or enters any form of administration, receivership, or voluntary arrangement;
- (b) the Buyer commits a material breach and fails to remedy it within fourteen (14) days of written notice;
- (c) the Buyer fails to make payment when due; or
- (d) TT Cables reasonably believes that performance would violate Sanctions Laws, Export Control Laws, anti-boycott rules, anti-corruption laws, anti-money laundering or other Applicable Law.

**14.2** Upon termination, all sums owed by the Buyer shall become immediately due and payable.

## 15. GOVERNING LAW AND DISPUTE RESOLUTION

**15.1** These Conditions and all Agreements arising hereunder shall be governed by and construed in accordance with the laws of Bosnia and Herzegovina, being the jurisdiction of incorporation of TT Kabeli d.o.o. Široki Brijeg, the parent company of the TT Cables Group, excluding any conflict of law rules that would require the application of the laws of another jurisdiction.

**15.2** Any dispute arising from or in connection with these Conditions shall first be referred to senior management of both parties for resolution through good-faith negotiation within thirty (30) days.

**15.3** If the dispute cannot be resolved by negotiation, it shall be referred to binding

arbitration under the rules of an internationally recognized arbitration body agreed between the parties. The language of arbitration shall be English.

**15.4** Nothing in this clause shall prevent either party from seeking urgent injunctive relief from a competent court.

## 16. GENERAL PROVISIONS

**16.1** Entire Agreement: These Conditions, together with the Order confirmation, constitute the entire agreement between the parties and supersede all prior agreements, representations, or understandings.

**16.2** Severability: If any provision of these Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**16.3** Waiver: Failure by TT Cables to enforce any right shall not constitute a waiver of that right.

**16.4** Assignment: The Buyer may not assign any rights or obligations under an Agreement without TT Cables' prior written consent. TT Cables may assign its rights and obligations to any group company or successor.

**16.5** Notices: All notices must be in writing and delivered by hand, registered post, or email (with confirmed receipt) to the addresses stated in the Order confirmation.

**16.6** Amendments: TT Cables may update these Conditions from time to time. The version current at the time of Order placement shall apply.

**16.7** No Set-Off: The Buyer shall pay all amounts due in full without any set-off, counterclaim, deduction, or withholding except where required by mandatory law.

**16.8** Independent Contractors: The relationship between the parties is that of independent contracting parties. Nothing in the Agreement creates any partnership, agency, fiduciary relationship, or joint venture.

**16.9** Third-Party Rights: No person other than the parties to the Agreement shall have any right to enforce any of its terms except where expressly stated otherwise.

**16.10** Electronic Signatures: The Agreement, quotations, order confirmations, notices, and

related documents may be executed or transmitted electronically, and electronic signatures shall have the same effect as original signatures to the fullest extent permitted by law.

**16.11** Survival: Any provision which by its nature is intended to survive termination or expiry of the Agreement, including provisions relating to payment, confidentiality, intellectual property, limitation of liability, governing law, dispute resolution, and title, shall survive such termination or expiry.

**16.12** Language: If these Conditions are translated into any language other than English, the English version shall prevail in the event of inconsistency unless otherwise expressly agreed in writing.

## 17. TRADE COMPLIANCE, EXPORT CONTROL, SANCTIONS, AND ANTI-CORRUPTION

**17.1** The Buyer represents, warrants, and undertakes that it shall comply with all applicable Sanctions Laws, Export Control Laws, customs laws, anti-boycott rules, anti-money laundering laws, and anti-corruption laws in connection with the purchase, receipt, export, re-export, transfer, resale, and use of the Products.

**17.2** The Buyer shall, upon request, promptly provide TT Cables with complete and accurate information regarding:

- (a) end use;
- (b) end user;
- (c) final destination;
- (d) transport route;
- (e) importing party;
- (f) any intermediary, consignee, freight forwarder, or agent involved in the transaction.

**17.3** The Buyer shall not directly or indirectly export, re-export, resell, transfer, or make available the Products to any country, territory, person, entity, or end use prohibited or restricted by Applicable Law.

**17.4** The Buyer shall not use the Products in connection with military, nuclear, proliferation, surveillance, or other controlled end uses where such use is prohibited or restricted by



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Županijski sud Široki Brijeg, Matični reg.broj: I-2296 od 05.09.2007.

Applicable Law, unless all required licenses and approvals have been obtained and TT Cables has expressly agreed in writing.

- 17.5** TT Cables may refuse, suspend, or cancel any Order or delivery without liability if TT Cables reasonably believes that performance may violate Applicable Law or expose TT Cables to sanctions, penalties, or reputational risk.
- 17.6** The Buyer shall comply with all applicable anti-corruption laws and shall not, directly or indirectly, offer, pay, promise, or authorize any improper payment, gift, or advantage in connection with the Agreement or the Products.
- 17.7** The Buyer shall indemnify TT Cables against all losses, liabilities, fines, penalties, costs, and expenses arising from the Buyer's breach of this clause.

<b>UNICREDIT BANK dd</b> TR: 3382202200062394 IBAN: BA393380604806349363 SWIFT: UNCRBA22	<b>ADDIKO BANK dd</b> TR: 3060080000257792 IBAN: BA393060203720521775 SWIFT: HAABBA22
<b>SBERBANK BH dd</b> TR: 1402011120002141 IBAN: BA391402011200290884 SWIFT: SABRBA22	<b>NLB BANKA dd</b> TR: 1328502007883531 IBAN: BA391328510274216838 SWIFT: TBTUBA22
<b>SPARKASSE BANK dd</b> TR: 1995420054650910 IBAN: BA391995420054650910 SWIFT: ABSBBA22	<b>BBi BANKA dd</b> TR: 1415055320013510 IBAN: BA391415055310006117 SWIFT: BBIBBA22
<b>RAIFFEISEN BANK dd</b> TR: 1610000023120155 IBAN: BA391611000002898224 SWIFT: RZBABA2S	<b>ASA BANKA dd</b> TR: 1345001000346325 IBAN: BA391345001000346325 SWIFT: IKBZBA2

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