

## Terms and Conditions for the Use of Cable and Rope Drums

### **§ 1 Subject Matter of the Contract**

Drums in the meaning of these Terms and Conditions shall refer to the standardised cable and rope rental drums listed in [Appendix 1.1](#) with a flange diameter of at least 700 mm as well as the standardised KTG plastic drums listed in [Appendix 1.2](#) with a flange diameter of up to 600 mm, labelled as drums delivered by KTG. Support materials and drum laggings are no subject matter of these Terms and Conditions.

### **§ 2 Contract Conclusion**

- (1) Kabeltrommel GmbH & Co. KG, Troisdorf (in the following referred to as “KTG”) offers the recipients of cables or lines (in the following referred to as “Purchaser”) to conclude a contract at the below terms and conditions for cables and lines on drums labelled with the logo of KTG received from the cable manufacturer or the wholesaler; such contract will be concluded with KTG upon receipt of the delivery by the Purchaser or at the receiving point indicated by it. By acceptance of the drum, the Purchaser shall accept the above offer of a contract concluded with KTG. KTG hereby expressly waives the receipt by KTG of the relevant declaration of acceptance from the Purchaser.
- (2) The contract referred to in the above § 2 (1) relates to the lease of the drums listed in [Appendix 1.1](#) by KTG to the Purchaser; the lease may be terminated upon the sale of the drum concerned in accordance with § 3 (2 b). However, the drums listed in [Appendix 1.2](#) will be given for use to the Purchaser exclusively on the basis of a purchase contract with third parties; with regard to these drums, the contract referred to in § 2 (1) above shall only govern the liability of KTG and the acceptance by KTG of the return of the drums.

### **§ 3 Lease of Drums according to [Appendix 1.1](#)**

- (1) The provisions of this § 3 shall only govern the drums listed in [Appendix 1.1](#).
- (2) The following terms shall apply to rental drums listed in [Appendix 1.1](#):
  - a) For a period of six (6) months as of the delivery note date of the relevant supplier, KTG will not charge any rent. If the drums are not returned within this period of six (6) months or reported available to KTG in writing, by phone or via the Internet, KTG will charge a drum rental fee. The drum rental fee shall amount to 15 % of the relevant valid sales price of the relevant drum as from the seventh (7<sup>th</sup>) month, for each month started. The relevant valid sales price is available under [www.kabeltrommel.de](http://www.kabeltrommel.de) or may be requested in writing from KTG any time.
  - b) For drums not returned to KTG, or not reported available to KTG in writing, by phone or via the Internet, after expiry of twelve (12) months as of the delivery note date of the relevant supplier, the full valid sales price will be charged instead of the rent for the relevant drum. The relevant drum will be sold, without prejudice to § 444 BGB [German Civil Code], under exclusion of any warranty. The relevant drum will remain the property of KTG until it has been paid for in full.
  - c) KTG will be prepared to take back any drums returned to it within the period specified in § 3 (2 b), but not later than three (3) years calculated as of the delivery note date of the relevant supplier. If the drums are in a proper and working order, KTG will reimburse 25 % of the relevant valid sales price of the relevant drum.
  - d) The charges will always be calculated after the return/notification of availability of a drum, but at the latest upon expiry of the rental period of twelve (12) months. The legally applicable turnover tax will be added at the time of invoicing. The invoice amount will be stated in euros only.

### **§ 4 Return of Rental Drums according to [Appendix 1.1](#)**

- (1) The stipulations of this § 4 shall exclusively apply to the rental drums listed in [Appendix 1.1](#).
- (2) For initiating their return, the Purchaser shall continuously and immediately report to KTG all available drum types listed in [Appendix 1.1](#) in writing, by phone or via the Internet. KTG will use all efforts to carry out the return transport within fifteen (15) working days from receipt of the notification of availability. After expiry of this period, KTG will ask the Purchaser to claim their collection. The Purchaser shall enable the return transport by the forwarding agency commissioned by KTG in a reasonable manner and shall, in particular, provide sufficient information on the location of the drums when notifying their availability. If the Purchaser has caused a failure or delay of the return transport (for example, due to wrong information on the location of the drums, among other things) after the notification of availability, the Purchaser shall be obliged to pay to KTG the rent payable according to the above § 3 (2 a) until the drum has been returned.
- (3) Insofar as the Purchaser discloses personal data of its employees or service providers to KTG in connection with the release of drums, the Purchaser assures KTG that it will inform these data subjects about the processing of their data (also at KTG) in this context in accordance with applicable data protection laws, in particular Art. 12, 13 GDPR. Upon request, KTG shall provide the Purchaser with the information required in this context about the data processing at KTG.
- (4) The freight costs of the return transport from the countries D-A-CH, Benelux and DK “**Trading Area**”) shall be borne by KTG. The costs of loading the drums at the point of collection shall be borne by the Purchaser/party notifying KTG of the available drums.
- (5) All costs incurred by a return transport not complying with the instructions, or a wrong notification of available drums, for instance drums not in compliance with [Appendix 1.1](#), shall be borne by the Purchaser.
- (6) If the Purchaser has transported drums to places outside the Trading Area, it shall bear the costs of the return transport into the Trading Area.

### **§ 5 Obligations of the Purchaser, Responsibility of the Purchaser for Maintenance and Repair of the Drums referred to in [Appendix 1.1](#)**

- (1) The provisions of this § 5 shall exclusively apply to the drums listed in [Appendix 1.1](#).
- (2) The Purchaser shall be obliged not to exceed the carrying capacity of the drums according to [Appendix 1.1](#) and to handle the drums with care, not to transport them hung by the flange, not to damage them and, in particular, not to attach any stapled or glued linings, not to change their colour and not to mark, damage or remove their barcode labels. Labelling of the drums that are the property of KTG according to [Appendix 1.1](#) by means of a label shall only be allowed for reasons of product information. Promotion and advertising shall be prohibited to the Purchaser.
- (3) The Purchaser shall bear the costs of restoration of the working order (“Corrective Maintenance”) of drums if the working order of the relevant drum has been limited or hindered by
  - a) acts that the Purchaser is responsible for, which violate the obligations arising from § 5 (2) above, or
  - b) other acts that the Purchaser is responsible for, or
  - c) other circumstances attributable to the risk of the Purchaser according to the generally accepted standards.Regarding the labelling of the drums for promotion, advertising or other information (see § 5 (2) above), we expressly refer to the fact that for economic reasons a drum that, in violation of the obligations arising from § 5 (2) above, has been labelled with advertising can no longer be used by KTG, regardless of its technical working order, until the relevant advertising label has been removed from the drum.
- (4) In cases of § 5 (3) above, the Purchaser shall not be entitled to assert its rights arising from § 6.

### **§ 6 Warranty and Liability of KTG**

- (1) With regard to the warranty of KTG for the drums listed in [Appendix 1.1](#), the following shall apply:
  - a) Warranty of the condition and working order of the rental drums let by KTG shall be limited to the technical data provided in [Appendix 1.1](#), including the maximum carrying capacity at the time of handover to the Purchaser.
  - b) KTG shall carry out any required maintenance work before letting the drums for use to customers or third parties; after that, KTG shall not be obliged to further maintenance. KTG recommends that the required service and maintenance work, which is not limited to strength tests in particular, be carried out on a regular basis.
  - c) Liability regardless of negligence or fault under § 536a (1.1.1) BGB shall be excluded; in this respect, KTG shall be held liable in compliance with § 6 (3) above only.
  - d) Any reduction of the owed rent in case of a defective drum shall only be admissible after fruitless expiry of a period of two weeks starting upon written notification of the defect by the Purchaser. Any reduction of the owed rent shall be excluded if the Purchaser must accept responsibility for the defect according to § 5.

- (2) The following shall apply with regard to the warranty by KTG for the drums listed in **Appendix 1.2**:  
KTG shall not warrant the condition and working order of the drums to the Purchaser. In case of any warranty claims, the Purchaser shall resort to its relevant contractual partner (the cable manufacturer/the wholesaler) that he has received the cables or lines from (in the following, this contractual partner shall be referred to as “Dealer”).
- (3) KTG’s (including, but not limited to, its executive bodies, representatives and agents) liability for damages – regardless of the legal grounds (in particular, from impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contractual negotiations, or tort) shall be limited in accordance with the following provisions, in cases where fault is relevant:
- Claims for damages due to (simple) negligence on the part of KTG shall be excluded, unless a breach of material contractual obligations is involved as well. Material contractual obligations are obligations whose observance is a condition precedent to the performance of the contract, or whose violation puts the achievement of the purpose of the contract at risk, while the Purchaser rightly relied on compliance with the obligation concerned.
  - The liability of KTG due to (simple) negligent breach of a cardinal obligation shall be limited to the damage typical of the contract and foreseeable under application of due diligence at the time of conclusion of the contract. The Parties agree that the maximum damage foreseeable at the time of conclusion of the contract does not exceed the current liability coverage of KTG in the amount of 10 million euros per event causing damage.
  - The limitation period for claims for damages to which the Purchaser is entitled in accordance with the above liability provisions shall be one (1) year.
  - The aforementioned liability provisions shall apply accordingly to the personal liability for damages of the executive bodies, legal representatives, employees and other vicarious agents of KTG.
- (4) The limitation of liability according to § 6 (3) shall not apply to a) damages resulting from injury to life, body or health, b) other damages caused by intentional or grossly negligent acts of KTG or its vicarious agents, c) damages due to defects which KTG has fraudulently concealed to the Purchaser or the absence of which it has assured to the Purchaser by means of a corresponding guarantee, and d) claims according to the Product Liability Act.

#### **§ 7 Collection and Taking Back of Plastic Drums according to Appendix 1.2 by KTG**

- (1) The provisions of this § 7 shall exclusively apply to drums listed in **Appendix 1.2**.
- (2) The return and collection of the drums listed in **Appendix 1.2** shall only be made under the terms and conditions of the “Agreement on the collection and taking back of plastic drums with a flange diameter of up to 600 mm” concluded by and between KTG and the Dealer; the provisions of such Agreement are specified in parts in § 7 (3) to § 9 below.
- (3) If
- a quantity of twenty-five (25) or more drums (in the meaning of **Appendix 1.2**) is provided for collection at the same location, or
  - one or more drum(s) (in the meaning of **Appendix 1.2**) has/have been provided at the same location where a rental drum let by KTG (in the meaning of **Appendix 1.1**) is to be collected by KTG,
- KTG shall be obliged to free collection of the relevant drums within the Federal Republic of Germany as well as in the Benelux countries.
- (4) The drums to be collected according to § 7 (3) above shall be reported to KTG as available for collection, while providing sufficient information on the point of collection/the location. KTG will normally carry out the collection of drums within fifteen (15) calendar days after notification.
- (5) In the case of a wrong notification of availability (including, but not limited to, wrong information according to § 7 (3) referring to the reached quantity of twenty-five (25) drums or a rental drum to be collected, and wrong information on the point or date of collection), the reporting party shall bear the total costs of collection as well as all extra costs incurred to KTG due to false notification. In particular, false notification shall also include, but not be limited to, the non-achievement of a quantity of twenty-five (25) drums to be collected (§ 7 (3)) due to KTG justifiably refusing to take back certain drums on the basis of § 9.
- (6) The costs of loading the drums at the point of collection shall be borne by the notifying party.

#### **§ 8 Drum Collection at Collection Points**

- (1) KTG shall take back drums (in the meaning of **Appendix 1.1** and **Appendix 1.2**) at the collection points referred to in **Appendix 2** at no extra charge.
- (2) The costs and the risk of the transport of drums to the collection points shall be borne by the delivering party.
- (3) Delivery at the collection points shall be made according to § 8 (1) above at the business hours of the relevant collection points.

#### **§ 9 Terms and Conditions for Collection and Taking Back of the Drums according to Appendix 1.2, Condition of the Drums**

- (1) The provisions of this § 9 shall exclusively apply to the drums listed in **Appendix 1.2**.
- (2) The above obligations of KTG for taking back and collecting drums in the meaning of **Appendix 1.2** shall only apply if the drums to be taken back/collected
- are free from any substances or solid matter applied to the drum by the Purchaser or third parties;
  - have been cleaned, not only of minor stains or dirt;
  - are undamaged.
- If one of the above-mentioned conditions fails to apply, KTG shall at its own discretion be entitled to refuse acceptance of the relevant drums.
- (3) In addition, the above-mentioned obligations of KTG for taking back and collecting drums in the meaning of **Appendix 1.2** shall apply exclusively within a period of one (1) year from the handover of the relevant drum by KTG to the Dealer. Upon expiry of this period, KTG shall be entitled to refuse acceptance of the relevant drums at its own discretion.

#### **§ 10 Property Rights in the Collected Drums**

Drums taken back or collected by KTG shall become the property of KTG upon handing over the relevant drums, unless they are already the property of KTG at the time of handover.

#### **§ 11 Payments**

Invoices of KTG shall be payable fourteen (14) days as of receipt at the latest without deduction. In case of a delay in payment, KTG will charge interest on payments in arrears, in addition to the costs incurred for reminders, amounting to at least 9 (nine) percentage points above the basic interest rate of the European Central Bank, or any higher costs incurred to KTG due to costs arising from any intermediate financing of the owed amount.

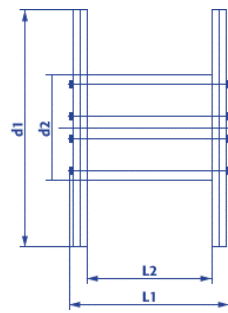
#### **§ 12 Miscellaneous**

- (1) The legal venue for all disputes arising between the Purchaser and KTG from the contractual relationship existing between the Purchaser and KTG or from the handover of drums to the Purchaser shall be Bonn.
- (2) Any amendments and supplements to these “Terms and Conditions for the Use of Cable and Rope Drums” as well as to the contract concluded between the Purchaser and KTG shall be made in writing to be effective. This shall also apply to the waiver of this written form requirement.
- (3) These “Terms and Conditions for the Use of Cable and Rope Drums” as well as the contract concluded between the Purchaser and KTG shall be subject to German law, excluding the provisions of the Conflict of Laws. The Vienna United Nations Convention on Contracts for the International Sale of Goods, CISG shall not apply.
- (4) The letting of drums by KTG to the Purchaser shall exclusively be subject to these “Terms and Conditions for the Use of Cable and Rope Drums”. Any other or conflicting stipulations of the Purchaser’s General Terms and Conditions shall expressly not be accepted by KTG.

#### **§ 13 Protection of data privacy**

Please find the current, updated version of the privacy statement of KTG on our website at <https://www.kabeltrommel.de/de-DE/Datenschutz>.

# Overview of drums



$d_1$  = Flange- $\phi$   
 $d_2$  = Barrel- $\phi$   
 $L_1$  = Overall width  
 $L_2$  = Winding width

## Appendix 1.1

Order number	Nominal Size of drum	Comment	Flange- $\phi$ d1	Barrel- $\phi$ d2	Overall width L1	Winding width L2	Weight of drum approx.	Maximum carrying capacity	Selling price of the drums
			mm	mm	mm	mm	kg	kg	EURO/pcs.
<b>Plastic drums</b>									
30070	070		710	355	510	400	11	250	64,27
30080	080		800	400	510	400	16	350	83,51
30090	090		900	450	690	560	23	400	111,77
30100	100		1.000	500	700	560	32	500	131,64
<b>Standard wooden drums</b>									
10070	071		710	355	520	400	25	250	41,54
10080	081		800	400	520	400	31	400	52,59
10090	091		900	450	690	560	47	750	67,55
10100	101		1.000	500	710	560	71	900	96,53
10120	121	S	1.250	630	890	670	144	1.700	181,41
10140	141	S	1.400	710	890	670	175	2.000	218,47
10160	161	S	1.600	800	1.100	850	280	3.000	356,84
10180	181	S	1.800	1.000	1.100	840	380	4.000	463,23
10200	201	S	2.000	1.250	1.350	1.045	550	5.000	686,76
10220	221	S	2.240	1.400	1.450	1.140	710	6.000	890,90
10250	250	S / A	2.500	1.400	1.450	1.140	875	7.500	1.070,21
10251	251	S / A	2.500	1.600	1.450	1.130	900	7.500	1.070,21
10280	281	S / A	2.800	1.800	1.635	1.280	1.175	10.000	1.648,41
<b>Steel-tyred wooden drums</b>									
20070	078		710	355	520	400	28	250	47,81
20079	077	KK	710	315	462	390	27	250	47,81
20080	088		800	400	520	400	35	400	60,96
20089	087	KK	800	315	462	390	32	400	60,96
20090	098		900	450	690	560	51	750	77,71
20100	108		1.000	500	710	560	78	900	110,59
20120	120	S	1.250	630	890	670	165	1.700	207,10
20128	128		1.250	630	890	712	156	1.700	207,10
20140	140	S	1.400	710	890	670	199	2.000	257,92
20148	148		1.400	710	835	670	178	2.000	257,92
20160	160	S	1.600	800	1.100	850	309	3.000	407,64
20168	168		1.600	800	1.030	850	276	3.000	407,64
20180	180	S	1.800	1.000	1.100	840	413	4.000	525,10
20188	188		1.800	1.000	1.030	840	341	4.000	525,10
20200	200	S	2.000	1.000	1.350	1.060	600	5.000	760,89
20208	208		2.000	1.000	1.275	1.060	515	5.000	760,89
20201	205	S / A	2.000	1.250	1.350	1.045	588	5.000	773,45
20220	220	S	2.240	1.120	1.350	1.050	750	6.000	965,01
20221	225	S / A	2.240	1.400	1.450	1.140	753	6.000	965,01
21221	227		2.200	1.050	1.110	950	560	5.000	965,01
20250	255	S	2.500	1.400	1.450	1.140	923	7.500	1.150,61
20251	256	S	2.500	1.250	1.350	1.045	925	7.500	1.150,61
21251	257		2.500	1.050	1.130	950	685	6.000	1.150,61
20280	285	S	2.800	1.800	1.635	1.280	1.240	10.000	1.759,99

Comment: S = cable ramp, KK = plastic barrel, A = discontinued type

As from 01 May 2022

## Appendix 1.2

Order number	Nominal Size of drum	Flange- $\phi$ d1	Barrel- $\phi$ d2	Center hole d4	Overall width L1	Winding Width L2	Weight of drum approx.	Maximum carrying capacity
		mm	mm		mm	mm	kg	kg
<b>Plastic drums up to 600 mm</b>								<b>Sales</b>
30390	390	390	125	56	445	415	2,0	80
30435	435	435	125	56	445	415	2,2	100
30500	500	500	150	56	444	404	3,0	100
30600	600	600	250	75	440	400	4,2	200

As from 01 May 2022

## Appendix 2

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