

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

(As from November 2008)

## § 1 Subject Matter of the Contract

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

## § 2 Contract Conclusion

- (1) Kabeltrommel GmbH & Co. KG, Cologne (in the following referred to as "KTG") offers the purchasers of cables or lines (in the following referred to as the "Purchaser") to conclude a contract at the below terms and conditions for cables and lines on drums labelled with the logo of KTG from the cable manufacturer or the wholesaler at the time of receipt of the delivery at 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 of the relevant declaration of acceptance from the Purchaser by KTG.
- (2) The contractual relationship referred to in the above number 1 includes the lease of the drums listed in [Appendix 1.1](#) by KTG to the Purchaser. However, the drums listed in [Appendix 1.2](#) are not the property of KTG. With regard to these drums, the contractual relationship referred to in the above number 1 shall only govern the liability of KTG as well as the taking back of the drums by KTG.

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

- (1) The provision of this § 3 shall only govern the drums listed in [Appendix 1.1](#).
- (2) The following provisions shall apply to drums to be let and listed in [Appendix 1.1](#):
  - a) For a period of 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 time of 6 months or reported free to KTG in writing, by phone or via the Internet, KTG will charge drum rent. Drum rent shall amount to 15% of the relevant valid sales price of the relevant drum as of the 7<sup>th</sup> month on for each month started. The relevant valid selling price is available under [www.kabeltrommel.de](http://www.kabeltrommel.de) or ordered in writing from KTG at any time.
  - b) For drums not returned to KTG after expiry of 12 months as of the delivery note date of the relevant supplier or reported free to KTG in writing, by phone or via the Internet, the full valid selling price will be charged instead of the rent for the relevant drum. The relevant drum is sold under exclusion of any warranty. The relevant drum will remain the property of KTG until it has been paid for in full.
  - c) KTG is ready to take back any drums returned to it within the period of time referred to under b) but before 3 years have expired, calculated as of the delivery note date of the relevant supplier. If the drums are in a proper and working order, KTG will remunerate 25% of the relevant valid selling price of the relevant drum.
  - d) The charges will always be calculated after return/reporting free of the drums, but at the latest upon expiry of the rental period of 12 months. Turnover tax of the relevant legal amount will be added at the time of invoicing. The invoice amount will exclusively be stated in Euro.

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

- (1) The stipulations of this § 4 shall be exclusively valid for the rented drums listed in [Appendix 1.1](#).
- (2) The Purchaser shall continuously and immediately report to KTG all free drum types listed in [Appendix 1.1](#) for initiating their return in writing, by phone or via the Internet. The return transport will normally be carried out by KTG within 5 working days upon receipt of notification. After expiry of this period of time, 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 reporting that they are no longer used. If the Purchaser has caused a failure or delay of the return transport (for example, by wrong information on the location of the drums) after reporting that they are no longer used, the Purchaser shall be obliged to pay to KTG the rent payable according to the above § 3 (2) a) until the drum is returned.
- (3) The freight costs for the return transport are borne by KTG. The costs for loading the drums at the point of collection are borne by the Purchaser / party reporting the free drums.
- (4) All costs incurred by a return transport not complying with the instructions or the wrong reporting of free drums shall be borne by the Purchaser.
- (5) If the Purchaser has transported drums into a country other than the Federal Republic of Germany, the return transport conditions of the relevant country shall apply.

## § 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](#) as well as 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 or label, damage or remove their barcode labels. Labelling of the drums according to [Appendix 1.1](#) being the property of KTG by means of a label shall only be allowed for reasons of product information. Promotion shall be prohibited to the Purchaser.
- (3) The Purchaser shall bear the costs for restoration of the working order of drums if working order of the relevant drum has been limited or hindered by
  - (i) actions of the Purchaser violating the obligations arising from the above number 2 or
  - (ii) culpable actions of the Purchaser or
  - (iii) other circumstances attributable to the risk of the Purchaser according to the generally accepted standards.With regard to the provision concerning the labelling of advertising or other information (see the above number 2), we expressly refer to the fact that for economic reasons a drum that has been labelled with advertising in violation of the obligations arising from number 2 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 the above number 3, the Purchaser shall not be entitled to claim the 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:

Warranty of KTG for the condition and working order of the let drums 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. KTG shall not be obliged to maintenance for let drums.

Any reduction of the owed rent shall only be admissible in case of a defective drum after fruitless expiry of a period of two weeks time starting upon the written notification of the defect by the Purchaser. Any reduction of the owed rent shall be excluded if the Purchaser guarantees 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 take on any warranty towards the Purchaser for the condition and working order of the drums. In case of any warranty claims, the Purchaser shall refer to its relevant contractual partner (the cable manufacturer / the wholesaler) from whom it has ordered the cables or lines (in the following, this contractual partner shall be referred to as the "Dealer").
- (3) Furthermore, the liability of KTG towards the Purchaser – in connection with all drums from both [Appendix 1.1](#) and [Appendix 1.2](#) – according to the below provisions of numbers 4, 5 and 6.

- (4) The liability of KTG – regardless of the legal grounds – for damage of the Purchaser caused by negligent action of KTG or of a vicarious agent of KTG shall be limited to the replacement in the framework of cover by the third-party liability insurance of KTG normally concluded to the common extent with appropriate sums insured.
- (5) The limitation of liability according to the above number 4 shall not apply to damage arising from the violation of life, body or health or other damage caused by intent or gross negligence of KTG or of a vicarious agent of KTG. The limitation of liability according to the above number 4 shall neither apply to claims under the Product Liability Act.
- (6) Further liability of KTG shall expressly be excluded.

#### **§ 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 collection and taking back of the drums listed in Appendix 1.2 shall only be made according to the terms and conditions of the “agreement on collection and taking back of plastic drums with a flange diameter of up to 600mm” concluded by and between KTG and the dealer and the provisions of which abstracts are provided in the below § 7.3 to § 9.
- (3) If
  - (i) a quantity of 25 or more drums (in the meaning of Appendix 1.2) is provided for collection at the same location or
  - (ii) one or more drum(s) (in the meaning of Appendix 1.2) has/have been provided at the same location where a 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 in the Federal Republic of Germany as well as in the Benelux countries.
- (4) The drums to be collected according to the above number 3 shall be reported to KTG as ready to be collected while providing sufficient information on the point of collection / the location. KTG will normally carry out the collection of drums within 15 working days after reporting.
- (5) In the case of wrong reporting of drums (including but not limited to wrong information according to § 7.3 referring to the quantity of 25 drums being reached or the existence of a rented drum to be collected as well as 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 wrong reporting. In particular, wrong reporting shall also include but not be limited to the non-achievement of a quantity of 25 drums to be collected (§ 7.3) due to KTG justifiably refusing the collection of certain drums on the basis of § 9.
- (6) The costs of loading the drums at the point of collection shall be borne by the reporting 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 transport of drums to the collection points shall be borne by the delivering party.
- (3) Delivery in the collection points shall be made according to the above number 1 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 or collection of drums in the meaning of Appendix 1.2 shall only apply if the drums to be taken back / collected
  - (i) are free from any substances or solid matter applied to the drum by the Purchaser or Third Parties;
  - (ii) have been cleaned of not only minor contaminations;
  - (iii) are undamaged.
 If one of the above-mentioned requirements applies, 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 collection of drums in the meaning of Appendix 1.2 shall apply exclusively within a period of one year as of handover of the relevant drum from 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 when handing over the relevant drums, unless they are already the property of KTG at the time of handover.

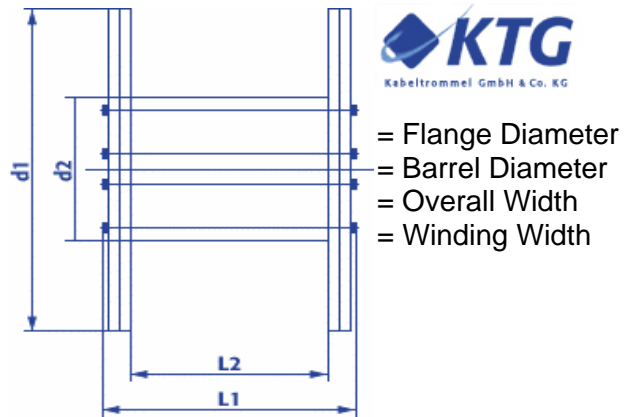
#### **§ 11 Payments**

Invoices of KTG shall be payable 14 days as of receipt at the latest without deduction. In case of a delay in payment, KTG will charge interests on payments in arrears in addition to the costs incurred for reminders amounting to at least 5% above the basic interest rate of the European Central Bank or any higher costs incurred to KTG due to costs arising from 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 Cologne.
- (2) Any amendments and supplements to these “Terms and Conditions for the Use of Cable and Rope Drums“ as well as to the contractual relationship concluded between the Purchaser and KTG require the written form 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 contractual relationship to be concluded between the Purchaser and KTG shall be subject to German law excluding the stipulations on International Private Law. The Vienna United Nations Convention on Contracts for the International Sale of Goods, CISG shall not be applied.
- (4) The handover 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 General Terms and Conditions of the Purchaser shall expressly not be accepted by KTG.

# Overview of drums



## Appendix 1.1

Order number	Nominal Size of drum	Flange- Ø d <sub>1</sub>	Barrel- Ø d <sub>2</sub>	Overall width L <sub>1</sub>	Winding Width L <sub>2</sub>	Weight of drum approx.	Maximum carrying capacity	Selling price of the drums
		mm	mm	mm	mm	kg	kg	EURO
<b>Plastic drums</b>								
30070	070	710	355	510	400	11	250	56,62
30080	080	800	400	510	400	16	350	73,58
30090	090	900	450	680	560	23	400	98,47
30100	100	1.000	500	704	560	32	500	115,98
<b>Standard wooden drums</b>								
10070	071	710	355	520	400	25	250	36,60
10080	081	800	400	520	400	31	400	46,34
10090	091	900	450	690	560	47	750	59,51
10100	101	1.000	500	710	560	71	900	85,05
10120	121	1.250	630	890	670	144	1.700	159,84
10140	141	1.400	710	890	670	175	2.000	192,49
10160	161	1.600	800	1.100	850	280	3.000	314,40
10180	181	1.800	1.000	1.100	840	380	4.000	408,14
10200	201	2.000	1.250	1.350	1.045	550	5.000	605,09
10220	221	2.240	1.400	1.450	1.140	710	6.000	784,94
10250	250	2.500	1.400	1.450	1.140	875	7.500	942,93
10251	251	2.500	1.600	1.450	1.130	900	7.500	942,93
10280	281	2.800	1.800	1.635	1.280	1.175	10.000	1.209,93
<b>Steel-tyred wooden drums</b>								
20070	078	710	355	520	400	28	250	42,13
20080	088	800	400	520	400	35	400	53,71
20090	098	900	450	690	560	51	750	68,46
20100	108	1.000	500	710	560	78	900	97,43
20120	120	1.250	630	890	670	165	1.700	182,47
20140	140	1.400	710	890	670	199	2.000	227,24
20160	160	1.600	800	1.100	850	309	3.000	359,16
20180	180	1.800	1.000	1.100	840	413	4.000	462,65
20200	200	2.000	1.000	1.350	1.060	600	5.000	670,40
20201	205	2.000	1.250	1.350	1.045	588	5.000	681,46
20220	220	2.240	1.120	1.350	1.050	750	6.000	850,24
20221	225	2.240	1.400	1.450	1.140	753	6.000	850,24
20250	255	2.500	1.400	1.450	1.140	923	7.500	1.013,77
20251	256	2.500	1.250	1.350	1.045	925	7.500	1.013,77
20280	285	2.800	1.800	1.635	1.280	1.240	10.000	1.291,83

As from November 2008

## Appendix 1.2

Order number	Nominal Size of drum	Flange- Ø d <sub>1</sub>	Barrel- Ø d <sub>2</sub>	Center hole d <sub>4</sub>	Overall width L <sub>1</sub>	Winding Width L <sub>2</sub>	Weight of drum approx.	Maximum carrying capacity
		mm	mm	mm	mm	mm	kg	kg
<b>Plastic drums up to 600 mm</b>								
30390	390	390	125	56	445	415	2	80
30435	435	435	125	56	445	415	2,2	100
50005	005	500	150	56	404	444	3	100
30603	600 L	600	250	75	440	400	4,2	200

As from November 2008

## Appendix 2

Detmers Service & Transport GmbH  
An der Schleife 6  
01099 Dresden  
Telefon 0351 815060

Kabeltrommel GmbH & Co. KG  
Nl. Saterland/Reparaturbetrieb  
Industriestraße 25  
26683 Saterland  
Telefon 04498 923211

Detmers Internationale Handels-  
und Speditionsges. mbH / Gb. Spedition  
Am Förderturm 8  
45472 Mülheim  
Telefon 0208 4956710

Kühne + Nagel (AG & Co.) KG  
Elsenthal 53  
94481 Grafenau  
Telefon 08552 40115

HAGEMANN Trommelreparatur GmbH  
Lichterfelder Weg 13  
14167 Berlin  
Telefon 030 8174027

Siltmann Spedition GmbH & Co. KG  
Kreuzbreite 17  
31675 Bückeburg  
Telefon 05722 4743

August Hildebrandt GmbH -Kabeltrommeln-  
c/o KW Neustadt  
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96465 Neustadt  
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Kabeltrommelwerk Schuchert  
Gewerbegebiet  
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Telefon 036962 55812

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