

General Terms and Conditions for Sale, Delivery and Service of KAMAG Transporttechnik GmbH & Co. KG

Part A - General Part

1. Scope / General

- 1.1. These Terms and Conditions for Sale, Delivery and Service (hereinafter referred to as "Terms and Conditions") shall only apply if the customer is an entrepreneur within the meaning of Section 14 BGB (German Civil Code) (i.e. natural person or legal entity that purchases the goods or services for commercial or professional purposes), a legal entity under public law or a special fund under public law.
- 1.2. The following Terms and Conditions apply exclusively to the business relationship with our customers, including activities such as providing information and consultancy.
- 1.3. If our Terms and Conditions have been integrated effectively into a contractual relationship with the customer, they shall also apply to all further business relations between the customer and us, unless otherwise expressly agreed.
- 1.4. We object hereby expressly any conflicting terms and conditions provided by the customer. The conflicting provisions and clauses shall only become part of the contractual agreement with us if they have been expressly confirmed by us before or at the time of conclusion of the contract. Any non-response with regard to such deviating terms and conditions shall in particular not be deemed to constitute recognition or consent, even in the case of future contracts.
- 1.5. Our Terms and Conditions shall apply under exclusion of any purchasing terms and conditions provided by the customer even if, according to these, the acceptance of the purchase order is intended as unconditional acceptance of the purchasing terms and conditions, or if we perform delivery despite the customer referring to the validity of its purchasing terms and conditions, unless we have expressly waived the applicability of our Terms and Conditions. The exclusion of the customer's General Terms and Conditions shall also apply if the customer's purchasing terms and conditions do not contain deviating provisions on certain matters.
- 1.6. All agreements are to be recorded in writing. This shall also apply to any side agreements and warranties as well as to any subsequent amendments to the contractual agreements, including any alteration of this clause. Section 305b BGB (German Civil Code) (priority of the individual agreement) shall remain unaffected.
- 1.7. Legally relevant declarations and notifications by the customer with regard to the contract concluded with us (e.g. setting deadlines, notification of defects, cancellation or reduction of purchase price) must, unless otherwise agreed below, be made in writing, i.e. in written or text form via (i) letter to

KAMAG Transporttechnik GmbH & Co. KG
- Sales Department / Legal Department -
Liststraße 3
89079 Ulm
Germany

or (ii) e-mail to

legal@tii-group.com

to be effective.

- 1.8. Statutory requirements regarding form or format and the request for further evidence, in particular in case of doubt about the legitimacy of the acting person, shall remain unaffected.
- 1.9. References to the applicability of certain statutory provisions shall only have clarifying meaning. Even without such clarifying reference, the statutory provisions shall therefore apply unless they are directly modified or expressly excluded in these Terms and Conditions.

2. Information and Advice / Properties of the Products and Services

- 2.1. Information and explanations regarding our products and services provided by us or our employees and vicarious agents are provided solely based on our experience to date. They shall not be considered as representations or guarantees regarding our products or services. Any valuations stated hereby shall be considered as average valuations regarding our products and/or our services.

- 2.2. As far as we provide instructions for use/application, these shall be considered to be provided with customary care regarding our industry and shall be legally non-binding outside of any expressly concluded consultancy agreement; they shall not release our customers from the obligation to carefully examine the products regarding their suitability for the purpose intended by customer. Unless expressly agreed otherwise, the customer shall in any case remain obliged to check the usability of our products and/or services for the purpose intended by customer. The same shall apply to any advice on import, customs and certification regulations.
- 2.3. Only in case of an expressly concluded consultancy agreement we accept an obligation to provide advice regarding our products and their use.
- 2.4. Any guarantee in the legal sense (assumption of liability irrespective of culpable act or omission) shall only be deemed given by us if we have designated a property and/or a performance outcome as "legally guaranteed" in writing.
- 2.5. Outside of the legally mandatory liability and/or unless we have expressly agreed otherwise with the customer, we do not accept any liability for the usability and/or registrability and/or marketability of our products or services for the purpose of use intended by the customer.

3. Conclusion of Contract / Scope of Delivery and Performance / Cooperation of the Customer

- 3.1. Our offers are non-binding unless they are expressly designated as binding or expressly contain binding commitments or the binding nature has otherwise been expressly agreed. They are invitations to place orders by the customer.
- 3.2. The customer is bound to its order in the meaning of a contractual offer for 14 calendar days - in case of electronic orders 5 working days ("working days" at our registered office) - upon our receipt of the order, whereas longer acceptance periods apply to situations where the customer regularly also has to expect a later acceptance by us, Section 147 BGB (German Civil Code), acceptance period. This also applies to subsequent orders by the customer.
- 3.3. A contract shall only be concluded - also in ongoing customer relationships - when we confirm the customer's order in writing or in text form by issuing an order confirmation. The order confirmation as acceptance shall only be considered valid under the condition that (i) any delayed outstanding payments of the customer will be settled in full within 30 calendar days and (ii) that any credit check within 30 calendar days beginning with the order confirmation of the customer carried out by us will remain without negative information (credit agency: Bureau van Dijk via Sphera), unless otherwise expressly agreed with us by the customer. In the event of delivery or performance within the binding period for the customer's offer to conclude a contract, our order confirmation may be replaced by our delivery, whereby the shipping date shall be decisive for the time of performance, unless expressly agreed otherwise.
- 3.4. In the course of placing the order, the customer shall provide us with all documents required for the performance of the order, in particular technical drawings, technical data, test instructions, raw material analysis, etc. In particular, the customer must inform us of any technical tolerances and standards to be observed. The customer shall be liable for the correctness of these documents and information. We shall not be liable for any defects that arise from errors in these documents or information.
- 3.5. Notwithstanding Section 434 BGB (German Civil Code), the deliverable supplied by us shall be considered free of defects as to quality if it has the properties agreed in the contractual specification or, in the absence of such, the properties listed by us in the technical data sheet for the product concerned at the time of conclusion of the contract. Section 434 para. 2 No. 3 as well as para. 3 No. 4 (accessories and instructions) and Section 434 para. 3 No. 2 lit. b) (properties due to public statements and advertising) as well as Section 434 para. 3 last paragraph (non-binding effect for the seller regarding public statements) shall remain unaffected. In the absence of an express agreement to the contrary, we do not owe any further properties of the deliverable, in particular not (i) the usual quality that the buyer can expect for items of this type, (ii) the suitability required under the contract, (iii) the suitability for normal use, nor the (iv) the quality of a sample or specimen. In addition, relevant identified uses in accordance with the REACH Regulation (EC) No. 1907/2006 shall not be considered as an agreement on a corresponding contractual quality or a use presumed under the contract.
- 3.6. In the absence of an express agreement to the contrary, we are only obliged to provide the products ordered by the customer in a condition that can be marketed and registered within the European Union.
- 3.7. We are only obliged to perform from our own stock of goods (stock debt).
- 3.8. We may provide the products with customary deviations in measure, quality, dimension, weight, color, surface structure. Such goods shall be deemed to be in conformity with the contract. Similarly, any technically unavoidable deviations in quality, color, weight, composition in relation to the ordered goods shall not constitute a material defect. The aforesaid does not apply if the goods deviate from any agreed sample properties.
- 3.9. If modifications to our performance become necessary due to missing or incorrect information from the customer, we may make these modifications; the customer shall reimburse us for any costs or damages incurred as a result.

- 3.10. Any details provided from our side regarding the deliverable or performance (e.g. weights, dimensions, utility values (e.g. fuel consumption, operating costs), load capacity, tolerances and technical data) as well as any form of our presentation thereof (e.g. drawings and illustrations) may only be considered to be approximately accurate, unless the usability for the contractually intended purpose requires exact conformity or the binding nature has been expressly agreed. They shall not be considered guaranteed quality features, but only serve as descriptions or identifications of the deliverable or performance. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with technically and qualitatively equivalent parts, are permissible as far as they do not impair the usability for the contractually intended purpose.
- 3.11. The customer shall, free of charge and in a timely manner, fully cooperate regarding acts and omissions from its side which are necessary so that we can perform our contractual obligations completely and in a timely manner Break-off of Negotiations

4. Negotiation Breakdown

- 4.1. If the customer cancels a contract prematurely or without cause, the customer shall pay a remuneration corresponding to the expenditures involved, calculated on the basis of the price originally confirmed by us.
- 4.2. If the contract will not be concluded and if the initiation of the contract required an effort way above average on our part, e.g. by providing extensive consultation, we may request a remuneration in line with the market prices and based on the expenditures involved. This shall not apply if we are responsible for breaking-off the negotiations.

5. Prices and Terms of Payment

- 5.1. Unless agreed otherwise, the price of the deliverable shall be deemed ex works plus the value added tax applicable on the day of the agreed due date. Any deduction of a payment discount shall require an express agreement. Any additional services (e.g. approval tests, transportation, etc.) which we may provide upon the request of the customer and which, according to the contract concluded or to our order confirmation, are not part of the contractual obligations by us, may be invoiced in addition.
- 5.2. In case of a sale including shipment, the customer shall bear the transport costs from our premises and the costs of any transport insurance requested by the customer. Any customs duties, fees, taxes and other public charges shall be borne by the customer.
- 5.3. The purchase price of the deliverable and the prices for additional services - unless otherwise stipulated below - shall be due for payment in cash - upon handover of the deliverable - but no later than 8 calendar days after receipt of the notification of availability - and handover or sending of the invoice. The customer shall be in default of payment at the latest 30 calendar days after receipt of the invoice and handover or receipt of the notice of availability. The possibility of putting the customer in default by means of a reminder remains unaffected by this.
- 5.4. However, we are entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part dependent on advance payment.
- 5.5. Invoices shall be sent either by postal mail or by e-mail at our discretion. The customer agrees to receive invoices electronically. Electronic invoices shall be sent to the customer by e-mail in PDF format to the e-mail address provided. At the express request of the customer in text form, the way of sending the invoice can also be switched to delivery by postal mail at any time.
- 5.6. In case of an agreed payment target or an agreed payment plan, our entire claim shall become due for payment prematurely, irrespective of the maturity of any bills of exchange provided by customer, if objectively justified doubts arise as to the customer's ability to pay, in particular if the customer is in delay with a payment instalment for more than 14 calendar days, if the customer has suspended its payments or if insolvency proceedings have been applied for in respect of its assets.
- 5.7. The customer shall only have a right of retention or set-off regarding counterclaims that are not disputed or have been legally established, or if the counterclaim put forward for set-off is in synallagma (i.e. in the reciprocal relationship of two performances in the contract concluded with us) with our claim and relates to the breach of a main performance obligation by us.
- 5.8. In case a payment plan (e.g. instalments) is agreed and the customer is in delay with two successive payments, we may, notwithstanding our further rights under Clause 11.10. withdraw from the contract upon expiry of a reasonably set grace period or may claim damages for non-performance.
- 5.9. We reserve the right to request further damages caused by default. With respect to customers that qualify as merchants (in the sense of the German Commercial Code), our right to the commercial due date interest (Section 353 HGB) shall remain unaffected.
- 5.10. Interest on delayed payments shall be charged at 9% p.a. above the applicable base rate of the European Central Bank.

- 5.11. The interest on delayed payment may be set higher or lower if we prove being subject to a higher interest charge or the customer proves a lower interest charge.
- 5.12. If the customer does not comply with the terms of payment or if circumstances become known or recognisable which, according to our duly exercised discretion as a merchant, give rise to justified doubts about the customer's creditworthiness, including facts which already existed at the time of the conclusion of the contract but which were not known to us or should have been known to us, we shall be entitled, without prejudice to further statutory rights in such cases, to discontinue further work on current orders or deliveries and to demand advance payments or the provision of reasonable, customary securities, e.g. in the form of a bank guarantee of a German credit institution affiliated to the Deposit Protection Fund, for all outstanding deliveries. After the unsuccessful expiry of a reasonably set grace period for to provide such securities, we shall be entitled - notwithstanding further statutory rights - to withdraw from the contract with regard to the part not yet performed. The customer shall be obliged to compensate us for all damages resulting from the non-performance of the contract.
- 5.13. Regardless of the way a payment is made, only the day of booking the payment on our account shall be decisive for the question if a payment has been affected in time. In the case of cheque payments, the date of the value date shall be decisive. Payments by the customer must be made free of postage and charges in our favour.
- 5.14. We are entitled to assign all claims arising from the contractual relationship with the customer to third parties without restriction.

6. Price Adjustments

- 6.1. We are entitled to increase the remuneration or purchase price unilaterally in the event of an increase in manufacturing costs regarding the goods and/or material and/or product procurement costs, wages and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges, if these have a direct or indirect impact on the manufacturing or procurement costs or costs of our contractually agreed performance and if there are more than 4 months between conclusion of the contract and performance date.
- 6.2. An increase in the aforementioned sense shall be excluded as far as the cost increase in individual or all of the aforementioned factors is compensated by a cost reduction in other of the aforementioned factors in relation to the total costs for performing the contract. If the aforementioned cost factors are reduced without the reduction being compensated by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the customer as part of a price reduction.
- 6.3. If the new price lies higher by 20% or more above the original price due to our aforementioned right to adjust the price, the customer shall be entitled to cancel contracts that have not yet been fully performed. However, the customer may only exercise this cancellation right immediately after notification of the increased price.

7. Delivery / Passing of Risk / Delay in Delivery / Self-delivery Reservation / Force Majeure / Default in Acceptance

- 7.1. Delivery shall be ex works (Incoterms 2020 EXW), which shall also be the place of performance for the delivery and any subsequent performance. At the customer's request and on its cost expense, the goods shall be shipped to another destination (sale including shipment). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
- 7.2. The customer shall bear the transport risk regarding all possible risks arising during transport, unless otherwise expressly agreed by way of exception, e.g. by agreement on a debt to be discharged at the place of the agreed destination.
- 7.3. If the transport is carried out by our employees, the risk shall pass to the customer from the time the goods have left our premises, unless otherwise expressly agreed by way of exception, e.g. by agreement on a debt to be discharged at the place of the agreed destination.
- 7.4. If the shipping of the deliverable is delayed or impeded for reasons for which the customer is responsible, the risk shall pass to the customer at the time at which it would have passed to the customer without the delay.
- 7.5. Unless otherwise agreed in writing, the delivery dates or delivery periods stated by us shall not be legally binding.
- 7.6. Any legally binding delivery dates and deadlines must be expressly agreed as such.
- 7.7. In the case of non-binding or approximate (approx., about, etc.) delivery dates and deadlines, we shall use reasonable efforts to comply with them.
- 7.8. Any possibly agreed performance deadlines begin with the receipt of our order confirmation by the customer.
- 7.9. In case the order confirmation is replaced by our performance, any deadlines for performance shall begin 3 working days after receipt of the customer's order at our registered office and acceptance of the same by us.
- 7.9.1. However, any possibly agreed deadlines shall not begin before all commercial, technical and logistical details of the execution of the order have been clarified between the customer and us.

- 7.9.2. Furthermore, any possibly agreed deadlines only apply if all other requirements to be fulfilled by the customer are met in full, in particular agreed down payments or securities and necessary cooperation services must have been provided in full by the customer.
- 7.10. The same shall apply to delivery and/or performance dates.
- 7.11. If the customer has requested changes after the order has been placed, with our confirmation of the change request the performance deadline corresponding to the original performance deadline shall restart.
- 7.12. With the exception of an agreement on a debt to be discharged at the place of the agreed destination, the performance deadline shall be deemed duly met if the deliverable has been shipped from our premises or our notification of readiness for the customer to collect the deliverable has been provided within such deadline.
- 7.13. We are entitled to make partial performances within the performance deadline if the partial performance is usable for the customer regarding the intended contractual purpose, the performance of the remaining ordered goods or services is ensured and the customer does not incur any significant additional expenditure or additional costs as a result, unless we agree to bear these costs.
- 7.14. The additional expenditure is significant if it exceeds 5% of the net remuneration/purchase price for the contractually agreed performance.
- 7.15. If, for reasons for which we are not responsible, we do not receive goods or services from our subcontractors/suppliers necessary for the performance of our contractually agreed goods or services despite proper and sufficient coverage prior to concluding the contract with the customer in accordance with the quantity and quality owed under our goods or services agreement with the customer, i.e. in such a way that, upon fulfilment of the supplier or subcontractor obligation, we are unable to perform the contract with the customer in terms of the type of goods, quantity of goods and delivery time and/or service (congruent coverage) correctly or in good time, or if events of force majeure of a not insignificant duration (i.e. lasting longer than 14 calendar days) occur, we shall inform our customer immediately in writing or in text form.
- 7.15.1. In this case, we shall be entitled to postpone the delivery for the duration of the impediment or to withdraw from the contract in whole or in part due to the part not yet fulfilled, insofar as we have fulfilled our aforementioned duty to inform and have not assumed the procurement risk according to Section 276 BGB (German Civil Code) or a delivery guarantee.
- 7.15.2. Epidemics, pandemics, cyber attacks, strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks or obstacles through no fault of our own, operational hindrances through no fault of our own - e.g. due to fire, water and machine damage - and all other hindrances which, viewed objectively, were not culpably caused by us shall be deemed equivalent to force majeure.
- 7.16. If a performance date or deadline has been agreed in a legally binding way and if the agreed date or deadline is exceeded due to events according to the aforementioned Clause 7.9., the customer shall be entitled to withdraw from the contract but only limited the part not yet fulfilled and only upon the expiry of a reasonably set grace period.
- 7.17. Further claims of the customer, in particular those for damages or reimbursement of expenses, shall be excluded in this case.
- 7.18. The above provisions shall apply mutatis mutandis if, for the reasons stated in Clause 9.1., it is objectively unreasonable for the customer to continue to adhere to the contract even without a contractual agreement on a fixed delivery date.
- 7.19. Any occurrence of delayed performance by shall be determined in accordance with the statutory provisions.
- 7.20. In any case, however, a reminder by the customer shall be required that a delay in a legal sense will occur.
- 7.21. The customer's right to withdraw from the contract due to the delay in delivery or to claim damages due to non-fulfilment shall require that a grace period expired that reasonably set by the customer upon occurrence of our delay after. A reasonable grace period requires taking into account the market availability of raw materials and components necessary for the manufacture of the deliverable. However, a grace period shall - as far as reasonable in the individual case - amount to at least 60 calendar days.
- 7.22. Our ability to comply with the contractually agreed performance obligations requires that the customer will perform its obligations and responsibilities in a timely and proper manner.
- 7.22.1. We are entitled to stop our performance of the contract or may refuse delivery even if the customer has declared acceptance in the approval test if there are objectively justified doubts about the customer's ability to perform the contract.
- 7.22.2. In this case, we may make the further performance of the contract, such as delivery, dependent on the customer providing securities customary in our industry for our claims.

- 7.22.3. Should the reasons mentioned in Clause 7.13. lead to a further performance becoming impossible, we shall be released for our performance obligation without the customer being able to claim damages or having rights against us to withdraw from the contract.
- 7.23. If delivery is delayed due to culpable acts or omissions on the part of the customer or for reasons for which the customer is responsible, the customer shall be obliged to reimburse the costs incurred as a result of the delay (preservation costs, storage costs, etc.).

8. Disruption of the Contractual Basis

- 8.1. In both cases, an obligation regarding a single or a successive performance (e.g. call-off orders), we shall be exempted from our performance obligation in accordance with this Clause 8 if the legal and/or commercial and/or logistical and/or procurement requirements on the market for providing the contractual performance have changed compared to the time at which the contract was concluded in such a way that, viewed objectively, we can no longer be expected to fulfil the performance obligation.
- 8.2. This is particularly the case when
- 8.2.1. due to a general shortage of raw materials and/or parts, the deliverable or parts thereof or necessary raw materials for this cannot be procured for us on the procurement market, even outside our usual suppliers up to this point in time, within a sufficient period of time to meet the performance deadline agreed with the customer, or
- 8.2.2. procurement is not possible by this deadline for legal reasons due to an embargo or other government-imposed sanctions, as far as we would trigger an order on the procurement market immediately after call-off by the customer in the case of a call-off performance obligation or after conclusion of the contract in the case of individual performance.
- 8.3. The exemption from performance shall also apply if the price of a raw materials required to meet the performance deadline increases by more than 50% in relation to the time of conclusion of the contract, unless the customer agrees to pay the price difference.
- 8.4. We shall also be exempted from our performance obligation if the situation or event that caused the aforementioned inappropriateness was foreseeable in principle but not specifically at the time of conclusion of the contract.
- 8.5. As a prerequisite for the exemption from our performance obligation, we will inform the customer immediately in writing or text form if the aforementioned situation foreseeably occurs for us, which leads to an exemption from performance in the aforementioned sense.
- 8.6. In this case, the parties shall – in consideration of the interests of both parties - immediately negotiate an adjustment of the contract, which takes adequate account of the aforementioned situation.
- 8.7. If, despite the according request of one of the contractual parties, such an agreement is not reached within 30 calendar days, both parties shall be entitled to withdraw from the concerned contractual relationship without any obligation to compensate the other party.
- 8.8. The right to withdrawal shall excluded for a party that refuses in bad faith to negotiate an adjustment or to adjust the contract Acceptance Test/Default of Acceptance

9. Acceptance / Default of Acceptance

- 9.1. If an acceptance test and declaration are required by law or contract, the customer shall have the right to inspect the deliverable at the agreed place of the acceptance test within 8 calendar days after receipt of our notice of readiness, furthermore the customer shall – unless there are substantial defects – be obligated to declare acceptance within this deadline.
- 9.2. If the customer is in default with its acceptance declaration, fails to cooperate or if our performance is delayed for reasons which the customer is responsible for, we shall be entitled to compensation for the resulting damages including additional expenses (e.g. storage costs).
- 9.3. Regarding damages in the sense of clause 9.1, we may charge a lump-sum compensation of EUR 20.00 per metric ton of unladen weight and per calendar day, starting on the 9th day after receipt of the notice of availability.
- 9.4. The customer reserves the right to prove that the damage is significantly less (= greater than 10% less).
- 9.5. Proof of higher damages and our rights and remedies under statutory law (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims.
- 9.6. If the customer culpably fails to comply with its inspection and acceptance obligation referred to in the above Clause 9.1, the deliverable shall be deemed to have been declared as accepted in accordance with the contract upon expiry of the 8th calendar day after receipt of the notification of readiness.
- 9.7. We expressly point this out in the notice of readiness.

- 9.8. If the customer fails to comply with its obligations to cooperate, in particular its obligation to declare acceptance and collect the deliverable despite the expiry of a reasonable grace period set by us, or if the customer seriously and finally refuses to declare acceptance or collect the deliverable, or if the customer is obviously unable to pay the purchase price, we shall be entitled to withdraw from the contract or to claim damages for non-performance.
- 9.9. If we claim damages, these shall amount to 15% of the net purchase price.
- 9.10. The amount of damages may be set higher or lower if we can prove a higher damage or the customer can prove a lower or none damage.

10. Retention of Title

- 10.1. We reserve title and ownership regarding the deliverable until all our claims have been settled, irrespective of the legal grounds.
- 10.2. Furthermore, we reserve title and ownership regarding the deliverable until all cheques or bills of exchange that were accepted on account of payment have been honoured, even if the purchase price is paid for specially designated claims.
- 10.3. The retention of title shall also remain in force for all claims that we subsequently acquire against the customer, e.g. due to repairs, spare parts deliveries or ongoing business relations.
- 10.4. The customer has the obligation to keep the deliverable in proper condition for the duration of the retention of title and to have all maintenance work and necessary repair work carried out by us as specified by the according manufacturer without undue delay - apart from emergencies.
- 10.5. For the duration of the retention of title, the customer shall insure the deliverable with a fully comprehensive coverage and with a reasonable deductible, whereby the insurance coverage shall also entitle us as the insurance claims as third-party beneficiary.
- 10.6. If the customer does not comply with this obligation, we may sign up for an according fully comprehensive insurance ourselves at the customer's expense, advance the premium amounts and collect them from the customer in the course of the contractual relationship.
The customer hereby assigns to us any claims arising from insurance taken out by the customer in accordance with this Clause 10.
- 10.7. The benefits from the fully comprehensive insurance shall - unless otherwise agreed - be used in full for the repair of the deliverable.
- 10.8. If, in the event of severe damage, repair is waived with our consent, the insurance benefit shall be used to repay the price of the deliverable and the prices for additional services as well as for the costs incurred by us.
The customer hereby assigns to us any claims arising from insurance taken out by the customer in accordance with this Clause 10.
- 10.9. For the duration of the retention of title, we shall have the right to possession of the registration document (vehicle title). The customer shall apply in writing to the registration office for the vehicle title to be handed over to us.
- 10.10. During the retention of title, the customer is entitled to possession and use of the goods subject to retention of title as long as the customer fulfils its obligations under the retention of title in accordance with the provisions of this Clause 10 and is not in default of payment.
- 10.11. If the customer is in default of payment or does not fulfil its obligations arising from the retention of title, we may request the customer to return deliverable after withdrawing from the contract and the customer shall be obliged to surrender of the deliverable to us without undue delay, excluding any rights of the customer to retention - unless they are based on the contractual agreement.
- 10.12. If we have requested the return of the deliverable subject to retention of title from the customer, we shall be entitled to sell the deliverable subject to retention of title; the sale shall be at the best possible price by private sale and may only be conducted after giving the customer reasonable notice hereof.
- 10.13. All costs of repossessing and and realising the value of the reserved deliverables shall be borne by the customer. The customer may not object any realisation costs without further proof that amount up to 10% of the realisation proceeds including VAT.
- 10.14. They shall be set higher or lower if we prove higher costs or the customer proves lower costs.
- 10.15. The proceeds shall be credited to the customer after deduction of the costs and other claims to which we are entitled in connection with the contractual agreement.
- 10.16. As long as the reservation of title exists, a sale, pledging, transfer by way of security, leasing or other transfer of the goods subject to reservation of title which impairs our security, as well as their modification, shall only be permitted with our prior express consent.

- 10.17. In the event of access by third parties, in particular in the event of seizure of the deliverable or the exercise of a workshop's corporate lien, the customer must notify us immediately in writing or in text form and inform the third party immediately of our reservation of title.
- 10.18. The customer shall bear all costs which have to be incurred in order to lift the seizure and to recover the deliverable, insofar as they cannot be recovered from third parties.
- 10.19. Any processing or modification/transformation of the deliverable by the customer shall always be carried out on our behalf without any liabilities accruing to us as a result.
- 10.20. If the deliverable is processed or combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the deliverable to the other processed/combined items at the time of processing/combining.
- 10.21. In all other respects, the same rules shall apply to the item created by processing or combination as to the deliverable provided under reservation.
- 10.22. We undertake to release the securities to which we are entitled at the customer's request as far as the value of the securities to which we are entitled exceeds the claims to be secured by more than 20%.
- 10.23. If the customer sells the goods subject to retention of title or the co-ownership of the item created which has passed to us in accordance with Clauses 10.9., the customer already hereby assigns to us by way of security the claim arising therefrom in the amount of the final invoice amount (incl. VAT) against the purchaser including all ancillary rights.
- 10.24. In case of any enforcement measures by third parties in respect of assigned claims, we shall notify the customer without undue delay and provide all information and documents required for its legal defence.
- 10.25. If, in the case of deliveries in a country other than Germany, certain additional measures and/or declarations regarding the agreement on the retention of title are required in the importing country in order for the aforementioned retention of title or our other rights referred to therein to become effective, the customer must carry out such measures and/or declarations without delay at its own expense and submit these declarations in due form.
 - 10.25.1. We will cooperate in this to the extent necessary.
 - 10.25.2. If the law of the importing country does not permit retention of title but allows us to reserve other rights to the deliverable, we may exercise all rights of this kind at our reasonable discretion (Section 315 BGB, German Civil Code).
 - 10.25.3. To the extent that such equivalent security for our claims against the customer is not thereby achieved, the customer shall be obliged to provide us with another customary security for the deliverables or another security at our reasonable discretion (Section 315 para. 3 BGB, German Civil Code) without undue delay and at its own expense.
 - 10.25.4. The right of the customer to judicial review and correction (Section 315 para. 3 BGB, German Civil Code) shall remain unaffected in each case.

11. Warranty / Liability for Defects

- 11.1. To report a defect, we recommend using our standard form, available at:
- 11.2. <https://www.tii-group.com/warrantyformular>
- 11.3. The standard form enables us to process your complaint quickly by requesting the information relevant to us.
- 11.4. The customer must notify us in writing or text form of any recognisable defects as to quality regarding our deliverables immediately, but no later than 8 calendar days. This deadline will begin in case of an agreed ex works delivery with collecting the deliverable at our premises or the agreed location of storage, otherwise with delivery at the agreed destination. -The notification of any hidden defects must be made immediately after discovery and not after expiry of the warranty limitation period in accordance with Clause 13.1.
- 11.5. In the case of building materials and other objects of purchase intended to be installed or further processed, an inspection must in each case be carried out immediately before installing/processing.
- 11.6. A notification not made in due time or form shall exclude any claim of the customer for breach of warranties due to defects as to quality.
- 11.7. This shall not apply in the event of intentional, grossly negligent or fraudulent action on our part, in the event of injury to life, limb or health or assumption of a guarantee of freedom from defects or a procurement risk in accordance with Section 276 BGB (German Civil Code) or other legally binding liability circumstances, in particular product liability law.
- 11.8. Any mandatory rights and remedies of the customer provided statutory provisions regarding recourse claims within a supply chain (e.g. Sections 478, 445a BGB, German Civil Code) shall remain unaffected.
- 11.9. As a basic principle, we shall not be liable for defects which the customer is aware of at the time of conclusion of the contract or is not aware of due to its gross negligence (Section 442 BGB, German Civil Code).
- 11.10. In the event of justified warranty claims by the customer, we shall, at our discretion, either remedy the defect by repair or deliver a defect-free item as a substitute for the defective item (subsequent performance).

- 11.11. Our right to refuse subsequent performance under conditions set out in statutory law shall remain unaffected.
- 11.12. In the event of subsequent performance by delivery of a defect-free item, the customer is obliged to return the defective item to us at our discretion.
- 11.13. We have the right to refuse subsequent performance if it would require disproportionately high cost.
- 11.14. When assessing the proportionality, the value of the deliverable in a defect-free condition, the significance of the defect and the question of whether the remaining remedies other than subsequent performance would lead to significant disadvantages for the customer shall be taken into adequate account in particular.
- 11.15. Rectification shall be carried out in accordance with the technical requirements by replacing or repairing defective parts at our discretion either at our or the customer's premises.
- 11.16. We shall bear the material costs and the costs of the actual rectification of defects.
- 11.17. If parts are replaced as a result of the rectification, we shall be entitled to the transfer of ownership of the replaced parts to us.
- 11.18. The customer may only rectify defects of the deliverable or have them rectified with our consent, unless we are in default with honouring the warranty claims.
- 11.19. In the course of rectification, we are entitled to rectify also all damages caused by the defect.
- 11.20. As far as defects in third-party vehicle bodies/superstructures or tires are the subject of warranty claims, the customer must request the respective manufacturer/importer to honour the warranty claims before making a claim against us.
 - 11.20.1. In this respect, we authorise the customer to assert warranty claims in its own name.
 - 11.20.2. The customer may only pursue warranty claims against us if the manufacturer/importer concerned has failed to remedy the defect within a reasonable period of time despite the customer's reasonable efforts to receive such remedy.
- 11.21. The customer's right to withdraw from the contract is excluded if the defect only leads to an insignificant reduction in the value or suitability of the deliverable.
- 11.22. The use of the deliverable may only be carried out by skilled personnel. Warranty obligations do not exist if
 - 11.22.1. the deliverable has been improperly handled or overstressed, or
 - 11.22.2. the deliverable has previously been repaired, maintained or serviced in an operation not recognised by us for servicing, or
 - 11.22.3. parts have been installed in the deliverable whose use we have not approved, or
 - 11.22.4. the deliverable has been modified in a manner not approved by us, or
 - 11.22.5. the customer has not complied with the regulations on the handling, maintenance and care of the deliverable (e.g. operating instructions), insofar as it cannot be excluded that one of these circumstances has become the cause of the occurrence of the defect
 - 11.22.6. and the defect is based on this in each case.
- 11.23. Usual wear and tear shall be excluded from warranty obligations.
- 11.24. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions if a defect is demonstrable.
- 11.25. Otherwise, we may request reimbursement from the customer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the absence of a defect was not recognisable to the customer.
- 11.26. We provide advice to the best of our knowledge based on our findings, but to the exclusion of any liability, unless an consultancy contract has been expressly concluded with us.
- 11.27. Details and information on the suitability and application or use of the deliverable are non-binding unless they are expressly guaranteed in writing.
- 11.28. Any details or information provided by us does not exempt the client from carrying out his own user tests.
- 11.29. We do not provide any guarantee for specific properties of the purchased item.
- 11.30. Sections 327a to 327u BGB (German Civil Code) shall not apply.

12. Other Liability

- 12.1. As far as anything to the contrary arises from these Terms and Conditions including the following provisions, we shall be liable in accordance with the statutory provisions regarding all contractual and non-contractual liabilities.
- 12.2. We shall be liable for damages - irrespective of the legal grounds - due to culpable acts or omissions in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of obligations), in the following cases

- 12.2.1. for damages resulting from injury to life, body or health,
- 12.2.2. for damages arising from the breach of an essential contractual obligation (essential contractual obligations are those of which their fulfilment characterises the contract and on which the customer may regularly rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damages.
- 12.3. The limitations of liability resulting from the above Clause 12.2., including Clauses 12.2.1. and 12.2.2., shall also apply to third parties as well as to breaches of obligations by persons (including for their benefit) for whom we are responsible in accordance with the statutory provisions.
- 12.4. They do not apply,
 - 12.4.1. as far as a defect has been maliciously concealed or
 - 12.4.2. as far as a guarantee has been provided by us,
 - 12.4.3. in the event of the assumption of a procurement risk pursuant to Section 276 BGB (German Civil Code) and
 - 12.4.4. for mandatory liability under applicable product liability law.
- 12.5. Due to a breach of an obligation that does not consist of a defect, the customer may only withdraw from or terminate the contract, if we are responsible for the breach of this obligation.
- 12.6. Any rights of the customer to terminate for convenience (in particular according to Sections 650 and 648 BGB, German Civil Code) shall be excluded.
- 12.7. In all other respects, the statutory requirements and legal consequences shall apply.

13. Limitation of Claims due to Defects as to Quality and Defects of Title

- 13.1. Unless expressly agreed otherwise in writing or in text form, we shall provide a warranty for claims arising from breach of obligations due to improper performance in the form defects as to quality for a period of 12 months, calculated from the date of passing of risk, in the event of any refusal of customer to collect or accept the deliverable from the date of receipt by the customer of the notice of readiness.
- 13.2. This shall not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of Section 276 BGB (German Civil Code), claims due to injury to life, limb or health, fraudulent, intentional or grossly negligent action on our part, or in the cases of Sections 478, 479 BGB (German Civil Code) (recourse in the supply chain), Section 438 para.1 No. 2 (erection of buildings and delivery of items for buildings) and Section 634a para.1 No. 2 BGB (German Civil Code) (construction defects) or insofar as a longer limitation period is otherwise stipulated by mandatory law.
- 13.3. Section 305b BGB (German Civil Code) (the priority of the individual agreement in oral or textual or written form) shall remain unaffected. The aforesaid provisions shall not be interpreted in way that it would lead to a reversal of the burden of proof.

14. Export and Import Control

- 14.1. In the absence of any contractual agreements with the customer to the contrary, the deliverables are intended to be placed on the market for the first time within Germany or, in the case of delivery outside Germany, to the agreed country of first delivery (first country of delivery).
- 14.2. We hereby inform the customer, that European and German foreign trade law applies to the transfer/export of goods (merchandise, software, technology) as well as to the provision of services with cross-border relevance for the fulfilment of the contractual obligation and that the individual deliveries as well as technical services may be subject to export control restrictions and prohibitions.
- 14.3. This applies in particular to so-called armaments and dual-use goods.
- 14.4. In addition, European and other global national embargo regulations exist against certain countries and persons, companies and organisations that can prohibit or place under authorisation the supply, provision, transfer, export or sale of goods and the performance of services.
- 14.5. For cross-border delivery or provision, we may therefore have to obtain official permits or other certificates.
- 14.6. More detailed rights and obligations in this context are governed by the following provisions.
- 14.7. For certain transactions in connection with US goods or other US code, US (re-)export law may also apply due to its extraterritorial effect and lead to prohibitions or licensing requirements that we must observe and implement in order to avoid being sanctioned by US authorities on our part.
- 14.8. The customer himself is obliged to check the existence of and compliance with export and import control regulations for the deliverable and the export and import of the same and to strictly observe the export regulations and embargos relevant for these goods, in particular those of the European Union (EU), Germany or other EU member states and, if applicable, the USA or Asian or Arab countries and all third countries concerned, insofar as he exports the products delivered by us or has them exported by us.

- 14.9. The cross-border return of goods, samples, tools, software, material and also technology also in the form of drawings, instructions, data etc. to the customer may also be subject to the provisions of foreign trade law in individual cases and may be dependent on official approval procedures. The customer warrants that before the products and their components and/or accessories delivered by us to the customer are shipped to a country other than the country of first delivery agreed with us, the customer will obtain the necessary national product approvals or product registrations in due time and that the requirements for the provision of user information in the national language and all import regulations and export control regulations laid down in the national law of the country concerned are met.
- 14.10. Compliance with the delivery obligation may require the release or issuance of export or transfer licences or other certificates under foreign trade law by the competent authorities.
- 14.11. If we are prevented from timely delivery due to the duration of the necessary and proper execution of an application, approval or examination procedure under customs or foreign trade law through no fault of our own, the delivery period shall be extended appropriately by the duration of the delay caused by this official procedure.
- 14.12. We cannot generally specify a fixed duration for the aforementioned procedures on the part of the authorities. We will inform the customer immediately about such procedures as well as circumstances and measures in individual cases.
- 14.13. Claims for damages by the customer against us for delays for which we are not responsible for this reason are excluded, as far as we have not contractually assumed a guarantee liability towards the customer.
- 14.14. The customer is obliged to provide us with timely and complete information about the end use and, if applicable, the deviating end user of the deliverables or the service to be provided in writing or text form without undue delay after conclusion of the contract.
- 14.15. Any delivery period or performance period shall not begin to run earlier.
- 14.16. This includes, in particular, issuing any necessary End-Use-Certificate (so-called EUCs) and forwarding them to us in the original in order to verify the end-use and the intended purpose of the goods or services and to prove this to the competent authority for customs and export control purposes.
- 14.17. If the aforementioned documents reveal potential violations of export bans or embargo regulations, we shall be entitled to withdraw from the contract without compensation.
- 14.18. The customer must comply with any re-export requirements arising from permits issued to us by the competent authorities or courts.
- 14.19. The latter must contractually obligate its customers accordingly and provide us with proof of this upon request.
- 14.20. We shall notify the customer of the scope and extent of such conditions imposed on us at the latest with the delivery.
- 14.21. If, not due to any culpable act or omission on our side, we or our suppliers are not granted or are not granted in due time the export or transfer licences or other necessary approvals by the competent authorities that may be required, or if, not due to any culpable act or omission on our side, other obstacles arise due to the customs or foreign trade and embargo regulations to be observed by us as exporter or transferor or by our suppliers in accordance with the law applicable to them. If, not due to any culpable act or omission on our side, other obstacles due to the customs, foreign trade and embargo regulations to be observed by us as exporter or transferor or by our suppliers in accordance with the law applicable to them prevent the performance of the contract or the delivery in whole or in part, we shall be entitled to withdraw from the contract or from the individual delivery or service obligation, unless we have expressly assumed a guarantee liability for receiving the according export or transfer licence irrespective of any culpable act or omission on our side.
- 14.22. This shall also apply if, not due to any culpable act or omission on our side, corresponding obstacles under export control and embargo law - e.g. due to a change in the legal situation - arise only between the conclusion of the contract and the delivery or the performance of the service and during the assertion of warranty rights and make the performance of the delivery or service temporarily or permanently impossible.
- 14.23. This may be the case, for example, because export or transfer licences or other foreign trade licences or releases granted to us or our suppliers are revoked by the competent authorities through no fault of our own or other legal obstacles due to customs, foreign trade and embargo regulations to be observed prevent the performance of the contract or the delivery or service not due to any culpable act or omission on our side.
- 14.24. Claims for damages by the buyer for this reason shall be excluded unless we have expressly assumed a guarantee liability irrespective of any culpable act or omission on our side for the provision of the aforementioned approvals or documents.
- 14.25. The customer shall examine and represent, including providing reasonable evidence to us upon request, that
- 14.25.1. the products provided are not intended for use in armaments, nuclear technology or weapons technology;
- 14.25.2. no companies and persons named on the US Denied Persons List (DPL) are supplied with US originating goods, US software and US technology;

- 14.25.3. no companies and persons named on the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with US originating products without the relevant authorisation;
- 14.25.4. no companies and persons are supplied who are named in the list of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the EU terrorist list or other relevant negative lists for export control;
- 14.25.5. no military recipients are supplied with the products we deliver;
- 14.25.6. no recipients are supplied who are in breach of other export control regulations, in particular those of the EU or the ASEAN states;
- 14.25.7. all early warning notices issued by the competent German or national authorities of the respective country of origin of the delivery are observed.
- 14.26. The customer in turn undertakes to prove this obligation to his customers for the goods supplied by us and to prove this to us on request.
- 14.27. Access to and use and/or export of goods delivered by us may only take place if the above checks and safeguards have been carried out by the customer; otherwise the customer must refrain from the intended export and we are not obliged to perform.
- 14.28. In the event that the goods supplied by us are passed on to third parties, the customer undertakes to oblige these third parties in the same way as the customer in the above Clauses 14.1. to 14.16. and to inform them of the need to comply with such legal provisions.
- 14.29. The customer also warrants that, in the event of agreed delivery outside Germany and with regard to the goods to be delivered by us, all national import regulations of the country of first delivery have been met in full and in a timely manner without any costs for us. This does not apply if something else has been expressly agreed.
- 14.30. The customer shall indemnify us against all damages and demonstrated, customary and reasonable expenses resulting from the culpable breach of the aforementioned obligations pursuant to this Clause 14. Section 254 BGB (German Civil Code) (contributory negligence) shall remain unaffected.

15. Telematics Systems

- 15.1. Our vehicles are equipped with telematics systems. The telematics systems are used to record and store data specific to commercial vehicles. For data transmission, a special SIM card obtained from a third party is used by us, which exclusively enables data communication via Machine-2-Machine between the customer's vehicles and our cloud.
- 15.2. The SIM card is integrated in certain components installed in the vehicle.
- 15.3. In the absence of any other express agreement, the SIM card shall be and remain our property and may only be used for our telematics systems.
- 15.4. The customer must report the loss or technical defects of the SIM card to our support team without undue delay. In these cases, we will provide a replacement free of charge.
- 15.5. A detailed description of the telematics systems used can be obtained from our customer support service.
- 15.6. Due to product developments, the description may be subject to change.
- 15.7. Due to the state of technology, the functions of the telematics systems may be subject to certain limitations and inaccuracies, which are beyond our control and for which we are not liable.
- 15.8. This concerns in particular the availability of mobile communication and internet access provided by third parties.
- 15.9. The third party communication service required for the functions of our telematics systems is geographically limited to a specific sending and receiving area. This transmission and reception area includes a large number of countries. The list of supported countries is subject to contractual agreement with third parties and is subject to constant change. A list of the currently supported countries is available from our customer support service.
- 15.10. The costs for the bidirectional communication between the vehicle and our cloud (third-party data transmission service) required to provide the telematics services are included in the respective telematics packages for their contractual term.
- 15.11. The customer is obliged to report any damage to the vehicle that may affect our telematics systems, the loss or return of the vehicle, the loss or return of the SIM card as well as any defects in our hardware, services or, if applicable, defects in the SIM card to our support in text form without delay.
- 15.12. When deregistering vehicles, the customer must follow the deactivation instructions.
- 15.13. We have the right to temporarily switch off the telematics systems or replace the SIM card,

- 15.13.1. if the system has technical faults and
- 15.13.2. modifications or maintenance work is required, or
- 15.13.3. in the event of a breach of contractual or legal provisions by the client.
- 15.14. In the event that the customer discovers a use of our telematics systems not covered by or even violating the contractual terms or discovers an unintended or unlawful impact on the network accessible to the customer on the basis of this contract, for example through third-party connections, the customer is obliged to inform us of this immediately.
- 15.15. We will treat all technical and commercial information as confidential, including usage data, which becomes available to us from the customer in connection with this contract during the term of this agreement.
- 15.16. This data will only be made accessible to third parties by us to the extent necessary to perform the contract (subcontractor) or if it has been agreed between the contracting parties.
- 15.17. However, we reserve the right to use the data obtained for the purpose of further developing our telematics systems. Data transfers in accordance with [Data protection annex, to be found on our website as well as on request from your contact person] and consent to information about our products and services shall remain unaffected.
- 15.18. Telematics can be deactivated by the customer or user for good cause via the corresponding switch.
- 15.19. However, in this case, for example due to missing and transmitted vehicle parameters, a service supported by TII Connect can no longer be provided and the agreed benefits of the TII Connect system can no longer be used.
- 15.20. The deactivated TII Connect may also lead to limitation of warranty rights under certain circumstances, for example, if the customer cannot provide the legally required proof of the time at which a certain defect arose.
- 15.21. The possibility of deactivation does not exist for products of the type KAMAG PM/PT/ePM ("Wiesel").

16. Sale and Assignment of Rights / Administrative Fee

- 16.1. In the event of the sale and/or assignment of a right or several rights arising from the contractual relationship by a contracting party, the additional expenses incurred by the other party as a result shall be reimbursed by the contracting party.
- 16.2. If the customer rents out the deliverable to third parties, the customer shall be obliged, to a reasonable extent, to instruct the renter on the proper use of the deliverable.
If the customer culpably fails to comply with this obligation and we incur additional expenses as a result, the customer shall reimburse us for such expenses, irrespective of whether the additional expenses are caused by the customer or the customer's renter.
- 16.3. With regard to clause 16.2., we shall be entitled to charge the customer a flat administrative fee in the amount of 10% of the additional expense in addition and as shown.
- 16.4. If no specific additional expenditure can be calculated from clauses 16.1. and 16.2., we shall be entitled to demand a lump sum of EUR 200.00 (two-hundred Euro) per incident from the customer. The customer shall be free to prove lower expenses.
- 16.5. The assignment of claims under warranty (claims arising from breach of duty due to defects as to quality or defects of title) is excluded. Section 354a HGB (assignability) shall remain unaffected.

17. Place of Performance and Jurisdiction

- 17.1. Unless otherwise agreed, the exclusive place of performance for all our obligations towards the customer under the contractual relationship, including our warranty obligations, shall be at the registered office of our company.
- 17.2. Is the customer a merchant (in the sense of the HGB/German Commercial Code) who has its their registered office in the European Union, Switzerland, Norway or Iceland at the time of initiating court proceedings, the exclusive jurisdiction for all disputes arising from the contractual relationship, including its formation and validity, shall for both parties lie with the court competent for the place of registered office of our company.
- 17.3. We are, however, also entitled at our sole discretion to take legal action at the customer's registered office.
- 17.4. For Clause 17.1. and 17.2. to clarify: Our registered office means for
 - 17.4.1. KAMAG Transporttechnik GmbH & Co KG, 89079 Ulm, Germany, and for
 - 17.4.2. SCHEUERLE Fahrzeugfabrik GmbH, 74629 Pfedelbach, Germany.
- 17.5. To the extent that the foregoing provision is not geographically applicable pursuant to Clauses 17.1., 17.2. and 17.3., all disputes arising out of the contractual relationship, including its formation and validity, shall be finally settled by arbitration by a court of arbitration having jurisdiction in accordance with the Rules of Arbitration of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e. V., DIS), without recourse to the ordinary courts of law, in accordance with the Rules of Arbitration in force at the time the request for arbitration is received by the DIS, including those for expedited arbitration proceedings. The place of arbitration shall be Heilbronn, Germany. The language of the arbitration proceedings shall be German.

17.6. The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods and the provisions of German private international law shall not apply.

18. Invoicing and obligations to cooperate

- 18.1. The stated and agreed prices are net prices excluding VAT and can be increased by the applicable national VAT or other indirect taxes (e.g., withholding tax), provided that neither a tax exemption nor a tax debt reversal (e.g. reverse charge) or a zero tax rate is applicable. The Customer shall consequently support TII SCHEUERLE in obtaining proof of consignment or transport (e.g., CMR, B/L) in order to ensure VAT-free invoicing of a cross-border delivery of goods or services if all other requirements are met.
- 18.2. Unless otherwise stated or otherwise agreed by INCOTERM, packaging, transport, handling costs or legalization costs for export or any other export costs etc. are not included in the prices quoted. Unless otherwise agreed by INCOTERM, the costs of transit and import shall be borne by the Customer.
- 18.3. A service recipient or Customer residing in the EU shall provide his valid value added tax identification number (VAT ID), under which he currently and in future acts vis-à-vis TII SCHEUERLE, prior to the supply of goods/services, in order to ensure VAT-free invoicing.
- 18.4. Should the VAT ID and the associated details (e.g., registered address) change for whatever reason, the service recipient or Customer shall inform TII SCHEUERLE of this change without delay and unrequested.
- 18.5. If TII SCHEUERLE provides services, a service recipient or Customer not resident in the EU is obliged to send a current and valid entrepreneur certificate from his competent tax authority to TII SCHEUERLE without delay.
- 18.6. If the Customer is obliged to withhold and pay taxes on the payments under this contract, the Customer shall, without request and without culpable delay, send TII SCHEUERLE the original withholding tax receipt from the national tax authority and all related or connected documents showing TII SCHEUERLE as the taxpayer, the amount of the tax payment, the tax law and/or legal provision on which the tax payment is based, the tax rate or the assessment basis underlying the tax payment, as well as the date of the tax payment.
- 18.7. If the original withholding tax receipt of the national tax authority and the associated or related documents are issued in a language other than German or English, the Customer agrees to arrange for a translation of the documents into German or English at his own expense at the request of TII SCHEUERLE and to have the accuracy of the translation certified officially or by a notary.

Part B - Special Provisions for the Sale of Used Objects of Purchase

1. General

These special provisions for the sale of used goods shall always apply in combination with the General Provisions (Part A) as an integral part of the contract.

2. Subject

- 2.1. Our offer shall serve as exclusive specification of the equipment and the details of the used object of purchase.
- 2.2. In the absence of an express agreement to the contrary, we do not provide any guarantees or representations.
- 2.3. We also do not assume any procurement risk pursuant to Section 276 BGB (German Civil Code), unless expressly agreed otherwise.
- 2.4. The customer is obliged to check the vehicle for operational safety before putting it into operation.

3. Purchase Price

- 3.1. The purchase price applies ex works from our warehouse at the company headquarters.
- 3.2. The costs for any delivery requested by the customer are not included in the purchase price and, if requested, must be additionally commissioned and the costs must be borne by the customer.

4. Payment by Instalments

- 4.1. In the case of any trade-in of used vehicles, the value of the used vehicle has been reduced or a damage has occurred to it in the time between conclusion of the contract and handing over the vehicle to us, the day of handing over shall be the decisive date for determining the value.
- 4.2. If it has been contractually agreed that a used vehicle to be taken in payment by us shall be handed over to us after it was inspected by TÜV (Germany), the inspection by another official or officially approved inspection body shall be excluded.
- 4.3. The time period between the examination and the handing over to us may not be longer than 14 calendar days.

- 4.4. The inspection report must be submitted to us before the vehicle is handed over.
- 4.5. If defects are detected by the TÜV, the customer is obliged to remedy them at its own expense.
- 4.6. As long as defects are not repaired, we may refuse to accept the trade-in of the used vehicle and may request immediate payment of the agreed amount of the trade-in instead.

5. Disagreement on the Reduced Value

- 5.1. If it is not possible to reach an agreement on any reduction of the value, a surveyor shall determine the value.
- 5.2. The surveyor shall have sufficient knowledge regarding the relevant industry and technology, for example through several years of work at TÜV, DEKRA or any comparable institution.
- 5.3. The surveyor shall be selected by mutual agreement of both parties.
- 5.4. If the parties cannot mutually agree on a certain surveyor expert, the surveyor shall be selected by the Heilbronn District Court, Germany.

6. Collection Date

- 6.1. In the absence of any other agreement, the used object of purchase shall be handed over at our registered office.
- 6.2. We shall notify the customer of the collection date with giving at least 7 calendar days' notice; starting with the communicated collection date, the used purchase item shall be considered ready for collection.
- 6.3. If the customer does not collect the object of purchase within this period, the customer shall be in delay with its obligation to collect the item.
- 6.4. The passing of risk (risk of accidental destruction of the used object of purchase) shall be effected either with
 - 6.4.1. Handing the item over to the customer directly or
 - 6.4.2. to a transport person designated by the customer or
 - 6.4.3. in the event of delay with its obligation to collect the item.

7. Retention of Title

- 7.1. The used object of purchase shall remain our property until the purchase price has been paid in full.
- 7.2. This retention of title shall extend to all other claims to which we are entitled against the customer arising from our contractual relationship.

8. Claims for Defects and Liability

- 8.1. The customer buys the used object of purchase "sold-as-is" under exclusion of any liability for defects as to quality.
- 8.2. We shall also not be liable for any claims for damages - irrespective of the legal grounds - unless we, our legal representatives or vicarious agents have violated our/their obligations with gross negligence or intent, or there is an injury to body, life or health in question, or as far as we have provided a guarantee in the legal sense.
- 8.3. We hereby assign to the customer any possibly existing claims arising from liability for defects as to quality against the manufacturer, its seller or other third parties (as the case may be).

Part C - Special Provisions for Consultancy Services

1. General

These special provisions shall apply to consultancy services; they shall always apply in combination with the General Part (Part A) as an integral part of the contract.

2. Information, advice

- 2.1. Information and explanations regarding our objects of purchase and/or services by us or our sales intermediaries are provided exclusively on the basis of our experience to date.
- 2.2. They do not constitute any representations nor guarantees in relation to our goods and/or services.
- 2.3. The data provided hereby are to be regarded as average empirical values regarding our objects of purchase and/or services.
- 2.4. As a precautionary measure, we point out the general risk of consultancy requested by telephone.
- 2.5. In this respect, not all data for a full assessment of the individual case is usually available to us at the time of the consultancy service, so that any recommendation provided by us is always limited to a summary assessment only.

- 2.6. We only assume a consultancy obligation if agreed expressly in writing, or in the form of a separate consultancy contract.
- 2.7. The consultancy services provided by us are only subject to remuneration if such services are set out in a separate contract which specifies the obligation, the consultancy to be performed, the documentation requirements and the agreed consultancy fees.
- 2.8. We do not accept any liability or guarantee with regard to the feasibility or the success of our recommendations made, neither in case of paid nor free consultancy services.

Part D - Special provisions for services under a contract for work and services

1. General

These special provisions for contractual work and services shall always apply in combination with the General Provisions (Part A) as an integral part of the contract.

2. Contractual Arrangement

- 2.1. Services under a contract for work (in meaning Section 631 BGB, German Civil Code) shall be deemed to have been assumed by us in particular if we have designated a service "service under a contract for work" or "contract for work" in writing.
- 2.2. The detailed specification of the work included and its the scope are set out in the respective service description.
- 2.3. In addition to these provisions, Sections 631 et seq. BGB (German Civil Code) shall apply.
- 2.4. To start the agreed work, we may make dependent on receipt of the agreed down-payment.
- 2.5. The customer is obliged to perform its obligations cooperate as arising from or regulated in the service description.
- 2.6. The acceptance test of the service shall take place after completion. The results of the acceptance test shall be documented in a protocol and signed by both parties.
- 2.7. The customer may request changes to the subject matter and scope of the services in accordance with the following provision. This also applies to parts already performed and delivered.
- 2.8. We will, if the changes are not only insignificant, determine the time delays and the additional expenditure occurring as a consequence of the requested changes and agree with the customer on a corresponding adjustment of the contract.
- 2.9. If we do not reach an agreement, we shall be entitled to reject the change request.
- 2.10. Prior to starting the implementation of the change request, all changes regarding the performance obligations shall be set out in a written supplementary agreement, in which the additional remuneration and any changes in the time schedule shall be specified.
- 2.11. If the customer makes use of its right of termination according to Section 648 sentence 1 BGB (German Civil Code),
 - 2.11.1. we may request a lump-sum payment amounting to 15% of the agreed remuneration if we have not yet started with the execution of the agreed services.
 - 2.11.2. If we have already started the execution, the following table applies:
 - 2.11.3. The customer shall have the right to provide evidence that (i) the percentage of the overall progress is lower or higher than the progress calculated and demonstrated by us and/or (ii) damages suffered by us are lower or higher:

Overall progress as minimum in %, burden of proof lies with us	Examples of progress	Lump sum remuneration in the amount of x% of the agreed remuneration
20%	Ordering of long-running components such as engines, gear-boxes as well as ordering of components that we cannot use or cannot use within a reasonable time (6 months from the order placed) in other customer orders.	40%
40%	In addition to the aforesaid, the order of the main steel structure	70%

60%	In addition to the aforesaid, the beginning of the assembly by connecting of the steelwork with other components, e.g. axles, engine, transmission	80%
80%	In addition to the aforesaid, to a large extent completion of assembly work with the exception of, for example, small parts as well as with the exception of, for example, varnishing, final inspection, packaging	100%