

General Terms and Conditions of Works and Services of PARAVAN GmbH

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A. General Terms and Conditions of Works and Services for Consumers

Section 1 General

- 1.1. These General Terms and Conditions of Works and Services apply only to customers who are consumers, i.e. to customers who order or procure works and services for private purposes and not for a commercial or independent professional activity. These General Terms and Conditions do not apply to contractors.
- 1.2. These General Terms and Conditions for Works and Services apply to works including, in particular, work on motor vehicles, wheelchairs and components thereof, and also to installation, repair and maintenance works, as well as services.

Section 2 Order and conclusion of contract for the ordering of goods, conclusion of contract for the provision of works and services

- 2.1. We prepare our offer for the provision of works or services at the customer's request. The contract only comes into effect once the customer accepts the offer.

Section 3 Operational provisions, subcontractors, test drives

- 3.1. We are entitled to use subcontractors, whom we select at our discretion, to the extent necessary to perform the services that are to be provided under the respective contract for work and services. The customer hereby consents to the use of subcontractors.
- 3.2. We are entitled to conduct test drives and delivery drives to the extent necessary to perform the services to be provided under the respective contract for work and services.

Section 4 Acceptance, delivery, default of acceptance, right of retention

- 4.1. Unless otherwise agreed, the object of purchase is accepted when it is personally handed over by us to the customer at our business premises.
- 4.2. In the event that the customer refuses to accept the goods or requests to delay the dispatch date specifically agreed with them, the costs incurred by us or a third party for storing the items will be invoiced to the customer, starting from the date on which the notification that the goods were ready for dispatch or handover was issued.
- 4.3. If we are contractually obliged to perform preliminary works or services, we may decline to undertake the work required of us if, after the contract has been concluded, it becomes apparent that our claim to payment for services rendered is in jeopardy due to a lack of ability to perform on the part of the customer. This is particularly the case if our ability to receive remuneration for services rendered is put at risk by the customer's lack of funds or by other impending impediments to performance.

Section 5 Prices for works and services

- 5.1. As a rule, the works or services we provide are charged on a time cost basis according to the actual time worked, unless a flat-rate charge has been agreed. Units of time, as well as our hourly rates, can be found on our offer.
- 5.2. We can also provide a binding, flat-rate quote if the customer so wishes; this requires us to prepare a written cost estimate with a comprehensive list of the works and spare parts required, alongside their respective costs. We remain bound by this cost estimate for three (3) weeks after it has been submitted. The services performed for the purpose of providing a cost estimate may be invoiced to the customer; this must be agreed with them on a case-by-case basis. If an order is placed on the basis of the cost estimate, any costs incurred in the provision thereof shall be offset against the order invoice, and the total price may only exceed the estimate with the customer's consent when the order is invoiced.
- 5.3. All prices include value added tax at the statutory rate. VAT is shown separately on our invoices, and is listed at the respective statutory rate. The customer bears the cost of all customs duties, tax and levies, as well as the costs associated with customs formalities for exports.

Section 6 Means of payment, payment terms, offsetting

- 6.1. Based on the terms of the agreement, payment can be made **in cash**, by **credit card** (MasterCard or VISA), by **bank transfer on receipt of invoice and goods**, or by **advance payment made via bank transfer**.
- 6.2. If payment in cash is the agreed payment method, payments shall be made in accordance with the terms of the agreement (usually by paying in-store at checkout).
- 6.3. If payment by **credit card** (MasterCard or VISA) has been agreed, the amount shall be deemed to have been paid when we successfully debit the credit card account.
- 6.4. If payment by **bank transfer on receipt of invoice and goods** has been agreed, payment shall be made once the invoice and goods have been received, and shall only be deemed to have been made once it arrives in our account.
- 6.5. If **advance payment via by bank transfer** has been agreed, payment shall be made in advance, and shall only be deemed to have been made once it arrives in our account.
- 6.6. Our claims for payment may only be offset using undisputed or legally established claims.

Section 7 Date of performance for works and services

- 7.1. While delivery dates and deadlines for performing works or services are always based on the best information available, they are generally non-binding unless agreed otherwise in writing. The commencement of the delivery period and compliance with delivery dates are conditional on the customer performing the co-operative activities incumbent upon the customer both promptly and properly, as well as providing all necessary documents and making any advance payments that have been agreed upon.
- 7.2. If a performance date has been agreed in writing and is therefore binding, the respective work or service must be performed by no later than the date specified in the offer or order confirmation, or as stipulated in the individual agreement with the customer.
- 7.3. Working days are Monday to Friday, excluding public holidays at our registered office and public holidays at the customer's registered office.
- 7.4. We are obliged to adhere to a completion date designated, in writing, as binding. Should the scope of work alter or expand compared to the original order, and if a delay occurs as a result, then we must immediately provide the customer with a new completion date, stating the reasons for doing so.
- 7.5. If, within the context of a project involving the special conversion or repair of a motor vehicle or wheelchair, we fail to meet an agreed completion deadline, made binding in writing, by more than 24 hours, and are at fault for doing so, then we shall choose either to provide the customer with free use of the closest equivalent courtesy vehicle or wheelchair based on the terms and conditions applicable to us in each case, or to reimburse 80% of the costs actually incurred for the use of the closest equivalent rental vehicle or wheelchair. The customer shall return the courtesy or rental vehicle/rental wheelchair without delay after being informed that work on the object of the order has been completed; additional claims for further damages resulting from the delay are excluded, except in cases of intent, gross negligence or negligence resulting in a breach of fundamental contractual obligations. Within the meaning of the provisions specified above, fundamental contractual obligations (essential obligations) are obligations which must be fulfilled in order for the contract to be performed correctly, and which the customer regularly relies on being upheld.
- 7.6. We are also liable for any unforeseen inability to perform works or services during the delay, unless the damage would also have occurred had the work or service been performed on time.
- 7.7. We reject all liability for delays or inability to perform the service required if this is caused by force majeure or other events that could not have been foreseen when the contract was concluded and for which we are not responsible, (e.g. operational disruptions of any kind, difficulties in acquiring materials or energy, transport-based delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, measures implemented by governmental or authoritative bodies or the failure of suppliers to deliver, or to deliver correctly or on time, despite a congruent covering agreement concluded by the seller).

- 7.8. We are entitled to withdraw from the contract if such events make it significantly more difficult or impossible for us to perform and the impediment is not only temporary in nature. Where such hindrances are only temporary in nature, the performance deadlines shall be extended or the performance dates postponed for a period of time commensurate to the impediment plus a reasonable lead time. If the customer cannot reasonably be expected to accept the performance in consequence of the delay, they may withdraw from the contract by submitting a written declaration to us without delay.

Section 8 Extended right of lien

- 8.1. We are entitled to a contractual right of lien pertaining to the customer's objects that have come into our possession in connection with the order.
- 8.2. The contractual right of lien can also be asserted in connection with claims arising from previously performed works, spare parts deliveries and other services, insofar as they relate to the object of the contract. The contractual right of lien only applies to other claims arising from the business relationship if those claims are undisputed or there is a legally binding title and the object of the contract belongs to the customer.

Section 9 Retention of title

- 9.1. Insofar as built-in accessories, spare parts and power units have not become integral components of the object of the order, we retain title thereto until such time as we have received payment in full.

Section 10 Warranty, liability for defects

- 10.1. The existing statutory warranty for defects applies.

Section 11 Board of arbitration (arbitration proceedings)

(Applies only to vehicles with a permissible total weight of no more than 3.5t and not for wheelchairs)

- 11.1. Should disputes arise from an order, we, or with our consent, the customer, may appeal to the competent board of arbitration for the automotive trade or industry. The appeal must be lodged in writing immediately once the point of contention has been ascertained.
- 11.2. The final ruling by the board of arbitration does not prevent either party from seeking legal recourse.
- 11.3. Appealing to the board of arbitration suspends the defects liability period for the duration of the proceedings.
- 11.4. The proceedings before the board of arbitration are governed by its rules of procedure, which the board of arbitration shall provide for the parties on request.
- 11.5. Appeals may not be lodged with the board of arbitration if either party has already sought legal recourse. The board of arbitration ceases its activities if legal action is taken during ongoing arbitration proceedings.
- 11.6. The arbitration procedure is free of charge for the customer.

Section 12 Non-participation in consumer dispute resolution procedures

- 12.1. We refrain from participating in dispute resolution proceedings before the consumer arbitration board in accordance with the Consumers' Dispute Settlement Act (*Verbraucherstreitbeilegungsgesetz – VSBG*).

Section 13 Severability clause, applicable law, place of jurisdiction

- 13.1. If one or more provisions in these General Terms and Conditions is or becomes invalid, either in whole or in part, or if these conditions contain a loophole, it shall not affect the validity of the remaining provisions herein.
- 13.2. The contract, including these General Terms and Conditions, shall be governed by the substantive law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. This does not apply if the mandatory consumer protection provisions in the country in which the user has its habitual residence are more favourable (Art. 6 Regulation (EC) 593/2008).

B. General Terms and Conditions of Works and Services for Contractors

Section 1 Scope

- 1.1. These General Terms and Conditions of Works and Services for Contractor Customers only apply to customers who are contractors as defined under Section 14(1) of the German Civil Code (*Bundesgesetzbuch – BGB*), i.e. to natural persons, legal entities or partnerships with legal personality who conclude the transaction for a commercial or independent professional purpose, as well as to customers who are legal persons under public law or special funds under public law.
- 1.2. These General Terms and Conditions of Delivery for Contractor Customers apply to all contracts for works and services concluded with the customer, in particular those contracts relating to work on motor vehicles, wheelchairs and their components, as well as installation, repair and maintenance work.
- 1.3. These General Terms and Conditions of Work for Contractor Customers apply exclusively in our relationship with the customer. They also apply to all future business transactions and to all business-related contact with the customer such as the commencement of contract negotiations or the initiation of a contract, even if these General Terms and Conditions are not explicitly agreed or referred to again. The notion that the customer's general terms and conditions for ordering or purchasing are applicable to these General Terms and Conditions is expressly rejected.
- 1.4. These General Terms and Conditions of Works and Services for Contractor Customers supersede all previous agreements and versions of our General Terms and Conditions.
- 1.5. If, in individual cases, obligations are also established towards entities or companies who are not intended to become contract partners themselves, the provisions on limitations of liability in these General Terms and Conditions for Works and Services for Contractor Customers shall also apply to them, insofar as these General Terms and Conditions were included at the time of the establishment of obligations towards these third parties. This is particularly the case if the third parties have become aware or were already aware of the existence of these General Terms and Conditions of Delivery for Contractor Customers since or at the time of the establishment of the obligations.
- 1.6. The customer is deemed to have recognised the validity of these General Terms and Conditions of Works and Service for Contractor Customers when they accept our services and deliveries.

Section 2 Conclusion of contract

- 2.1. Unless otherwise agreed, our offers are non-binding and are subject to change.
- 2.2. We shall only be bound by an order when it has been confirmed by us, in writing, by means of an order confirmation or when we begin executing the order.

Section 3 Scope of delivery and performance, performance periods

- 3.1. Our offer or written order confirmation are decisive in determining the scope of our delivery or service. Subsidiary agreements and amendments must also be approved by us in writing. Our offer or order confirmation is only binding if the information provided by the customer and upon which it is based (data, figures, illustrations, drawings, system requirements, etc.) was correct. If, after conclusion of the contract, it becomes apparent that the order cannot be carried out in accordance with the customer's specifications, we shall be entitled to withdraw from the contract if and to the extent that the customer is not prepared to accept our suggested alternative solution and to bear any additional costs actually incurred.
- 3.2. We are entitled to provide partial performance of all our services to a reasonable extent.
- 3.3. We are entitled to use subcontractors to fulfil our contractual obligations, as well as to conduct test drives and delivery drives.
- 3.4. As soon as we become aware that the customer's inability to pay is at risk, we shall be entitled to only deliver goods if the customer makes advance payments or provides securities. This shall not affect our right to withdraw from individual contracts that have already been concluded if and insofar as the customer fails to make an advance payment or provide security within a reasonable period of grace.
- 3.5. While delivery dates and deadlines for performing works or services are always based on the best information available, they

are generally non-binding unless agreed otherwise in writing. The commencement of the delivery period and compliance with delivery dates are conditional on the customer performing the co-operative activities incumbent upon the customer both promptly and properly, as well as providing all necessary documents and making any advance payments that have been agreed upon.

- 3.6. If it has been agreed that the customer will make advance payments, we will only be able to provide the service once we have received the agreed price in full.
- 3.7. We are obliged to adhere to a completion date designated, in writing, as binding. Should the scope of work alter or expand compared to the original order, and if a delay occurs as a result, then we must immediately provide the customer with a new completion date, stating the reasons for doing so.
- 3.8. If, within the context of a project involving the special conversion or repair of a motor vehicle or wheelchair, we fail to meet an agreed completion deadline, made binding in writing, by more than 24 hours, and are at fault for doing so, then we shall choose either to provide the customer with free use of the closest equivalent courtesy vehicle or wheelchair based on the terms and conditions applicable to us in each case, or to reimburse 80% of the costs actually incurred for the use of the closest equivalent rental vehicle or wheelchair. The customer shall return the courtesy or rental vehicle/rental wheelchair without delay after being informed that work on the object of the order has been completed; additional claims for further damages resulting from the delay are excluded, except in cases of intent, gross negligence or negligence resulting in a breach of fundamental contractual obligations. Within the meaning of the provisions specified above, fundamental contractual obligations (essential obligations) are obligations which must be fulfilled in order for the contract to be performed correctly, and which the customer regularly relies on being upheld.
- 3.9. We are also liable for any unforeseen inability to perform works or services during the delay, unless the damage would also have occurred had the work or service been performed on time.
- 3.10. In the case of vehicles/wheelchairs used commercially, we may indemnify the customer for the loss of earnings caused by the delay in completing the works instead of providing a courtesy vehicle or assuming the rental costs.
- 3.11. We shall not be considered to be in delay in the event of force majeure or in the occurrence of other events that were unforeseeable at the time of the conclusion of the contract and for which we are not at fault (e.g. operational disruptions of any kind, difficulties acquiring materials or energy, transport-related delays, strikes, lawful lockouts, staff shortages, shortfalls in energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, measures implemented by a governmental office or the failure of suppliers to deliver, or to deliver correctly or on time despite a congruent covering agreement concluded by the seller). We are also under no obligation to indemnify the customer or, in particular, to provide a courtesy vehicle/courtesy wheelchair, or to reimburse the costs actually incurred through the use of a rental vehicle/rental wheelchair, in the event of delayed performance or the impossibility to perform works or services as the result of such unforeseeable events. However, we are obliged to inform the customer of delays whenever possible and practicable. In this case, we are also entitled to withdraw from the contract if we have already defaulted. Should a temporary obstruction to performance occur, the performance deadlines or date of performance shall be extended or postponed for a period of time of equivalent length to the period of obstruction plus a reasonable lead time.
- 3.12. If we are contractually obliged to perform preliminary works or services, we may decline to undertake the work required of us if, after the contract has been concluded, it becomes apparent that our claim to payment for services rendered is in jeopardy due to a lack of ability to perform on the part of the customer. This is particularly the case if our ability to receive remuneration for services rendered is put at risk by the customer's lack of funds or by other impending impediments to performance.

Section 4 Payment terms, prices

- 4.1. Our prices are net prices and relate to the performance of works and services at the agreed place of performance. VAT will be added to our invoices at the respective statutory rate. The customer bears the cost of all customs duties, tax and levies, as well as the costs associated with customs formalities for exports.
- 4.2. If a performance period in excess of four months is agreed upon in the time between the order being confirmed and the services being performed, we shall be entitled to pass on to the customer, in full, any cost increases resulting from price increases that have occurred in the intervening time. The same shall apply if, for reasons for which the customer is liable, we are only able to perform a service after a period of four months following order confirmation despite a performance period of less than four months having been agreed upon.
- 4.3. Unless stipulated otherwise in the contract, our claim for payment shall become due, with no deductions, once the goods have been delivered and invoiced or once our services have been performed in full. If we part-deliver our services in definable partial sections, we shall be entitled to make a corresponding part of the payment due for each part.
- 4.4. If it is agreed that the customer may pay in instalments, the outstanding balance becomes due for payment immediately if the buyer either fully defaults or substantially defaults on two instalments, or if the buyer remains in arrears for an amount equal to or exceeding one monthly instalment over a period extending over at least two instalment dates.
- 4.5. As a rule, the works or services we provide are charged on a time cost basis according to the actual time worked – even if a cost estimate is provided in advance of the order – unless a flat-rate charge has been agreed. Units of time and our current hourly rates can be found on our offer or order confirmation. If no hourly rates are shown on the offer or order confirmation, please refer to our current price list instead.
- 4.6. The customer is not entitled to make deductions if these have not been expressly agreed upon.
- 4.7. If the customer is headquartered outside Germany and the contractual agreement with the customer does not provide for delivery against advance payment, we are entitled, even if no specific agreement has been made to this effect, to make our performance contingent on the provision of a documentary letter of credit issued by a bank or savings bank authorised in the European Union, in accordance with the currently applicable Uniform Customs and Practice for Documentary Credits (UCP 500) of the International Chamber of Commerce (ICC) for an amount equal to the gross service price. If we do not request a documentary letter of credit and in the absence of other contractual provisions to the contrary, our claim shall become due once the delivery has been received or once our services have been performed in full. If we make partial deliveries or perform our services in definable partial sections, we shall be entitled to make a corresponding part of the payment due for each partial section and to demand, if necessary, that a documentary letter of credit be provided for each part.
- 4.8. If the customer defaults on payment, they shall be obliged to indemnify us for any damage resulting therefrom, in particular by paying interest at a rate of 9 percentage points above the base rate. If the customer is in arrears for a full or partial payment for more than 60 days, the sum of all outstanding claims shall become due for payment immediately.
- 4.9. Payment by bill of exchange or acceptance is only permitted if explicitly agreed upon, and even then only pending full discharge of the debt. The customer bears any costs incurred in the event of payment by bill of exchange or acceptance, and such costs shall be invoiced separately to the customer.
- 4.10. The customer may only assign claims against us with our prior approval, which we will only refuse for good cause.

Section 5 Extended right of lien

- 5.1. We are entitled to a contractual right of lien pertaining to the customer's objects that have come into our possession in connection with the order.
- 5.2. The contractual right of lien can also be asserted in connection with claims arising from previously performed works, spare parts deliveries and other services, insofar as they relate to the object of the contract. The contractual right of lien only applies to other claims arising from the business relationship if those claims are undisputed or there is a legally binding title and the object of the contract belongs to the customer.

Section 6 Retention of title

- 6.1. Insofar as built-in accessories, spare parts and power units have not become integral components of the object of the order, we retain title thereto until such time as we have received payment in full.

Section 7 Changes during the execution of the works/Change request management

- 7.1. We may agree to make changes to the work, either at the customer's behest or if we choose to do so. Any such agreements must be recorded and signed. Providing that no agreements have been made regarding payment or other contractual provisions, in particular time frames pertaining to the agreed changes, then the changes must be implemented within the framework of the contractual provisions already in effect.

- 7.2. The following shall apply if we do not reach an agreement with the customer regarding the changes that we or they have requested:

The customer is entitled to submit change requests to us until acceptance. Requests for changes must be sent to us in writing. We will consider the change request. We will accept the customer's change requests unless they are impracticable within the scope of our operational capacity. Once we have received a change request from the customer, we will inform the customer, in writing and within 14 days of receipt of the request, whether

- the change request has been accepted and whether it will be implemented in accordance with the current provisions stipulated in the contract.
- the change request affects contractual provisions, including price, performance deadlines, etc. In this case, we will inform the customer of the conditions under which the change can be implemented. The change shall only be implemented if the customer accepts the change to the terms, which we shall notify the customer of, within 14 days of receipt of that notification.
- a comprehensive feasibility assessment of the change shall be conducted. In this case we are entitled to conduct the change feasibility assessment on the condition that the customer remunerates us for the time and effort expended. We are obliged to inform the customer in writing of the time and costs required for the assessment. The assessment order shall only be deemed to have been placed when the customer commissions us, in writing, to carry out the assessment.
- the change request is rejected.

If we do not respond to the change request within 14 days of its receipt the request shall be deemed to have been rejected.

- 7.3. We observe the generally recognised assessment methods and applicable statutory regulations when performing the service.

Section 8 Duty to cooperate

- 8.1. The customer shall – insofar as is necessary based on the nature of the work to be performed – assist us to extent necessary for the development and execution of the work, and shall notify us promptly of all requirements that they must comply with as regards statutory provisions or company regulations. If a work or works cannot be performed at our business premises, the customer shall provide us or our employees with the necessary work equipment (including suitable premises, workstations, screens, tools for ensuring documentation, etc.), as well as electricity and telecommunications lines at the customer's expense for the duration of the work.
- 8.2. Any further duties to cooperate on the part of the customer shall result from any project schedule agreed between the contracting parties.

Section 9 Acceptance

- 9.1. The work will be handed over after completion. If the nature of the work precludes a handover, notification that the work has been completed shall instead be issued. The work is considered to be accepted once it has been completed and handed over, or – where the nature of the works precludes a handover – notification that the work has been completed has been issued. The customer shall accept the completed work within the agreed period of time, or, failing that, within a reasonable period of time, but at the latest within a period of two weeks after handover or – if the nature of the work precludes a handover – once the work has been completed. The acceptance period begins with the written notification we send to the customer to inform them that the work has been completed. The work shall be deemed to have been accepted on expiry of the agreed acceptance period if the customer neither declares their acceptance of the work, either in writing or by e-mail to the following address: info@paravan.de, nor explains to us, in writing, which defects have not yet been remedied. We will draw the customer's attention to the legal consequences of this when we notify them that the work has been completed.
- 9.2. Should a delay in acceptance occur, we may charge the customary local storage fee. The ordered item may also be stored elsewhere if we deem this necessary. The costs and risks of storage shall be borne by the customer.

Section 10 Warranty and liability

- 10.1. We guarantee that the services to be provided are free of defects, unless the defect is minor. The customer shall notify us of insignificant defects; these shall be remedied by us as part of the next repair.
- 10.2. The following applies to the question of when a work performance is defective: In the case of software, the service provided shall be deemed not to be defective insofar as we are able to provide a workaround; in this context, we shall also be entitled to make changes to the configuration of hardware or software if and to the extent that these changes do not consequently impair the operability thereof, either individually or as a whole.
- 10.3. Any claims raised by the customer for subsequent performance resulting from defects in the services provided by us are permissible in accordance with the following provisions:
 - i. The customer shall allow us the requisite time and opportunity to perform the subsequent performance and will, in particular, provide us with the goods in question so that we may inspect them.
 - ii. We are entitled to carry out all necessary remedial works at the customer's premises. We may also fulfil our obligation to rectify defects by providing updates, either with an automatic installation routine, on a standard data carrier, online via remote maintenance or as a download from a homepage, as well as by offering the customer telephone support to solve any installation problems that may arise.
 - iii. In the event that a defect is actually detected, we shall bear the costs necessary for inspecting the items, as well as for the subsequent performance of remedial works; these include, in particular, transport, travel, labour and material costs. Where the customer's request to remedy a defect proves to be unjustified, we may demand that the customer reimburse us for any costs incurred.
 - iv. The following applies to the claim for subsequent performance due to a defect in the work performed by us: If we are unable to remedy the defect and cannot replace the defective item as part of a subsequent delivery, we shall provide the customer with ways of avoiding the defect. Provided that the customer considers this solution to be reasonable, these workarounds shall constitute supplementary performance. Workarounds are temporary means of bypassing an error or malfunction in software, especially when it is not possible to access the source code.
 - v. User documentation will also be adapted if necessary in the event of a rectification.
- 10.4. The liability limitation period for claims arising from defects is 12 months, counting from the acceptance of the respective service.

After this year has elapsed, we may, in particular, refuse to carry out subsequent performance without the customer having any claims against us for reduction, withdrawal or damages. This shortening of the limitation period does not apply to claims for damages other than those for refused subsequent performance, and does not generally apply to claims for fraudulent concealment of the defect.

10.5. The customer may only claim compensation from us:

- i. For damages
 - arising as the result of an intentional or grossly negligent breach of duty or
 - which result from an intentional or grossly negligent breach of obligations by one of our legal representatives, executive employees or vicarious agents which are not fundamental contractual obligations (essential obligations) and are not primary or secondary obligations in connection with defects in our deliveries or services.
- ii. For damages resulting from the intentional or negligent breach of fundamental contractual obligations (essential obligations) on our part or on the part of one of our legal representatives, executive employees or vicarious agents.

Within the meaning of the above subsections (10.5i and 10.5ii), fundamental contractual obligations (essential obligations) are obligations which must be fulfilled in order for the contract to be performed correctly, and which the customer regularly relies on being upheld.

- iii. We are also liable for damages arising from a negligent or intentional breach of duties in connection with defects in our services (duties of subsequent performance or collateral duties) and
- iv. for damages that fall within the scope of protection of a warranty (promise) expressly provided by us or a warranty of condition or durability.
- v. In the event of a breach of a fundamental contractual obligation due to simple negligence, indemnity shall be limited to an amount of compensation typically to be expected and foreseeable for us at the time of the conclusion of the contract, assuming the application of due diligence.
- vi. Claims for damages made by the customer based on the breach of an essential contractual obligation due to simple negligence shall become statute-barred one year after the start of the statutory warranty period. Excluded from this are damages from injury to life, limb or health, as well as damages in cases of fraudulent concealment of a defect.
- vii. Claims against us for damages arising from mandatory statutory liability, for example under the German Product Liability Act (*Produkthaftungsgesetz* – PHG), as well as from injury to life, limb or health, shall remain unaffected by the above provisions outlined in section 10 and shall exist, to the extent allowed under statutory regulations, within the statutory time limits.

Section 11 Confidentiality

- 11.1. During the term of the contract, the customer undertakes not to disclose any information to which it gains access in connection with the contract and which is either designated confidential or which recognisably constitutes a business or trade secret due to other circumstances ("confidential information"), and shall not record such information, nor divulge it to third parties nor exploit it in any way, unless it is expressly approved to do so in advance and in writing or where it is necessary to do so for the fulfilment of the contract. This obligation to maintain confidentiality shall remain in effect for a further five years after the order has been fully completed or terminated.
- 11.2. The obligations set out in section 11.1 shall also apply to business secrets within the meaning of Section 2(1) of the German Trade Secrets Law (*Gesetz zum Schutz von Geschäftsgeheimnissen* – GeschGehG).
- 11.3. The customer commits to prevent third parties from obtaining business secrets within the meaning of Section 2(1) GeschGehG, as well as other confidential information, by implementing suitable measures designed to ensure that the information remains confidential. These measures must at least match the level of due diligence customary in the respective industry, as well as the level of protection implemented by the customer in protecting its own trade secrets of the same category.
- 11.4. This provision does not apply to confidential information:
 - which was already known to the customer before the start of the contractual negotiations or is communicated by third parties as non-confidential information, provided that this does not in turn breach confidentiality obligations,
 - which the customer has developed independently,
 - which is or becomes public knowledge through no fault or action on the part of the customer or
 - which must be disclosed either for legal reasons or due to official demands or court orders.

In the latter case, the customer must inform us immediately before disclosing the information. Should the customer invoke one of the above exceptions, it shall be their responsibility to prove that they have the legal right to do so. Other statutory duties of confidentiality remain unaffected.

- 11.5. The customer is not entitled to obtain trade secrets or other confidential information by observing, inspecting, dismantling or testing a product or object within the meaning of Section 3(1) GeschGehG ("reverse engineering"), unless the product or object has been made available to the public.

Section 12 Board of arbitration (arbitration proceedings)

(Applies only to vehicles with a permissible total weight of no more than 3.5t and not for wheelchairs)

- 12.1. Should disputes arise from an order, we, or with our consent, the customer, may appeal to the competent board of arbitration for the automotive trade or industry. The appeal must be lodged in writing immediately once the point of contention has been ascertained.
- 12.2. The final ruling by the board of arbitration does not prevent either party from seeking legal recourse.
- 12.3. Appealing to the board of arbitration suspends the defects liability period for the duration of the proceedings.
- 12.4. The proceedings before the board of arbitration are governed by its rules of procedure, which the board of arbitration shall provide for the parties on request.
- 12.5. Appeals may not be lodged with the board of arbitration if either party has already sought legal recourse. The board of arbitration ceases its activities if legal action is taken during ongoing arbitration proceedings.
- 12.6. The arbitration procedure is free of charge for the customer.

Section 13 Other provisions: place of performance, place of jurisdiction, language of the contract, severability clause, applicable law

- 13.1. Immediately upon conclusion of the contract, the customer shall provide us with the valid VAT identification number issued to them by a Member State of the European Union. Furthermore, the customer shall always inform us of any changes to their VAT identification number. The customer shall be obliged to indemnify us for any damages resulting from the failure on their part to provide the full, correct VAT identification number, in particular when this results in the loss of tax exemption in the case of intra-Community deliveries pursuant to Sections 4(1b) and 6(a) of the German Value Added Tax Act (*Umsatzsteuergesetz – UstG*). This does not apply if the customer is not responsible for the breach of duty.
- 13.2. The place of performance and exclusive place of jurisdiction for all disputes between the parties arising from the contractual relationship shall be Pfrontstetten-Aichelau. This only applies insofar as the customer is a merchant, a legal entity under public law or a special fund under public law, or if the customer's place of general jurisdiction is either outside of the Federal Republic of Germany or the customer transfers its place of jurisdiction abroad. As an exception to this, we are also entitled to bring claims against the customer at their place of general jurisdiction.

A merchant is any contractor with an entry in the commercial register or which operates a commercial business and requires a commercially oriented business operation. The customer's place of general jurisdiction is deemed to be non-domestic if they are headquartered abroad.
- 13.3. The language of the contract shall be German. If the parties also communicate in another language, the German text shall take precedence, in accordance with the agreement.
- 13.4. Should any provision in these General Terms and Conditions of Works and Services for Contractor Customers or any provision within the scope of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.
- 13.5. All contractual and other legal relationships between ourselves and our customers shall be governed by German law, specifically excluding the application of the UN Sales Convention.