

General Terms and Conditions of Business MOTRAXX ELEKTROGERAETE GmbH

1. General

- 1.1 The following terms and conditions apply exclusively to all offers, deliveries and services of MOTRAXX ELEKTROGERAETE GmbH ('Motraxe'). These are an integral part of all contracts. They also apply to future offers, deliveries and services, even if this is not mentioned separately again.
- 1.2 Contrary terms and conditions of the buyer, even if they are attached to the order or named therein, are only binding for us if we have expressly recognized them in writing.
- 1.3 The General Terms and Conditions apply in the currently valid version. Changes also become effective in ongoing contractual relationships if the contractual partner does not object within 14 working days of being informed. The current version is always available and can be viewed at www.motraxe.com.
- 1.4 In order to comply with the written form specified in these General Terms and Conditions, a one-time transmission via telefax or email is sufficient.

2. Offer and Conclusion of Contract

- 2.1 Our offers are generally subject to change and non-binding unless they contain a specific acceptance period. In this case, they can only be accepted within this period. A contract is only concluded with the written order confirmation from Motraxe. The order confirmation from Motraxe is decisive for the scope of the delivery and the other contractual content.
- 2.2 Drawings, illustrations, dimensions and weights or other performance data are only binding if this has been expressly agreed in writing.
- 2.3 Publications and public statements on the nature of the products purchased from Motraxe require Motraxe express written approval.

3. Price Condition

- 3.1 The prices and price conditions in the order confirmation are decisive in accordance with the applicable Incoterms.
- 3.2 The prices are always net prices without discount and other discounts - plus VAT, if applicable.
- 3.3 Additional deliveries and services will be charged separately.
- 3.4 Unless otherwise agreed, prices are ex works (EXW). The buyer bears all costs for packaging, transport, loading and unloading, transport insurance as well as any customs and other public charges that may be incurred.
- 3.5 In the case of delivery periods of more than 2 months, Motraxe is entitled to increase or reduce the agreed prices accordingly if significant changes in wage, salary, freight, material or raw material costs have occurred after the conclusion of the contract and Motraxe is not responsible for these changes. If a price increase exceeds 10%, the buyer has the right to withdraw from the contract in writing within 2 weeks of notification of the price increase.

4. Delivery Time

- 4.1 Dates for deliveries and services as well as deadlines announced by Motraxe are non-binding unless a fixed deadline or a binding date has been agreed in the written contract.
- 4.3 Motraxe is not liable for impossibility of delivery or for delays in delivery, insofar as these are due to force majeure or other events that were not foreseeable at the time the contract was concluded or that the supplier cannot influence (e.g. effects of the Covid pandemic, operational disruptions of all kinds, difficulties in the material - or energy procurement, transport delays, strikes, war, lawful lockouts, lack of workers, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the non-existent, incorrect or late delivery by suppliers). , for which Motraxe is not responsible. If such events make the delivery or service significantly more difficult or impossible for Motraxe and the hindrance is not only of a temporary nature, Motraxe is entitled to withdraw from the contract. In cases of such temporary obstacles, the binding delivery dates and delivery periods are extended until the obstacles are removed, plus a reasonable start-up period.
- 4.3 Delivery dates and delivery periods are deemed to have been met if shipping is agreed if the shipment is handed over to the forwarding agent, freight carrier or other third party commissioned with the transport or dispatched within the period or, if this is not possible due to circumstances for which the customer is responsible, to the readiness for dispatch has

been indicated to the customer. In the case of deliveries ex works (EXW), the delivery dates and delivery periods are deemed to have been met if the delivery has been picked up by the customer or the customer has been notified that the goods are ready for collection.

- 4.4 Motraxe is entitled any time to provide art deliveries and partial achievements.
- 4.5 If Motraxe is culpably in default, the buyer is entitled, after setting a reasonable grace period, to withdraw from the part of the contract that has not yet been fulfilled. If the delivery time is extended disproportionately or if Motraxe is released from its obligation, the buyer cannot assert any claims for damages as a result. Motraxe can only invoke the circumstances mentioned if the buyer is notified immediately after they become known.

5. Shipping and Passing of Risk

- 5.1 Shipping is at the buyer's risk and expense unless otherwise agreed.
- 5.2 The buyer pays additional express and courier costs, unless otherwise agreed. Motraxe is free to choose the shipping company.
- 5.3 A special insurance against transport risks only takes place with a corresponding agreement.
- 5.4 If shipping, handover or acceptance is delayed as a result of a circumstance for which the customer is responsible, the risk passes to the customer on the day on which the delivery item is ready for shipping, collection or acceptance and Motraxe is aware of this indicated to the buyer.
- 5.5 The buyer bears storage costs after the transfer of risk or during the buyer's delay. In the case of storage by Motraxe, the storage costs amount to 0.5% of the invoice amount for the delivery items to be stored per week that has elapsed. The assertion and proof of further or lower storage costs remain reserved.

6. Payment

- 6.1 The agreed method of payment is decisive.
- 6.2 A payment is only deemed to have been made when Motraxe can dispose of the amount. Checks and bills of exchange are only accepted on account of payment; Bank charges are borne by the buyer. They are due immediately.
- 6.3 In the event of late payment, interest will be charged at a rate of 9 percentage points above the base rate, but at least 10%.
- 6.4 If Motraxe becomes aware of circumstances that call into question the buyer's creditworthiness, in particular if a check is not cashed, payments are suspended or other circumstances become known that call into question the buyer's creditworthiness, Motraxe is entitled in this case to demand advance payments or security deposits.
- 6.5 The buyer is only entitled to offset or withhold the purchase price if the counterclaims have been legally established or are undisputed between the parties.

7. Retention of Title

- 7.1 All deliveries and achievements occur according to §449 German Civil Code of all-monies clause (with extended retention of title).
- 7.2 The objects of the deliveries (reserved goods) remain the property of Motraxe until all Motraxe claims against the buyer from the business relationship have been fulfilled. Insofar as the value of all security rights to which Motraxe is entitled exceeds the amount of all secured claims by more than 20%, Motraxe will release a corresponding part of the security rights at the request of the buyer.
- 7.3 During the existence of the retention of title, the buyer is prohibited from pledging or transferring ownership and resale is only permitted to resellers in the ordinary course of business and only under the condition that the reseller receives payment from his customer or makes the proviso that ownership is only transferred to the customer if he has completely fulfilled his payment obligations.
- 7.4.1 If the buyer resells goods subject to retention of title, he already assigns to Motraxe his future claims from the resale against his customers with all ancillary rights - including any balance claims - as security, without the need for any later special declarations. If the goods subject to retention of title are resold together with other items without an individual price having been agreed for the goods subject to retention of title, the buyer assigns to Motraxe that part of the total price claim that corresponds to the

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price invoiced by Motraxx for the goods subject to retention of title.

- 7.4.2 If a legitimate interest can be substantiated, the buyer must provide Motraxx with the information required to assert its rights against the customer and hand over the necessary documents.
- 7.4.3 The buyer is entitled to collect the assigned claims from the resale until further notice. If there is an important reason, in particular default in payment, cessation of payments, opening of insolvency proceedings (bankruptcy, settlement, general enforcement), protest of a bill of exchange or if there are comparable justified indications that suggest the buyer's inability to pay, Motraxx is entitled to use the buyer's authority to collect to revoke. In addition, Motraxx can disclose the assignment by way of security, realize the assigned claims and demand the disclosure of the assignment by the buyer to the customer after threatening to disclose the assignment by way of security or the realization of the assigned claims within a reasonable period of time.
- 7.5.1 The buyer is permitted to process, transform or combine the reserved goods with other items. The processing takes place for the supplier. The customer keeps the new item for Motraxx with the diligence of a prudent businessman. The processed, transformed or connected item is considered reserved goods.
- 7.5.2 In the event of processing, transformation or connection with other items that do not belong to Motraxx, Motraxx shall be entitled to co-ownership of the new item in the amount of the proportion of the value of the processed, transformed or connected reserved goods to the value of the other processed goods at the time of processing, transformation or combination results. If the buyer acquires sole ownership of the new item, Motraxx and the buyer agree that the buyer Motraxx has co-ownership of the new item created through processing, transformation or connection in proportion to the value of the processed, transformed or connected goods at the time of processing, transformation or association.
- 7.5.3 In the event of the sale of the new item, the buyer hereby assigns to Motraxx his claim from the resale against the customer with all ancillary rights as security, without the need for any further special declarations. However, the assignment only applies to the amount that corresponds to the value of the processed, transformed or connected reserved goods invoiced by Motraxx. The portion of the claim assigned to Motraxx must be satisfied with priority. Number 7.4.3 applies with regard to the direct debit authorization and the requirements for its revocation, accordingly.
- 7.5.4 If the buyer connects the goods subject to retention of title to real estate or movables, the buyer, without the need for further special declarations, also assigns his claim to which he is entitled as remuneration for the connection, with all ancillary rights, as security in the amount of the ratio of the value of the connected goods. Were starting at the time of connection to Motraxx.
- 7.6 In the event of seizure, confiscation or other dispositions or interventions by third parties, the buyer must notify Motraxx immediately.
- 7.7 In the event of a breach of duty by the buyer, in particular in the event of default in payment, Motraxx is entitled to withdraw and to take back the goods. The buyer is obliged to surrender. The taking back or the assertion of the retention of title or the seizure of the delivery item by Motraxx does not require the buyer to withdraw. These actions or a seizure of the reserved goods by Motraxx does not constitute a withdrawal from the contract unless Motraxx has expressly declared this. After prior warning, Motraxx is entitled to utilize the returned goods subject to retention of title and to satisfy itself from the proceeds of these, offsetting the open claims.

8. Material Defect Liability / Complaints / Returns

- 8.1 The buyer can only assert any rights due to material defects if he has properly complied with his obligations to examine and complain about the delivered goods in accordance with Section 377 of the German Commercial Code. Motraxx must be notified of the defect in writing within one week of receipt of the goods. The levying of corresponding objections is excluded if the purchased item has already been processed, installed or mixed.
- 8.2 In the case of justified complaints, we will, at our discretion, repair, redeliver or provide new services free of charge,

provided that this is known and recognized within the limitation period.

- 8.2.1 Material defect claims come under the statute of limitations in 12 months.
- 8.2.2 In the event of the elimination of the material defect, Motraxx is obliged to bear all expenses necessary for the purpose of eliminating the defect, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the purchased item has been taken to a location other than the place of performance.
- 8.3 If the remedy of the defect fails, or if Motraxx is not willing or able to remedy the defect or deliver a replacement, or if this is delayed beyond a reasonable period of time for reasons for which Motraxx is responsible, the buyer is entitled to withdraw from the contract or request a reduction in the purchase price.
- 8.4 Statutory rights of recourse of the buyer against Motraxx exist only insofar as Motraxx has not made any agreements with its buyer that go beyond the statutory claims for defects.
- 8.5 In particular, no liability for material defects is assumed in the following cases: Unsuitable or improper use, incorrect assembly or commissioning by the buyer or third parties, natural wear and tear, incorrect or negligent handling, unsuitable operating resources and chemical, electrochemical or electrical influences, unless the buyer can prove that the defect already existed at the time of the transfer of risk and was not due to the above-mentioned circumstances.
- 8.6 If the customer or a third party makes improper improvements, we are not liable for the resulting consequences. The same applies to changes made to the delivery item without our prior written consent.
- 8.7 Claims for damages by the buyer, regardless of the legal reason, in particular due to breach of obligations arising from the contractual relationship and tortious acts, are excluded.
- 8.8 This does not apply if e. g. B. according to the Product Liability Act, in cases of intent, gross negligence, due to injury to life, limb or health or the violation of essential contractual obligations.
- 8.9 However, compensation for breach of essential contractual obligations is limited to the foreseeable damage that is typical for the contract, unless there is intent or gross negligence or liability for injury to life, limb or health.

9. Applicable Law / Place of Fulfilment / Jurisdiction

- 9.1 The law of the Federal Republic of Germany applies to these terms and conditions and the entire legal relationship between Motraxx and the buyer.
- 9.2 German law applies exclusively to business transactions with foreign customers. International purchase law conventions do not apply.
- 9.3 Place of fulfilment for all payments is the respective place of business of Motraxx.
- 9.4 The exclusive place of jurisdiction for all disputes in connection with delivery and service based on these General Terms and Conditions of Business and Delivery is Nuremberg.
- 9.5 However, Motraxx is also entitled to take legal action at the buyer's registered office.

10. Non Disclosure Agreement

Both the customer and the supplier are obliged to treat all confidential information that has become known to them during the execution of this contract and in the run-up to the contract negotiations as strictly confidential. You may not pass on any of this confidential information to third parties or otherwise make it accessible, unless this information is generally accessible.

11. Final Regulation

Should any provision of these terms and conditions of business and delivery be or become invalid, void or become void, the validity of the remaining provisions shall not be affected. In place of the invalid/void provision, the parties shall make a provision that comes as close as possible to the purpose intended by the invalid/void provision.