

**General Terms and Conditions of Sale, Delivery, Service and Payment
(hereinafter “GTC”)
of Haberl Electronic GmbH & Co. KG
(hereinafter “HABERL ELECTRONIC”)**

1. Scope of Application

- 1.1 These General Terms and Conditions govern any and all transactions with our customers which relate to the sale and delivery of goods, the development of special vehicles, the repair or maintenance of devices or software or other services (hereinafter referred to as “Products”) on the part of HABERL ELECTRONIC.
- 1.2 We do not accept any conflicting, supplementary contractual terms of customer which deviate from these GTC. That shall apply even if HABERL ELECTRONIC performs the transaction with their customers without reservations, in full knowledge of conflicting conditions of customer or of conditions deviating herefrom.
- 1.3 Any regulations deviating from these GTC shall, in exceptional cases, only apply if such were explicitly confirmed by HABERL ELECTRONIC, in writing.
- 1.4 In the context of an ongoing business relationship, these GTC shall apply, after their initial effective inclusion, even if we do not refer to them explicitly in subsequent transactions.

2. Offer and Conclusion of the Agreement

- 2.1 Offers of HABERL ELECTRONIC are generally non-binding, unless otherwise specified on the relevant offer. HABERL ELECTRONIC reserves the right to correct any errors in calculation or printing. Our employees are not authorised to conclude oral side agreements or to make assurances which exceed the contents of the written agreement.
- 2.2 The offer will be valid for 30 days, unless otherwise agreed in writing.
- 2.3 In the purchase order, customer declares bindingly to place the relevant order. Agreements with HABERL ELECTRONIC will only take legal effect after a written declaration of acceptance by HABERL ELECTRONIC or if HABERL ELECTRONIC commences performing such orders. The same shall apply to changes of orders or supplements to orders.

- 2.4 Subsequent changes of the subject matter of the agreement and any uncertainties regarding the services of HABERL ELECTRONIC (for example uncertainties regarding the specifications, etc.) shall be at the customer's expense. Insofar as extra costs arise due to such changes or uncertainties, HABERL ELECTRONIC shall notify them and they shall then be paid separately by customer, unless explicitly otherwise agreed.
- 2.5 In case the parties cannot agree on changes or uncertainties, HABERL ELECTRONIC shall be entitled to cancel the order. In this case, customer shall make full payment for any activities / deliveries that have already been made by HABERL ELECTRONIC. Any claim for damages toward HABERL ELECTRONIC shall in this case be excluded, unless otherwise agreed.
- 2.6 Insofar as HABERL ELECTRONIC renders development services, the contents of the order, of the order confirmation, the product description and the specification and specification sheets (documentation) shall be decisive exclusively. The product description contained in the documentation shall be decisive for the quality of the development service rendered by HABERL ELECTRONIC. HABERL ELECTRONIC shall not owe any quality exceeding it. Guarantees will explicitly not be accepted on the basis of the product description. Any guarantee requires an explicit written confirmation by HABERL ELECTRONIC.
- 2.7 If samplings are necessary, extra inquiries must be made for such. HABERL ELECTRONIC will then prepare an extra offer for such for the customer. Samplings will be made only on the basis of customer inquiries. Changes require a new inquiry and a new offer.

3. Offer Documents and Plans

- 3.1 HABERL ELECTRONIC reserves the rights to their offer documents and the documents submitted in the context of the contractual relationship. HABERL ELECTRONIC reserves the title and copyrights, in particular, to design drawings, samples, cost estimates and similar company objects of a tangible or intangible type. They shall be kept in strict confidence. They shall not be disclosed to any third parties, without HABERL ELECTRONIC's consent. In case of a violation of these duties, the customer will be fully liable pursuant to the statutory provisions.
- 3.2 Customer recognises the rights of HABERL ELECTRONIC and will not reproduce the documents, in full or in part, make them available to any third parties or use them for other purposes than those for which they were provided, unless they have obtained a prior written consent from HABERL ELECTRONIC.

4. Delivery and Transfer of Risk

- 4.1 Dates and deadlines specified by HABERL ELECTRONIC (for instance delivery periods and delivery dates) are non-binding, unless they were confirmed in writing and were explicitly indicated as being a fixed date. The delivery period will commence upon sending of the order confirmation, but not before customer submitted any documents, approvals, releases to be provided by customer, as well as prior to the receipt of an agreed down-payment and clarification of all technical questions.
- 4.2 HABERL ELECTRONIC shall be permitted to make partial deliveries and/or partial services. HABERL ELECTRONIC shall be entitled to make extra or reduced deliveries of up to 5 % of the ordered quantity. The agreed price will be adjusted accordingly.
- 4.3 Insofar as any services of HABERL ELECTRONIC to customer depend on the delivery of HABERL ELECTRONIC by third parties, HABERL ELECTRONIC shall be authorised to withdraw from the agreement, unless they were responsible for the non-delivery or for the incorrect or untimely delivery by their suppliers.
- 4.4 Delivery and shipment of objects are made for the customer's account and at the customer's risk. The risk will be transferred to customer, as soon as the goods leave the warehouse of HABERL ELECTRONIC. For vehicles, the transfer of risk shall be made when the vehicle is moved by the carrier.
- 4.5 HABERL ELECTRONIC will not be responsible for securing the load of deliveries and supplies.

5. Remuneration, Prices, Maturity and Payment Terms

- 5.1 All prices are generally governed by the Incoterm EXW ex warehouse of HABERL ELECTRONIC and apply plus the value-added tax at the legal rate applicable on the date of delivery. Any costs for packaging, insurance, freight and other ancillary charges shall be borne by customer. Prices quoted by HABERL ELECTRONIC shall be subject to change, unless they were explicitly confirmed as being fixed.
- 5.2 Invoices shall be due immediately, net, and within 14 days from receipt by customer, unless otherwise agreed in writing. Insofar as an acceptance is necessary, it shall be made immediately by customer.

- 5.3 If no explicit acceptance has been made within 10 days after delivery, the acceptance shall be deemed to be given irrevocably, unless essential defects exist.
- 5.4 If customer defaults toward HABERL ELECTRONIC or any affiliated company of HABERL ELECTRONIC or if HABERL ELECTRONIC has justified doubts about the customer's willingness or ability to pay, all open invoices will be due immediately. HABERL ELECTRONIC shall be authorised to make other services dependent on advance payment or to make deliveries against cash on delivery.
- 5.5 If changes of the price bases arise on a date of delivery which is four months after the conclusion of the agreement (e.g. price increases in raw material costs, costs of material, wage costs, transport or storage costs), we reserve the right to adequately increase the price after having informed the buyer. Price increases can only be asserted by us within two months after occurrence of the price increases mentioned above. The individual cost elements and their increase must be weighed adequately in the creation of the new price. If individual cost elements rise, but others fall, that shall also be taken into account in the creation of the new price.
- 5.6 Customers shall make their payment in euro, cash-less by electronic transfer to the account specified by HABERL ELECTRONIC, without deduction of discounts, expenses, taxes and charges of any type. Bank charges shall, in particular, be borne by customer.
- 5.7 Insofar as customer is not obliged to make advance payments pursuant to the above provisions, HABERL ELECTRONIC shall have the right, at their own discretion, to request the customer to make a down-payment of up to 50 % of the order value, insofar as the order value exceeds EUR 25,000.00, net. Customer shall, insofar, be obliged to make this advance payment. The down-payment shall be due within 14 days, net, after receipt of the relevant invoice from HABERL ELECTRONIC.
- 5.8 Non-compliance with payment terms, delay or circumstances suited to reduce the buyer's creditworthiness will result in an immediately maturity of all claims.

6. Prohibition of Set-off and Assignment, Subcontractors

- 6.1 Customer shall not be entitled to offsetting or to exercise of a right of retention, unless they have a recognised, undisputed claim which was found to be effective by a court.
- 6.2 Any assignment of rights of customer under the contractual relationships with HABERL ELECTRONIC shall require the prior consent of HABERL ELECTRONIC to be effective. That shall not apply, insofar as Sec. 354 a of the *HGB* [German Commercial Code] applies.

- 6.3 HABERL ELECTRONIC shall be entitled to engage third parties (sub-contractors) to fulfil their contractual duties.

7. Retention of Title

- 7.1 The goods shall remain the property of HABERL ELECTRONIC until they were paid in full. In transactions with entrepreneurs, HABERL ELECTRONIC reserves the title in any and all delivered goods until customer paid all current and future claims arising from the business relationship. The retention of title comprises also spare parts or exchange parts such as e.g. engines, control devices, etc. even if they are installed, since they will not become essential components as defined in Sec. 93 of the *BGB* [German Civil Code]. Upon performance of the cheque/bill process, the retention of title will also continue to apply after the cheque payment, until we are released from the responsibility for the bill. In case of a current account relationship (business relation), HABERL ELECTRONIC will retain the title until receipt of all payments under the existing current account relationship; the retention relates to the recognised balance; in these cases, the provisions of this Art. 7 shall apply, mutatis mutandis.
- 7.2 In case of any conduct on the part of customer in violation of the agreement, in particular in case of any payment delay, HABERL ELECTRONIC shall be entitled to take the goods back, after having been granted a grace period which expired without success. The mere take-back shall not constitute a withdrawal from the agreement, unless a reasonable period granted for fulfilling the performance has passed without success and the withdrawal was explicitly declared. Any costs (in particular transport costs) incurred by HABERL ELECTRONIC due to the take-back shall be borne by customer. Furthermore, HABERL ELECTRONIC shall be entitled to prohibit the customer to make any re-sell or processing, joining or mixing of the goods delivered under retention of title and to revoke the direct debit authorisation (Art. 7 of the agreement). Customer may only request the delivery of any goods taken back without any explicit declaration of withdrawal, after full payment of the purchase price and all costs.
- 7.3 Customer shall be obliged to treat the goods with care (incl. any necessary inspection and maintenance work).
- 7.4 Customer must neither pledge nor provide as collateral or assign the deliverable and the claims replacing it. Customer shall immediately notify HABERL ELECTRONIC, in writing, in case of pledges or other interventions of third parties.
- 7.5 Customer shall be entitled to resell, process or mix the object of purchase in their ordinary course of business; but they shall assign to HABERL ELECTRONIC, as of now, all claims from the resale, processing, mixing or from other legal reasons (in particular

from insurances or tort) in the final amount of the invoice agreed with HABERL ELECTRONIC (incl. value added tax), and all ancillary rights. If the delivered goods are held in co-ownership due to the retention of title, the claims will be assigned in proportion of the co-ownership shares. If the delivered goods are sold together with goods of third parties, which are not owned by customer, the arising claims will be assigned to HABERL ELECTRONIC in the proportion of the final amount of the invoice of the goods to the final amount of the invoice of the third-party goods. If the assigned claims are included in an ongoing invoice, customer assigns to HABERL ELECTRONIC, as of now, a relevant part of the balance (including the final balance) from the current account; if interim balances are made and if it was agreed that they will be carried forward, the claim for the next balance to which we are entitled in the interim balance according to the above regulations, shall be treated as if it was assigned to HABERL ELECTRONIC. Customer shall remain authorised to collect the claim, even after its assignment, where the authorisation of HABERL ELECTRONIC to collect this claim themselves, shall remain unaffected. HABERL ELECTRONIC undertakes, however, to not collect the claim, for as long as the customer meets their payment obligations from the proceeds received, is not in default of payment, if no request for initiation of any insolvency proceedings was made or if the payments were ceased. But, if that is the case, customer shall notify HABERL ELECTRONIC, at request, about the assigned claims and the debtors, provide all data necessary for making the collection, provide the associated documents and notify the debtor (third-party) about the assignment. That shall also apply if the customer resells, processes or mixes the object of purchase in violation of the agreement.

- 7.6 The retention of title extends also the goods arising from the processing or transformation of the goods at their full value, where these processes will be made for HABERL ELECTRONIC so that HABERL ELECTRONIC will be deemed as manufacturer. If the processing or transformation is made together with other goods, which are not owned by HABERL ELECTRONIC, HABERL ELECTRONIC will acquire co-ownership in proportion to the objective values of these goods; it is agreed, already as of now, that the customer will, in this case, store the goods carefully for HABERL ELECTRONIC. If goods subject to retention of title are combined or indivisibly mixed with other moveable assets to one uniform object and if the other object is to be considered the main object, the customer transfers to HABERL ELECTRONIC co-ownership, on a pro-rated basis, insofar as the main object is owned by them; the customer will store the arising (co-)ownership for HABERL ELECTRONIC. The provisions applicable to objects delivered under retention of title shall apply also to the objects arising from such.
- 7.7 Customer will assign to HABERL ELECTRONIC also the claims which arise against a third party from combining the deliverables with a land plot to secure the claims of HABERL ELECTRONIC against them. The assignment is made with a rank superior to the remainder.

- 7.8 Any collateral to which HABERL ELECTRONIC is entitled will not be recorded insofar as the estimated value of the collateral exceeds the nominal value of the claims to be secured by 50 %; HABERL ELECTRONIC shall decide which collateral will be released.
- 7.9 Insofar as the applicability of the retention of title is bound to certain preconditions or to special form requirements in the country of destination, the customer shall ensure that such be complied with.

8. Warranty

- 8.1 The following shall apply, insofar as the preparation of a work was agreed between HABERL ELECTRONIC and the customer, so that the statutory provisions on contracts for work and service apply:
HABERL ELECTRONIC warrants that the delivered goods will be free of manufacturing defects if such are used for their intended purpose and according to the agreement. If a justified defect still arises, HABERL ELECTRONIC shall, at their choice, be entitled to a repair of the defective object or to replacement delivery. If the repair fails finally, customer may assert the statutory rights. Art. 9 shall apply to any claims for damages.
- 8.2 Customer shall notify HABERL ELECTRONIC in writing about any obvious defects immediately, however no later than within 5 business days after receipt of the delivery. Other defects which cannot be discovered even during a careful inspection within this period, shall be notified to HABERL ELECTRONIC, in writing, immediately after their discovery. In case of a mutual commercial transactions, Sec. 377 of the HGB shall apply.
- 8.3 The following shall apply, insofar as the services of HABERL ELECTRONIC are governed by service contract law:
Insofar as the services rendered by HABERL ELECTRONIC are defective, HABERL ELECTRONIC shall initially be entitled and obliged to a repair. If such repair fails finally, customer shall be entitled to claim damages pursuant to Art. 9.
- 8.4 The warranty excludes damage caused by natural wear, defective maintenance (unless HABERL ELECTRONIC accepted the maintenance under an agreement), disregard for instructions, excessive use, defective construction and assembly work by third parties, defective operation and other causes not attributable to HABERL ELECTRONIC.
- 8.5 The warranty will be cancelled if customer or third-parties make changes or repairs to services of HABERL ELECTRONIC without HABERL ELECTRONIC's prior written consent, unless customer may provide documents evidencing that the defect was not caused thereby.

- 8.6 Claims of customer for material or legal defects will become statute barred at the expiry of 12 months after the acceptance of the work or of becoming aware of defects in the rendering of the services, insofar as customer is an entrepreneur and unless mandatory legal provisions to the contrary exist.
- 8.7 Complaints regarding components can be accepted only after the defective components were returned and analysed by HABERL ELECTRONIC, insofar as HABERL ELECTRONIC is demonstrably culpable for such, unless otherwise agreed in writing. If HABERL ELECTRONIC is not responsible for such or if the components are not returned to HABERL ELECTRONIC for analysis, no costs will be borne.

9. Liability

- 9.1 Customer's statutory right of withdrawal shall neither be excluded nor restricted - except in the cases set out in Art. 8. Likewise, any statutory or contractual rights and claims of HABERL ELECTRONIC should neither be excluded nor restricted.
- 9.2 HABERL ELECTRONIC shall be liable, without restriction, only in cases of intent and gross negligence (also caused by their legal representatives and vicarious agents) and for the injury of life, body and health. Likewise, HABERL ELECTRONIC shall be liable without restriction if they give guarantees and assurances and if any defect contained therein will trigger the liability of HABERL ELECTRONIC. No restriction shall apply also regarding the liability resulting from hazardous circumstances (in particular under the product liability act). Any liability under the principles of recourse of the entrepreneur pursuant to Sections 478 et seq. of the BGB shall remain unaffected.
- 9.3 In case of any other culpable violation of essential contractual duties (cardinal duties, see para. (8) sentence 2), the remaining liability shall be limited to the foreseeable damage typical for the agreement.
- 9.4 Otherwise, the liability - regardless of the legal reason (in particular claims from the injury of contractual main duties and ancillary duties, tort and other tortious liability) - shall be excluded.
- 9.5 The same shall apply (exclusions, restrictions and exemptions of such) to claims for negligence in contracting.
- 9.6 Art. 9 shall apply, mutatis mutandis, in the case of a reimbursement of expenses (apart from that under Sections 439 II, 635 II of the BGB).

- 9.7 Any exclusion or restriction of the liability shall also apply to the legal representatives and vicarious agents of HABERL ELECTRONIC.
- 9.8 A reversal of the burden of proof is not the purpose thereof. Cardinal duties shall mean essential contractual duties, i.e. those duties which give the agreement its character, and on which the contract partner may rely; these are therefore essential rights and duties creating the preconditions for the performance of the agreement and which are indispensable for achieving the purpose of the agreement.

10. Business Secrets

HABERL ELECTRONIC warrants that all business secrets of customer as well as all information classified by principal as confidential shall be kept in strict confidence. In return, customer undertakes to treat as business secrets all information on methods and procedures of HABERL ELECTRONIC and to keep them in confidence.

11. Scope of Services for Maintenance and/or Repair of Hardware

- 11.1 The regulations below apply in addition to the general regulations, insofar as an agreement on the maintenance and/or repair of hardware was concluded between HABERL ELECTRONIC and the customer.
- 11.2 HABERL ELECTRONIC will, depending on the individual contractual agreement, perform the preventive services (servicing) and/or repairs necessary for maintaining the operability of the hardware to be maintained or provide replacement to eliminate any faults which occurred (repair), hereinafter referred to as maintenance services.
- 11.3 For the performance of the maintenance services, HABERL ELECTRONIC may exchange defective parts or defective systems and install technical changes. Any wear, tear or replacement parts that are used shall either be new or equivalent to new parts in their usability. The costs for such parts shall be paid separately by the customer, unless explicitly otherwise agreed in writing. Technical changes must be agreed with customer in advance. Data stored on parts or systems that are exchanged or taken back will immediately be deleted by HABERL ELECTRONIC. If that proves impossible, HABERL ELECTRONIC will render these parts completely unusable. The disposal of exchanged replacement parts shall be paid separately by customer, unless explicitly otherwise agreed.
- 11.4 These maintenance services do not include services in connection with the exchange of wear and tear parts. If these services are rendered by HABERL ELECTRONIC at

customer's request, they will be invoiced to customer separately, according to the prices prevailing at HABERL ELECTRONIC at the relevant time.

- 11.5 These repair services do not include faults at the hardware which are caused by an improper use of the hardware (e.g. non-observance of the relevant user manual), changes of the hardware by customer or by third-parties engaged by them or by other circumstances attributable to customer.
- 11.6 The performance of the maintenance shall be subject to the reservation that HABERL ELECTRONIC will receive deliveries from their pre-supplier in due time and in line with the agreement.
- 11.7 HABERL ELECTRONIC shall be entitled to render the services by sub-contracting them to any third-party (sub-contractor). HABERL ELECTRONIC shall be liable for the services rendered by sub-contractors like for their own activities.
- 11.8 Servicing work will be performed during the usual business hours of HABERL ELECTRONIC.
- 11.9 Place of performance for the maintenance of customer's hardware shall be at the agreed place of business of customer and the place of installation specified there.
- 11.10 Customer shall inform HABERL ELECTRONIC, in writing, of any relocation of the hardware to any other than the agreed place of performance, no later than two months in advance. In this case, HABERL ELECTRONIC will continue the maintenance, unless that is connected with higher costs. If the relocation affects the expense for rendering the services, HABERL ELECTRONIC shall be entitled to request the payment of an adequate fee adapted to the changed conditions.
- 11.11 Only the hardware that was explicitly included in the maintenance agreement will generally be the subject matter of the maintenance agreement. Any procurement of replacements shall not be part of the maintenance agreement, unless the replacement was procured through HABERL ELECTRONIC.

12. Scope of Services for the Development and/or Maintenance of Software

12.1 Type and scope of the mutual services in the development and maintenance of software will be regulated by the following contractual agreements:

- a. Specification;
- b. these General Terms and Conditions;
- c. generally applied guidelines and technical standards.

In case of disputes, the contractual agreements shall apply in the above order.

12.2 Insofar as HABERL ELECTRONIC prepared a software for the customer, HABERL ELECTRONIC will eliminate any defects in the programs or program documentation. The programs shall render the services specified in the specifications if such are used in compliance with the agreement. Insofar as HABERL ELECTRONIC is not the licensor of the customer's existing software, customer and HABERL ELECTRONIC will, prior to the commencement of the agreement, specify the state of the software in form of a status report which will form the basis for the subsequent determination of any defect.

12.3 Insofar as agreed in the agreement, HABERL ELECTRONIC will provide customer with certain new statuses of the software to keep it up to date and to prevent faults. For that purpose, HABERL ELECTRONIC will provide customer with updates of the software with technical modifications and improvements and small functional expansions and improvements. Furthermore, HABERL ELECTRONIC will provide customer with patches containing corrections of the software and other work-arounds for possible faults.

12.4 The scope of services does not include the provision of upgrades containing essential functional expansions and necessary changes based on legal provisions which can only be realised by a partial or complete re-programming of the software to be maintained. In this case, HABERL ELECTRONIC may request an adequate additional payment after a prior written announcement. If customer fails to give their consent to such, in writing, HABERL ELECTRONIC may terminate the agreement for cause or exclude the affected software from the agreement.

12.5 Insofar as HABERL ELECTRONIC provides customer with open-source software in the context of the service rendering, HABERL ELECTRONIC shall not be understood as the licensor of this used software. The contract partner shall, in this case, comply with the relevant licensing conditions of third-parties, if any.

12.6 HABERL ELECTRONIC will provide the license for using the developed software only insofar as that is necessary to use the software for the contractually agreed purpose.

- 12.7 HABERL ELECTRONIC shall be entitled to have the services rendered by sub-contractors to third-parties (sub-contractors). HABERL ELECTRONIC will be liable for the services rendered by sub-contractors as they are for their own activities.
- 12.8 HABERL ELECTRONIC or any sub-contractor engaged by them will render the services agreed in the specification in countries of the European Union, unless otherwise regulated. HABERL ELECTRONIC or any sub-contractor engaged by them may also relocate the place of service performance to countries outside of the European Union, at their own discretion, unless that results in significant disadvantages for customer.
- 12.9 HABERL ELECTRONIC will not provide customer with the source code to the developed software, unless explicitly otherwise agreed. It shall remain the property of HABERL ELECTRONIC.

13. Data Protection Clause

Personal data arising from the agreement shall only be used for the purpose of performing the agreement, for supporting customers, for market and opinion research and for own advertising activities. Any personal data of customer which arise during the contractual relationship or which are necessary for performing the agreement will, insofar, be stored by HABERL ELECTRONIC. Data will also be transmitted to other companies which HABERL ELECTRONIC engaged for the performance of the agreement or of parts thereof, as permitted by law, insofar as that is necessary for performing the agreement.

14. Place of Jurisdiction, Applicable Law

- 14.1 If the customer is a merchant or a legal person under public law, the place of fulfilment shall be at our registered office in Arnstorf, Germany.
- 14.2 The legal relationship shall solely be governed by the substantive law of the Federal Republic of Germany to the exclusion of the international private law and the UN Convention on Contracts for the International Sale of Goods.
- 14.3 Place of jurisdiction shall be at our place of business, insofar as buyer is also a merchant, a legal person under public law or a special fund under public law. The same shall apply, if they have no general place of business in Germany or if they relocate their registered office to a foreign country after the conclusion of the agreement or if their registered office is unknown at the time when the action is brought. We shall be entitled to sue the customer also at any other permitted place of jurisdiction.

15. Severability

If individual provisions of the agreement with the customer, including of these Terms and Conditions are or become ineffective, in full or in part, the other provisions shall remain in full force and effect. The fully or partially ineffective provision shall be replaced by a provision the economic success of which comes as close as possible to the ineffective provision. The same shall apply, mutatis mutandis, if a loophole is detected during the performance of the agreement or if a regulation has lost its sense or enforceability due to a change in the situation.