

**General Terms and Conditions (GTC)
of WIHAG Fahrzeugbausysteme GmbH
Herforder Straße 22, 33602 Bielefeld, Germany**

1. Scope

(1) These General Terms and Conditions (GTC) shall apply to all business relations between us, WIHAG Fahrzeugbausysteme GmbH, Herforder Straße 22, 33602 Bielefeld, Germany, and our business partners, provided that the business partners are entrepreneurs (Section 14 of the German Civil Code), legal entities under public law or special funds under public law.

(2) The GTC apply in particular to contracts for the sale and/or delivery of movable goods, regardless of whether we manufacture the goods ourselves or purchase them from suppliers.

(3) These GTC shall also apply to all future business transactions with you, insofar as they are legal transactions of the same kind.

(4) Our GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of business on your part shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example, even if you refer to your own GTC in the context of the order and we do not expressly object to this.

(5) Custom agreements made with you in individual cases (including subsidiary agreements, supplements and amendments) shall in any case take precedence over these GTC.

2. Conclusion of contract

(1) The offers submitted by us are subject to change.

(2) You must point out obvious errors (e.g., spelling and calculation errors) and incompleteness of the offer to us for the purpose of correction or completion.

(3) The offer becomes binding only after written confirmation of the order placed by you.

3. Prices

(1) Prices are quoted in Euros. The applicable value added tax is added to these.

(2) If our own production costs change, in particular due to price adjustments at our suppliers or due to changes in wage rates, we shall be entitled to change the prices agreed with you for the goods not yet delivered within the same scope, i.e., to increase or reduce them. The right to increase shall not apply if we are in default of fulfilment.

4. Place of fulfilment, shipping, packaging, transfer of risk, part delivery

(1) Our deliveries shall be made at our discretion and using the shipping method selected by us ex Bielefeld or Stadtilm or ex manufacturer's works. This is also the place of fulfilment for the delivery and any subsequent fulfilment.

(2) We reserve the right to pack the goods in a manner customary in the industry and to use appropriate means of transport, tools and aids. We charge for packaging, shipping, means of transport and other tools and aids at cost price.

(3) The risk of accidental loss and accidental deterioration of the goods shall pass to you upon handover at the latest. However, in the case of sale by delivery to a place other than the place of fulfilment, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass upon delivery of the goods to the forwarding agent, the carrier or any other person or organization designated to carry out the shipment. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply to an agreed acceptance, accordingly. The handover or acceptance is the same if you are in default of acceptance.

(4) Para. 3 shall also apply if carriage-paid delivery has been agreed.

(5) Store your documentation and travel at your own risk.

(6) Partial shipments that are convenient for you are permissible.

(7) Insurance for storage and shipping of the ordered goods and your documentation will only be taken out against written acceptance of an appropriate obligation by us. The costs incurred for the insurance are to be borne by you.

(8) If you are in default of acceptance, if you fail to cooperate or if our delivery is delayed for other reasons for which you are responsible, we shall be entitled to demand compensation for the resulting damages, including additional expenses (e.g., storage costs). In this case, we charge a lump-sum compensation of 0.5% of the offer price per calendar week, starting with the delivery deadline or with the notification of readiness for shipment of the goods, but not exceeding a total of 5% of the offer price in the event of final non-acceptance. The proof of greater damage and our legal entitlements (in particular reimbursement for additional expenses, reasonable compensation, termination, damages) remain unaffected. However, the claim for compensation shall be set off against any further claims. You shall be entitled to prove that we have suffered no damage at all or only significantly less damage.

5. Delivery dates, delivery periods, faults

(1) Delivery times are agreed individually. If a delivery period has been agreed or is required, the cited delivery dates shall be deemed non-binding unless they have been expressly confirmed by us in writing as a "binding delivery date".

(2) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the deliverables), we will inform you of this immediately and at the same time inform you of the expected new delivery date. If the products and services are also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by you. Non-availability of the service shall be deemed to exist, for example, in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obligated to procure in a specific case.

(3) The commencement of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by you is required. If we are in default of delivery, you may demand lump-sum compensation for the damages caused by the delay. The lump-sum compensation shall amount to 0.5% of the delivery value of the delayed goods for each full calendar week of delay, but not more than a total of 5% of the delivery value of the delayed goods. We reserve the right to prove that you have not incurred any damages or that the damages are significantly less than the aforementioned lump sum.

(4) Your rights according to No. 7 et seq. of these GTC and our statutory rights, in particular in the event of an exclusion of the contractual obligation (e.g., due to impossibility or unreasonableness of performance of obligations and/or subsequent performance) shall remain unaffected.

6. Terms of payment, default interest, due date, counterclaims

(1) Our invoices are to be settled non-cash within 10 days with a 2% discount or 30 days after the invoice date or, if this date is later, after shipment of the goods without any deduction. The discount is allowed only on the invoice amount without costs for freight, postage, insurance or other shipping costs.

(2) Upon expiry of the aforementioned payment deadline, you will be in default. During the period of default, the purchase price shall bear interest at the applicable statutory default interest rate. We reserve the right to claim further damages caused by delay. With respect to merchants, our claim to the commercial due date interest (Section 353 of the German Commercial Code) shall remain unaffected.

(3) We are entitled, even during the course of an ongoing business relationship, at any time to make a delivery in whole or in part only against advance payment. We declare a proviso to this effect at the latest with the order confirmation.

(4) You shall only be entitled to rights of set-off or retention insofar as your claim has been legally established or is undisputed. In the event of defects in the delivery, your counter rights shall remain unaffected, in particular in accordance with No. 7 Para. 6 Clause 2 of these General Terms and Conditions.

(5) If, after conclusion of the contract, it becomes apparent (e.g., by filing for insolvency proceedings) that our right to the purchase price is jeopardized by a lack of ability to pay on your part, we shall be entitled to refuse delivery in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (Section 321, German Civil Code). In the case of contracts for the manufacture of unwarranted items (custom-made products), we may declare withdrawal immediately;

the statutory provisions on the dispensability of setting a time limit shall remain unaffected.

(6) For shipments and services to purchasers abroad, it is expressly agreed that all costs of legal action by us in the event of default of payment by the purchaser, both judicial and extrajudicial, shall be borne by the purchaser.

(7) We are authorized to assign our claims from deliveries and services for financing purposes.

7. Claims for defects

(1) The statutory provisions shall apply to your rights in the event of quality defects and defects of title (including incorrect and incomplete delivery as well as improper assembly/installation or inadequate manuals), unless otherwise stipulated below. In all cases, the statutory provisions on the sale of consumer goods (Sections 474 et seq. of the German Civil Code) and your rights under separately issued warranties, in particular on the part of the manufacturer, shall remain unaffected.

(2) The basis of our liability for defects is above all the agreement reached on the quality and the intended use of the goods (including accessories and manuals). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogs or on our website) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense. In the absence of any quality agreement, the existence or non-existence of a defect shall be assessed according to the statutory provision (Section 434 Para. 3, German Civil Code). Public statements made by the manufacturer or on his behalf, in particular in advertising or on the label of the goods, shall take precedence over statements made by other third parties.

(3) In the case of goods with digital elements or other digital content, we are obligated to provide and, if applicable, to update the digital content only insofar as this is expressly stipulated in a quality agreement pursuant to Para. 2. In this respect, we accept no liability for public statements made by the manufacturer and other third parties.

(4) In principle, we shall not be liable for defects of which you are aware at the time of conclusion of the contract or are not aware of them due to gross negligence (Section 442, German Civil Code). Furthermore, your claims for defects presuppose that you have complied with your statutory duties of inspection and notification (Sections 377, 381, German Commercial Code). In the case of building materials and other goods intended for installation or other processing, an inspection must in any case be carried out immediately before such processing. If a defect becomes apparent during delivery, inspection or at a later date, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 5 working days from delivery and defects that are not visible during the inspection must be reported within the same period from the time of discovery. If the purchaser fails to properly inspect the goods and/or notify us of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for incorporation, attachment or installation, this shall also apply if, as a result of a breach of one of these obligations, the defect only became apparent after the respective processing; in this case, you shall have no right to claim for reimbursement of costs incurred ("dismantling and installation costs").

(5) If the supplied item is defective, we may decide whether to provide subsequent fulfillment by remedying the defect (rework) or by supplying an item free of defects (replacement). If the type of subsequent compliance selected by us is unreasonable for you in the particular case, you may reject it. Our right to refuse subsequent compliance under the statutory conditions shall remain unaffected.

(6) We are entitled to make the due supplementary fulfillment dependent on you paying the owed purchase price. However, you are entitled to retain a reasonable part of the purchase price in relation to the defect.

(7) You shall give us the time and opportunity necessary for the subsequent fulfillment owed, in particular you shall provide us with the rejected goods for inspection. In the event of a replacement shipment, the purchaser shall return the defective item to us at our request in accordance with the statutory provisions; however, you do not have a right of return. Subsequent fulfillment does not include the dismantling, removal or deinstallation of the defective item, nor does it include the fitting

or installation of a defect-free item if we were not originally obliged to perform these services; entitlements on your part to reimbursement of related costs ("removal and installation costs") shall remain unaffected.

(8) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent fulfillment, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these GTC, if a defect is actually found. Otherwise, we may require you to reimburse us for the costs incurred as a result of an unwarranted request to remedy a defect if you knew or ought to have known that there was in fact no defect.

(9) In urgent cases, e.g., if health and safety is endangered or to prevent disproportionate damage, you have the right to remedy the fault yourself and to require us to reimburse you for the expenses objectively necessary for this purpose. We are to be notified immediately of any such intervention by yourself, and if possible in advance. You shall not have the right to remedy the fault yourself if we are entitled to refuse such remedial action under the statutory provisions.

(10) If a reasonable period of time to be set by you for subsequent fulfillment has expired unsuccessfully or is dispensable according to the statutory provisions, you may withdraw from the purchase contract or reduce the purchase price according to the statutory provisions. However, in the case of an insignificant defect, there is no right of withdrawal.

(11) Claims on your part for reimbursement of expenses pursuant to Section 445a (1) of the German Civil Code are excluded unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 of the German Civil Code) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 (5), 327u of the German Civil Code). Claims of the purchaser for damages or reimbursement of unnecessary expenses (Section 284 of the German Civil Code) shall also exist in the event of defects in the goods only in accordance with the following Sections 8 and 9.

8. Other liability

(1) Unless otherwise stated in these GTC, we shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) We shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of willful intent and gross negligence. In the event of slight negligence, we shall be liable, subject to statutory limitations of liability (e.g., diligence in proprietary affairs; insignificant breach of duty), only

(a) for damages resulting from injury to life, body or health

(b) for damages resulting from the breach of an essential contractual obligation (an obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable damage that typically occurs.

(3) The limitations of liability resulting from Para. 2 shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault we are responsible for according to statutory provisions. They shall not apply if a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the purchaser under the Product Liability Act.

(4) You may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination on your part (in particular according to Sections 650, 648 of the German Civil Code) is excluded. In all other respects, the statutory requirements and legal consequences apply.

9. Limitation

(1) Notwithstanding Section 438 (1) No. 3 of the German Civil Code, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) If the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness, the limitation period shall be 5 years from delivery in accordance with the statutory provision (Section 438 (1) No. 2 of the German Civil Code). Other special statutory provisions on the limitation period (in particular Section 438 (1) No. 1, (3), Sections 444, 445 of the German Civil Code) shall also remain unaffected.

(3) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages on your part which are based on a product defect, unless the application of the regular statutory limitation period (Sections 195, 199 of the German Civil Code) would lead to a shorter limitation period in individual cases. Claims for damages on your part pursuant to No. 8 Para. 2 p. 1 and p. 2 as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

10. Exclusion of procurement risks/warranties, commercial deviations

We do not assume any procurement risk and also no warranties of any kind, unless an express written agreement has been concluded with the customer in this respect. This applies in particular to technical specifications, which are to be understood as approximate values. Shapes, dimensions and weights are subject to the deviations customary in the trade or to DIN standards. All other information, drawings, prototypes and the like, are only approximately applicable if they are not expressly guaranteed as binding.

11. Retention of title

(1) We retain title to the goods sold until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

(2) The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. You must notify us immediately in writing if an application is made to open insolvency proceedings or insofar as third parties (e.g., seizures) have access to the goods belonging to us.

(3) In the event of any breach of contract on your part, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of the retention of title. If you do not pay, we may only assert this right if we have previously set you a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions.

(4) Until revoked in accordance with item c of this paragraph, you are authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:

(a) The retention of title shall extend to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) You hereby cede to us by way of security all claims against third parties arising from the resale of the goods or the product in total or in the amount of our co-ownership share, if any, in accordance with the preceding paragraph. We accept this cession. The obligations on your part specified in Para. 2 shall also apply in respect of the ceded claims.

(c) You shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as you meet your payment obligations towards us, there is no deficiency in your ability to pay and we do not assert the reservation of title by exercising a right pursuant to Para. 3.

If this is the case, however, we may demand that you notify us of the ceded claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the cession. Furthermore, in this case we shall be entitled to revoke your authority to sell and process the goods subject to retention of title.

(5) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at your request.

12. Limitation

(1) Notwithstanding Section 438 (1) No. 3 of the German Civil Code, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) If the goods are a building or an object which has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (Section 438 (1) No. 2 of the German Civil Code). Other special statutory provisions on the limitation period (in particular Section 438 (1) No. 1, (3), Sections 444, 445 of the German Civil Code) shall also remain unaffected.

(3) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages on your part which are based on a product defect, unless the application of the regular statutory limitation period (Sections 195, 199 of the German Civil Code) would lead to a shorter limitation period in individual cases. Claims for damages on your part pursuant to No. 8 Para. 2 p. 1 and p. 2 item a) of this GTC as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

13. Text format

Legally relevant declarations and notifications with regard to the contract (e.g., setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form in this sense includes written and text formats (e.g., letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

14. Choice of law, place of jurisdiction and severability clause

(1) These GTC and the contractual relationship between us and you shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If you are a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Bielefeld, Germany. The same applies if you are an entrepreneur within the meaning of Section 14 of the German Civil Code. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation pursuant to these GTC or a prior individual agreement or at your general place of jurisdiction. Overriding statutory provisions, in particular on exclusive responsibilities, shall remain unaffected.

(3) Should a provision of these GTC or a provision within the scope of our other contractual agreements be or become invalid, this shall not affect the validity of these conditions/agreements in other respects. In this case, the contracting parties shall be obliged to replace the invalid provision with a provision that comes as close as possible to it in terms of business success.