

## 1. Validity / General Information

- 1.1 The following General Terms and Conditions ("GTC") apply to all offers and contracts for products (hereinafter also "object of purchase"), including all ancillary services, consultations and information, which QUANTRON provides or concludes as Seller.
- 1.2 The offers of QUANTRON and all contracts concluded by QUANTRON for products are solely subject to these GTC. They shall also apply in their respective version as a framework agreement for future contracts for the sale and/or delivery of movable goods with the same Customer, without the need for an express reference to these GTC in each individual case. With the conclusion of the contract these GTC are simultaneously considered as accepted and as part of the contract. Conflicting or deviating conditions of the Customer are hereby rejected. They only become part of the contract if QUANTRON expressly agrees to them in individual cases.
- 1.3 These GTC shall also apply if QUANTRON carries out the delivery of a product to the Customer without reservation in the knowledge of terms and conditions of the Customer that conflict with or deviate from these GTC.
- 1.4 These GTC shall only apply to legal entities under public law, special funds under public law within the meaning of Section 310 (1) sentence 1 BGB or entrepreneurs (Section 14 BGB).
- 1.5 Individual agreements made with the Customer in individual cases always take precedence over these GTC. A written contract or written confirmation by QUANTRON is decisive for the content of such agreements.

## 2. Conclusion of contract/transfer of rights and obligations of the Customer

- 2.1 QUANTRON's offers are always subject to confirmation unless otherwise expressly agreed in writing in individual cases.
- 2.2 All offers from QUANTRON relate only to sales and deliveries to Customers for civil use. The Customer will separately inform QUANTRON if and to the extent his inquiries concern sales and deliveries for the military sector.
- 2.3 For binding offers QUANTRON may set a time limit for acceptance of the offer, after expiry of which QUANTRON is no longer bound to the binding offer. If QUANTRON does not set a deadline, QUANTRON is only bound to binding offers if the Customer accepts the offer in writing within 2 weeks after receipt of the offer by the Customer.
- 2.4 The contract is concluded when QUANTRON confirms the acceptance of the order of the specified object of purchase in writing within the respective periods specified or carries out the delivery. The Customer is bound to its order for 6 weeks, for products available at QUANTRON for 2 weeks. However, QUANTRON is obliged to inform the Customer immediately if QUANTRON does not accept the order.

## 3. Prices, payment

- 3.1 Unless a fixed price is expressly agreed, the valid list price on the day of the order shall always apply. If a non-binding or binding delivery period has been agreed, the maximum price shall be the list price on the day of the agreed delivery date, provided that the delivery is only carried out after this date.
- 3.2 All prices of QUANTRON are subject to the statutory value added tax.
- 3.3 The prices for the object of purchase are ex works QUANTRON (Incoterms 2020), unless the parties have agreed otherwise in writing. Costs arising from the fact that QUANTRON delivers the object of purchase to a place other than the place of performance (e.g. transfer costs, customs, insurance) shall be borne by the Customer.
- 3.4 The purchase price and prices for additional services are due for payment when the object of purchase is delivered and the invoice is handed over or sent.
- 3.5 If the Customer is in default of payment or if there are reasonable doubts about his solvency, QUANTRON is entitled to make all claims against the Customer arising from the business relationship due immediately, to withhold outstanding deliveries/services in whole or in part or to withdraw from existing contracts in whole or in part.
- 3.6 QUANTRON reserves the right to use payments to settle the oldest due claim plus the default interest and costs accrued thereon, in the order costs, interest, claim.
- 3.7 The Customer shall only be entitled to rights of set-off, retention and refusal of performance if his counterclaims have been legally established, are undisputed or acknowledged. Furthermore, the Customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

## 4. Delivery and delay in delivery

- 4.1 Delivery dates and delivery periods, which can be agreed upon as binding or non-binding, must be stated in writing. Delivery periods begin with the conclusion of the contract and are fulfilled if the object of purchase has left the factory of QUANTRON or QUANTRON has notified the Customer that it is ready for handover.
- 4.2 6 weeks after exceeding a non-binding delivery date or a non-binding delivery period, the Customer may request QUANTRON to deliver. QUANTRON is in default upon receipt of the request.
- 4.3 If a binding delivery date or a binding delivery period is agreed, QUANTRON is already in default upon exceeding the delivery date or delivery period.
- 4.4 If the exceeding of a delivery period or delivery date is due to a change or extension of the scope of the order after the delivery period or delivery date has been fixed, the delivery periods and delivery dates shall lose their effectiveness. In this case QUANTRON will determine new delivery dates and delivery periods.
- 4.5 Periods begin at the earliest with the payment of agreed or to be made down payments or instalments by the customer.
- 4.6 In case of force majeure occurring operational disruptions at QUANTRON or its suppliers, which temporarily prevent QUANTRON from delivering the object of purchase on the agreed date or within the agreed period through no fault of QUANTRON, the delivery dates and delivery periods will be reasonably extended by the period of the disruption plus a reasonable restart time, but by a maximum of 4 months in total. QUANTRON is not responsible for the circumstances even if they occur during a delay. If the obstruction lasts longer than 4 months, both contracting parties are entitled to withdraw from the contract. Other rights of withdrawal remain unaffected.
- 4.7 The Customer may withdraw from the contract if QUANTRON is in delay of delivery for reasons for which QUANTRON is responsible, the Customer has set a reasonable grace period of at least one month for delivery after the occurrence of the conditions for default and QUANTRON does not perform within this period. The deadline is met when the object of purchase has left QUANTRON's factory or the Customer has been informed that the vehicle is ready for delivery. The setting of a time limit by the Customer must be made in writing.
- 4.8 Damage caused by delay shall be compensated in accordance with clause 8.
- 4.9 During the delivery period, QUANTRON reserves the right to make changes in design or shape, deviations in colour shade as well as changes in the scope of delivery on the part of the manufacturer, provided that the changes or deviations are reasonable for the Customer taking into account the interests of QUANTRON. If QUANTRON or the manufacturer uses signs or numbers to designate the order or the ordered object of purchase, no rights can be derived from this alone.
- 4.10 The above section 4.9 shall not apply to the sale of used objects of purchase.

## 5. Delivery, transfer of risk, acceptance, default of acceptance

- 5.1 Delivery is ex works QUANTRON (Incoterms 2020). The Customer regulates the loading, freight and insurance of the products from QUANTRON's factory to the Customer. A delivery to a place other than the place of performance shall only be made at the request of the Customer. The Customer shall bear the necessary costs for this.
- 5.2 Transfer of risk occurs when the objects of purchase are handed over to the Customer or to a person designated by the Customer for collection at QUANTRON's factory. If QUANTRON delivers to another location, the transfer of risk occurs at the time when the object of purchase is handed over to the person designated for transfer. If the object of purchase was delivered to a place other than the place of performance, the Customer is obliged to check the object of purchase immediately after delivery for obvious transport defects or transport damage, to establish and document complaints in accordance with the conditions of the transporter/transferor in the presence of the driver and to notify us in writing on the day of receipt of the object of purchase. Otherwise, § 438 HGB applies. If the Customer fails to notify us in good time, the object of purchase shall be deemed approved with regard to any transport defects or transport damage. The Customer must always carry out the necessary formalities vis-à-vis the transporter/transferor.
- 5.3 The Customer is obliged to collect the object of purchase from QUANTRON's factory within 14 days from receipt of the notification of readiness for delivery or to name a place for delivery. If he fails to do

so, or if he refuses to accept the object of purchase, he is in default of acceptance. QUANTRON is entitled to set the Customer a reasonable grace period for acceptance. A grace period of one week shall be deemed reasonable. After the grace period has expired without notice, QUANTRON is entitled to withdraw from the contract and/or to claim damages from the Customer. Damages shall amount to a flat rate of 15 % of the agreed net purchase price, unless the Customer proves that less damage or no damage at all has occurred. QUANTRON is entitled, irrespective of the lump-sum compensation, to claim compensation for the damage actually incurred.

## 6. Reservation of title, assignment by way of security

- 6.1 The delivered products remain the property of QUANTRON until full payment of all claims of QUANTRON arising from the business relationship with the Customer. For the duration of the retention of title, QUANTRON is entitled to the right to possess any vehicle registration document or the registration certificate Part I or a comparable document under foreign law.
- 6.2 In case of a current account, the retained title is valid as security for the balance claim to which QUANTRON is entitled. The Customer may only sell the products subject to retention of title ("Reserved Products") in the ordinary course of business. The Customer is not entitled to pledge the Reserved Products subject to QUANTRON's title of ownership, to assign them by way of security or to make any other dispositions that endanger QUANTRON's title. The Customer hereby assigns the claim from the resale to QUANTRON; QUANTRON accepts this assignment already now.
- 6.3 If the Customer sells the Reserved Products subject to QUANTRON's retention of title after processing or transformation or after combination with other goods or together with other goods, the assignment of claims is agreed only in the amount of the part which corresponds to the price agreed between QUANTRON and the Customer plus a safety margin of 10% of this price.
- 6.4 The Customer is revocably authorised to collect the claims assigned to QUANTRON in trust for QUANTRON in his own name. QUANTRON may revoke this authorisation as well as the authorisation for resale if the Customer is in default with material obligations such as payment to QUANTRON; in case of revocation QUANTRON is entitled to collect the claim itself.
- 6.5 The Customer will at any time provide QUANTRON with all requested information about the Reserved Products subject to QUANTRON's retention of title or about claims that have been assigned to QUANTRON hereafter. The Customer must notify QUANTRON immediately of any access or claims of third parties to the Reserved Products subject to retention of title and provide QUANTRON with the necessary documents. The Customer will at the same time inform the third party of QUANTRON's retention of title. The costs of a defence against such access and claims shall be borne by the Customer.
- 6.6 The Customer is obliged to handle the Reserved Products with care for the duration of the reservation of title. If the realisable value of the securities exceeds the total claims of QUANTRON to be secured by more than 20%, the Customer is entitled to demand release to that extent.
- 6.7 If the Customer defaults on material obligations such as payment to QUANTRON and QUANTRON withdraws from the contract, QUANTRON may, without prejudice to any other rights, demand return of the Reserved Products subject to QUANTRON's retention of title and use them elsewhere for the purpose of satisfying due claims against the Customer. In this case the Customer will grant QUANTRON or QUANTRON's representative immediate access to the Reserved Products subject to retention of title and hand them over.
- 6.8 In case of deliveries to other legal systems, in which the above retention of title does not have the same security effect as in the Federal Republic of Germany, the Customer will do everything possible to create corresponding security rights for QUANTRON immediately. The Customer shall cooperate in all measures, such as registration, publication etc., which are necessary and beneficial for the effectiveness and enforceability of such security rights.
- 6.9 Upon request of QUANTRON, the Customer is obliged to adequately insure the Reserved Products subject to QUANTRON's retention of title, to provide QUANTRON with the corresponding proof of insurance and to assign the claims from the insurance contract to QUANTRON.

## 7. Defects, warranty

- 7.1 Claims of the Customer due to defects of the object of purchase as well

as other claims for damages shall be governed by the statutory provisions unless otherwise regulated below.

- 7.2 Claims of the Customer due to a defect of the object of purchase become statute-barred one year after handover or delivery of the object of purchase, unless it is a used object of purchase.
- 7.3 Claims of the Customer due to a defect of a used object of purchase are excluded. The following sections 7.4 to 7.8 and 7.10 shall not apply, section 7.9 remains unaffected.
- 7.4 The Customer is obliged to inspect the object of purchase for defects immediately after handover or delivery. If a defect which is recognisable during the inspection (obvious defect) becomes apparent, he must notify QUANTRON of this within seven days. If the Customer fails to notify QUANTRON in good time, the object of purchase shall be deemed approved as free of defects. If a defect becomes apparent later, QUANTRON must be notified of this within seven days after the defect has been detected. If the Customer fails to notify QUANTRON, he loses his claims for defects in relation to this defect. The regulations in section 5.2 remain unaffected.
- 7.5 If the complaint is justified, the Customer is entitled, at QUANTRON's option, to two free repairs or replacement deliveries. If two attempts at repair or replacement delivery within a reasonable period of time do not lead to success, the Customer shall be entitled to the statutory rights.
- 7.6 The Customer is obliged to bring the object of purchase to a workshop of QUANTRON or another company recognised by QUANTRON for servicing the object of purchase for the purpose of cure.
- 7.7 If the distance between the point of view of the object of purchase and a QUANTRON workshop or the company recognised for servicing the object of purchase is more than 200 km, the Customer is entitled to have the defect repair of the object of purchase carried out at a specialist workshop closer to the object of purchase. The selection of the specialist workshop requires the approval of QUANTRON. If the repair of defects is carried out in a workshop not belonging to QUANTRON, the Customer must include in the order that the repair of defects is carried out and dismantled parts must be kept available for a reasonable period of time. QUANTRON's consent to the repair of defects by a specialist workshop that is not a service company of QUANTRON does not constitute an acknowledgement of a defect or an obligation to repair defects. In the event of an unfounded notice of defect, the Customer shall bear all costs incurred by QUANTRON for the verification of the claim of defect.
- 7.8 Warranty is excluded if the object of purchase is not used properly by the Customer or is connected to unsuitable parts (e.g. parts that do not originate from QUANTRON or do not comply with the operating instructions) or if such parts are installed. Furthermore, warranty is excluded in case of normal wear and tear and in case of defects caused by improper use, incorrect operation and negligent handling, especially if the Customer does not follow the operating and maintenance instructions of QUANTRON.
- 7.9 The above limitations of warranty do not apply to damages resulting from injury to life, body or health which are based on an intentional or negligent breach of duty by QUANTRON or a legal representative or vicarious agent of QUANTRON. The aforementioned limitations of warranty also do not apply to other damages based on an intentional or grossly negligent breach of duty by QUANTRON, a legal representative or vicarious agent of QUANTRON or if the other damage is caused by the absence of a guaranteed quality or due to fraudulent concealment of a defect or in case of claims under product liability.
- 7.10 A change of ownership of the object of purchase shall not affect claims for defects.

## 8. Compensation, liability

- 8.1 Any claims for damages on the part of the Customer, regardless of their legal basis, which arise directly or indirectly in connection with the object of purchase and its delivery, are excluded unless otherwise regulated below. QUANTRON is in particular not liable for the consequences of improper modification, use or treatment of the object of purchase.
- 8.2 In any case, liability is limited to compensation for foreseeable damage typical for the contract. Claims for damages of the Customer against QUANTRON which are based on third parties' claims for contractual penalties against the Customer are in no case foreseeable or typical for the contract in the above sense.
- 8.3 Insofar as the damage is covered by an insurance taken out by the Customer for the respective damage, QUANTRON is only liable for any related disadvantages of the Customer, e.g. higher insurance premiums

or interest disadvantages until settlement of the damage by the insurance company.

- 8.4 The above exclusions and limitations of liability do not apply if QUANTRON violates a material contractual obligation (cardinal obligation). Cardinal obligations are obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose observance the contractual partner regularly relies and may rely, i.e. rights and obligations which the contract must grant according to its content and purpose.
- 8.5 The above exclusions and limitations of liability also do not apply to liability for damages resulting from injury to life, body or health which are based on an intentional or negligent breach of duty by QUANTRON or a legal representative or vicarious agent of QUANTRON. The above exclusions and limitations of liability also do not apply to other damages that are based on an intentional or grossly negligent breach of duty by QUANTRON or a legal representative or vicarious agent of QUANTRON or if the other damage was caused by the absence of a guaranteed quality or by fraudulent concealment of a defect or in case of claims arising from product liability.

#### **9. Data protection**

In accordance with § 33 para. 1 of the German Federal Data Protection Act (BDSG), the Customer is informed that QUANTRON stores data of the Customer relating to the business transactions with the Customer in machine-readable form and processes them within the scope of the purpose of the existing contractual relationship with the Customer and for marketing purposes.

#### **10. Copyright reservation, confidentiality**

- 10.1 The Customer is obliged to treat all (not obvious) technical, economic and personal processes and circumstances of QUANTRON of which he becomes aware in connection with contractual relationships with QUANTRON or offers, additional services, consultations and information of QUANTRON as business or trade secrets at all times - even in case of doubt -, to keep them confidential and to ensure that third parties (including family members and employees not involved in the matter) do not gain unauthorised knowledge of them. The obligation of secrecy shall continue to apply after termination of the contractual relationship.
- 10.2 QUANTRON reserves all rights of use and exploitation under copyright law for all documents (e.g. manuals, models, designs) as well as for confidential concepts and ideas provided to the Customer. The documents, concepts and ideas mentioned in sentence 1 may not be handed over or otherwise made available to third parties without QUANTRON's prior consent. The reproduction of such documents is only permitted within the framework of the requirements of the contractual relationship and in compliance with copyright regulations. Furthermore, the documents must be returned in full to QUANTRON at any time upon QUANTRON's request, unless the Customer requires the documents for the performance of the contract or use of the object of purchase. At the latest when the order is not placed or after termination of the contractual relationship, the Customer must return the complete documents to QUANTRON without being requested to do so, unless the Customer requires the documents for the use of the object of purchase. Third parties who come into contact with the documents, concepts and ideas as intended are to be obligated accordingly by the Customer. The assertion of a right of retention of the documents is excluded.

#### **11. Place of jurisdiction, place of performance, place of jurisdiction, applicable law**

- 11.1 The language of negotiation and contract is German.
- 11.2 The place of performance for all obligations arising from the contractual relationship is Augsburg.
- 11.3 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Augsburg, provided the Customer is a merchant within the meaning of the German Commercial Code. This shall also apply regardless of whether the Customer is a merchant or not, if the Customer moves his residence or habitual abode abroad or his residence or habitual abode is not known at the time the action is filed. QUANTRON is in any case also entitled to sue at the general place of jurisdiction of the Customer.
- 11.4 This place of jurisdiction shall also be deemed agreed for transnational disputes, Art. 23 EUGVVO.

- 11.5 The business relations between QUANTRON and the Customer arising from and in connection with this contract are exclusively subject to the law of the Federal Republic of Germany, excluding the provisions of international private law and the uniform UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.6 Legally relevant declarations and notifications to be made by the Customer to QUANTRON after conclusion of the contract must be made in writing to be effective.
- 11.7 References to the legal regulations only have a clarifying meaning. Even without such a clarification, the statutory provisions shall therefore apply, insofar as they are not expressly excluded in these General Terms and Conditions.
- 11.8 If one or more clauses of these terms and conditions are invalid, this shall not affect the validity of the remaining clauses. The parties hereby agree that in place of the invalid clause, a clause shall be deemed agreed upon which corresponds as closely as possible to the meaning and purpose of the invalid clause.