

§ 1 GENERAL INFORMATION AND SCOPE OF APPLICATION

- (1) The SUER T&C apply to all deliveries, services and offers of SUER Nutzfahrzeugtechnik GmbH & Co. KG (hereinafter referred to as "SUER"). Unless expressly agreed otherwise in writing, the SUER T&C and the order confirmations issued by SUER shall form the sole contractual basis for service relationships between SUER and customers (hereinafter also referred to as „Client“).
- (2) Terms and Conditions of the Client or third parties shall not apply, even if SUER does not object to their validity in individual cases.
- (3) SUER's offers are only directed at entrepreneurs, legal entities under public law or special funds under public law.

§ 2 OFFER, CONCLUSION OF CONTRACT, MINIMUM ORDER VALUE

- (1) All of SUER's offers are subject to change and non-binding, unless they are expressly designated as binding or a specific acceptance period is stated in the offer.
- (2) A client's order of goods constitutes a binding offer to conclude a contract. Unless otherwise stated in the order, SUER is entitled to accept orders placed by the Client within 14 (fourteen) days of their receipt by SUER.
- (3) SUER's declarations and order confirmations aimed at concluding a contract shall only be binding if they are in writing or if SUER delivers the goods ordered by the Client to the buyer.

SUER's declarations relating to amendments to the contract, in particular if these relate to the scope of service must be in writing.

- (4) SUER must confirm verbal agreements of any kind in writing in order for them to be effective.
- (5) By using e-mails, SUER also meets the written form requirement.
- (6) If the Client's orders have a gross value of less than EUR 50.00, SUER may charge a processing fee of EUR 10.00.
- (7) Insofar as SUER provides information on the quality of an object of performance (e.g. technical data, weight, dimensions, etc.) in brochures, catalogs or similar advertising material, this shall be non-binding, approximate information, unless the parties expressly agreed on a specific quality in writing. This applies accordingly to illustrations, drawings, photos and samples.

§ 3 REMUNERATION AND TERMS OF PAYMENT

- (1) The Client owes the price in EURO stated in the offer and the order confirmation for the scope of services and delivery listed therein. All prices are exclusive of VAT and packaging, shipping and transportation costs. Shipping and transportation costs are calculated from the premises of the supplier (SUER), and are specified in the offer, and order confirmation.
- (2) Insofar as customs duties or other public charges incur on a service provided by SUER, these have to be borne by the Client.
- (3) Unless otherwise agreed in writing, invoice amounts are due immediately upon receipt of the invoice without deduction. SUER does not have to send the Client a warning in order to put him into a default of payment.
- (4) The Client is only permitted to offset or assert a right of retention if its underlying counterclaims are undisputed or have been legally established.
- (5) SUER is entitled to withdraw from the contract if it becomes apparent after conclusion of the contract that SUER's claim for remuneration is unlikely to be met by the Client in full or on time due to the Client's inability to pay (e.g. in the event of insolvency proceedings being opened against the Client's assets or a refusal to open insolvency proceedings due to lack of assets). In this case, SUER reserves the right to perform services only against advance payment or provision of security. SUER's statutory rights to refuse services shall remain unaffected.

§ 4 DELIVERY AND DELIVERY TIME

- (1) Deliveries are shipped from the factory. Unless otherwise agreed, SUER selects a shipping and transportation company at its own discretion and determines the packaging.
- (2) The estimated delivery times apply. Unless otherwise agreed, the delivery period commences upon receipt of the order confirmation by the Client and, if agreed, upon payment of the down payment or provision of the security.
- (3) Delivery times shall extend to a reasonable length if their non-compliance is due to force majeure and other unforeseeable disruptions for which SUER is not responsible (e.g. pandemics, wars, strikes, terrorist attacks, etc.). This also applies if such disruptions occur at SUER's suppliers.
- (4) If the dispatch of goods is delayed at the request of the Client or due to the occurrence of circumstances attributable to the Client, the goods concerned are stored by SUER at the expense and risk of the Client for the duration of the delay. In this case, the risk of loss or deterioration of the object of delivery passes to the buyer at the point in time at which the buyer is in default of acceptance or debtor's delay.
- (5) SUER is entitled to make partial deliveries insofar as a partial delivery is acceptable for the Client. SUER will bear additional shipping costs that might incur in the event of partial delivery.
- (6) SUER will insure the goods if ordered by the Client and at his expense.
- (7) If SUER and the Client agree on a service quota, which the Client can call up as required by notifying SUER accordingly, the Client is obliged to call up the entire service quota within 12 months of conclusion of the contract if there are no specific delivery dates („call-up dates“) in the contract. If the Client repeatedly fails to meet agreed call-up dates, SUER is entitled, four weeks after written notification with reference to the consequences of the failure to call up, to deliver and invoice in full the services not yet called up from the service contingent or to withdraw from the contract.

§ 5 PLACE OF FULFILLMENT, SHIPPING, PACKAGING, TRANSFER OF RISK, ACCEPTANCE

- (1) The place of fulfillment is the registered office of SUER in Wermelskirchen, unless otherwise agreed. If SUER is also responsible for the installation, the place of fulfillment is the place where the installation is carried out as agreed.
- (2) The risk of accidental loss and accidental deterioration of ordered goods passes to the Client at the latest when the goods are handed over. In the case of sale by dispatch, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay passes to the forwarding agent, carrier or other third party designated to carry out the shipment upon delivery of the goods (whereby the beginning of the loading process is decisive). This also applies to partial deliveries. If dispatch or handover is delayed due to circumstances for which the Client is responsible, the risk passes to the Client from the day on which the delivery item is ready for dispatch and SUER has notified the client of this.
- (3) The Client bears all storage costs after the transfer of risk. If SUER stores the items, the storage costs amount to 0.25% of the invoice amount of the delivery items to be stored per week elapsed. The assertion and proof of further or lower storage costs shall remain reserved.

§ 6 WARRANTY, MATERIAL DEFECTS

- (1) The warranty period is 12 months from the transfer of risk or, if acceptance is required, from acceptance. This shall not apply to claims for damages by the client arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by SUER or its vicarious agents, from breach of warranty, product liability or fraudulent intent, which shall in each case become time-barred in accordance with the statutory provisions.
- (2) The Client must inspect the goods received for defects immediately. He must report obvious defects to SUER in writing without delay. In the case of a commercial transaction, § 377 HGB (German Commercial Code) remains unaffected.
- (3) The statutory definition of material defects applies. If there is a material defect, SUER is obliged to remedy the defect and can choose the type of subsequent performance itself. The right to refuse subsequent performance under the statutory conditions remains unaffected. If SUER fails with the subsequent performance, the Client may withdraw from the contract or reduce the purchase price appropriately.
- (4) The Client is obliged to provide or make available to SUER any goods complained about for examining the complaint.
- (5) If the Client modifies the delivery item or has it modified by a third party without SUER's consent and this makes it more difficult to remedy the defect, the Client shall bear the additional costs of remedying the defect incurred as a result.

§ 7 LIMITATION OF LIABILITY

- (1) Unless otherwise stipulated in the SUER T&C, the statutory provisions govern SUER's liability.
- (2) SUER's liability for a slightly negligent breach of material contractual obligations shall be limited to the amount of foreseeable damage typical for the contract.
- (3) The liability for a culpable injury to life, limb or health and liability under the Produkthaftungsgesetz (German Product Liability Act) remains unaffected. The same applies to the assumption of a guarantee or fraudulent intent on the part of SUER.
- (4) The above stated limitations of liability apply to the same extent in favor of SUER's executive bodies, legal representatives, employees and other vicarious agents.
- (5) Claims for damages and reimbursement of expenses against SUER become time-barred 12 months after the start of the statutory limitation period. Special statutory provisions on the limitation period remain unaffected (in particular § 438 para. 1 no. 1, para. 1 no. 2, para. 3, § 444, 445b BGB (German Civil Code)). The client's claims for damages pursuant to § 7 para. 3 become time-barred exclusively in accordance with the statutory limitation periods.

§ 8 RETENTION OF TITLE

- (1) SUER retains title to all delivered goods (hereinafter: reserved goods) until the remuneration has been paid in full. In the case of goods, which the Client purchases from SUER within the framework of an ongoing business relationship, the retention of title applies until all claims against the Client arising from the business relationship, including future claims, also from contracts concluded at the same time or later, have been settled.
- (2) If the Client acts in breach of contract - in particular if he is in delay with the payment of a payment claim - SUER has the right to withdraw from the contract after it has set a reasonable deadline for payment. The Client bears transportation costs incurred for the reversal.
- (3) The Client must treat the reserved goods with care. He must insure them adequately at his own expense against fire, water and theft at replacement value. If maintenance and inspection work becomes necessary before the transfer of ownership to the Client, the client must carry this out in good time at his own expense.
- (4) The Client may resell the goods subject to retention of title in the ordinary course of business as long as he is not in default of payment. However, he may not pledge the reserved goods or assign them by way of security. The Client hereby assigns all claims against third parties in the amount of the invoice amount invoiced to the third party, which accrue to him through resale to a third party. SUER accepts the assignment. After assignment of the claim, the Client is authorized to collect the claim. SUER reserves the right to collect the claim itself as soon as the Client is in default of payment.

- (5) The client must not process or transform the reserved goods until he acquires ownership. If the reserved goods are inseparably combined or mixed with other items not belonging to SUER, SUER shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other combined or mixed items at the time of combination or mixing. In this case, the client and SUER hereby agree that the client shall transfer co-ownership of this item to SUER on a pro rata basis. SUER accepts this transfer. The Client shall hold the resulting co-ownership of an item in safekeeping for SUER.
- (6) In the event of seizure of the reserved goods by third parties, the Client must draw attention to SUER's ownership and must inform SUER immediately in writing so that SUER can enforce its ownership rights.
- (7) If the Client so requests, SUER shall be obliged to release the securities to which SUER is entitled to the extent that their realizable value exceeds the value of the outstanding claims to which SUER is entitled against the client by more than 10%.

§ 9 FORCE MAJEUR

SUER shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the lack of, incorrect or untimely delivery by suppliers) for which SUER is not responsible. If such events make delivery or performance significantly more difficult or impossible for SUER and the hindrance is not only of a temporary nature, SUER is entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or performance deadlines shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Client cannot reasonably accept the delivery or service because of the delay, he may withdraw from the contract by immediate written declaration to SUER.

§ 10 PLACE OF JURISDICTION, APPLICABLE LAW, FINAL PROVISIONS

- (1) If the Client is a merchant within the meaning of the German Commercial Code, Remscheid shall be the exclusive place of jurisdiction for any disputes arising from the business relationship between SUER and the Client.
- (2) The relationship between SUER and the Client shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) (UN Convention on Contracts for the International Sale of Goods).
- (3) The respective German version of the SUER T&C shall take precedence over the respective English version.

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