

General Terms and Conditions of Business and Delivery of UNSINN Fahrzeugtechnik GmbH



I. General provisions

1. The following terms and conditions of delivery and payment (hereinafter referred to as „terms and conditions“) shall apply exclusively to our deliveries and services within the scope of our business relationship with you (hereinafter referred to as „contracting party“) in the version valid at the time of delivery or service. Deviating terms and conditions, in particular terms and conditions of purchase, shall only be valid, irrespective of whether they are used at a later date, if they have been explicitly acknowledged in writing. This shall also apply in the event that the delivery is carried out by us without reservation after the contractual partner has objected to the validity of our terms and conditions. Conflicting general terms and conditions shall not affect the validity of the concluded contract.
2. The General Terms and Conditions shall be supplemented by special terms and conditions depending on the field of business.
3. By placing an order, the contractual partner agrees that our terms and conditions shall apply to the entire business relationship with him, including future business relationships.
4. Verbal promises made by our representatives and employees as well as other agreements - in particular amendments to these terms and conditions - shall only be valid if they are confirmed by us in writing.
5. Plans, drawings, calculations or other documents shall only be made available by us in compliance with our property rights and copyrights. They may only be passed on to third parties with our express prior written consent.

II Offer, conclusion of contract

1. Our offers are always subject to confirmation unless otherwise agreed in writing.
2. Our written order confirmation shall be exclusively decisive for the acceptance of the order, the scope of the delivery and the delivery date.
3. The illustrations, weights and dimensions, technical data, etc. relating to our goods are only approximate values customary in the industry, irrespective of the form of the respective data carrier, unless we have expressly designated them as binding in the order confirmation.
4. Information on payloads and axle loads always refers to the respective basic model, i.e. without attachments and fittings. Attachments and installations increase the axle loads and thus reduce the payload.
5. Objections to order confirmations must be received by us in writing and without delay.

III. prices

1. Unless otherwise stated, we shall be bound by the prices contained in our offers for 30 days from the date of the offer. The prices stated in the order confirmation in euros plus the respective statutory value added tax shall be decisive. Additional deliveries and services, e.g. testing and processing expenses as well as changes initiated by the contractual partner will be charged separately.
2. Our prices are ex works/warehouse excluding packaging, freight and customs duty, plus the rate of statutory value added tax valid on the day of delivery or performance.
3. If more than four months elapse between the conclusion of the contract and delivery and we are not responsible for a delay in delivery, the price may be increased appropriately, taking into account any wage, material, energy and other costs incurred. If the purchase price increases by more than 40 percent, the customer is entitled to withdraw from the contract.

IV. Delivery and performance, reservation of right of modification

1. Unless otherwise agreed, we deliver ex works.
2. Dates and deadlines for deliveries and services are only binding if they have been expressly confirmed by us in writing as binding. The „circa“ dates stated by us for deliveries and services are not legally binding. Fixed dates must be confirmed by us as such in writing. A delivery deadline shall be deemed to have been met if the delivery item has left our warehouse by the expiry of the deadline or the contractual partner has been notified that the goods are ready for dispatch.
3. Partial deliveries and partial services are permissible, insofar as this is customary in the trade, and can also be invoiced separately by us. Partial deliveries or partial services are exceptionally inadmissible if they are unreasonable for the contractual partner.
4. If a non-binding delivery or performance date is exceeded by more than 6 weeks, the contractual partner shall be entitled to request us in writing to deliver or perform within a reasonable period. If we do not provide the delivery or service by the expiry of the grace period, the contractual partner may withdraw from the contract by means of a written declaration. The contractual partner can only claim damages due to delay or non-performance if they are based on an intentional or grossly negligent breach of duty by us.
5. Delays in delivery and performance due to force majeure and other events which make delivery significantly more difficult or impossible for us - these include in particular industrial disputes, operational disruptions, energy supply difficulties, riots, official measures, non-delivery by our suppliers, transport disruptions, etc. - shall not be our responsibility, even in the case of bindingly agreed deadlines and dates. - We are not responsible for these even in the case of bindingly agreed deadlines and dates. In such cases we are obliged to inform

the contractual partner immediately of the disruption in delivery or performance and its expected duration. In such cases, the periods and dates shall be extended by the duration of the hindrance plus a reasonable start-up period. Such unforeseeable events also entitle us to withdraw from the contract in whole or in part. Claims for damages by the contractual partner are excluded unless they are based on an intentional or grossly negligent breach of duty by us.

6. The fulfilment of our delivery or service obligations presupposes the timely and proper fulfilment of the contractual partner's contractual obligations, in particular its payment obligations.
7. If the execution of a delivery is delayed at the request of the contracting party, the contracting party shall bear the resulting additional costs as well as the risk of accidental loss or accidental deterioration of the delivery goods from the time of notification of readiness for dispatch.
8. We expressly reserve the right to make design changes and deviations from the information in the brochure and catalogue even after the order confirmation has been sent, as long as the price and/or the essential performance features or the delivery time are not changed as a result and the changes/deviations are reasonable for the contractual partner.
9. The contractual partner's obligations to inspect and give notice of defects pursuant to § 377 of the German Commercial Code [HGB] shall also apply mutatis mutandis to our deliveries and services outside the scope of the law on sales.

V. Terms of payment

1. Payments shall be made in principle on the agreed due date, otherwise on acceptance or readiness for dispatch without deduction, to the account stated in each case.
2. The payment date stated in our invoice shall be deemed to be the contractually agreed due date. If the customer defaults on his payment obligations in whole or in part, he shall pay interest on arrears in accordance with § 288 of the German Civil Code [BGB] from this point in time. Further claims due to default of payment shall remain unaffected.
3. We accept bills of exchange only on the basis of a separate written agreement. Bank, discount and collection charges shall be borne by the contractual partner.
4. We reserve a right of retention to the agreed deliveries and services until the customer has fulfilled all claims against us which exist prior to the delivery/service from this contract or which exist from the business relationship between us and the customer, irrespective of their legal basis or time of origin. As soon as we have asserted the right of retention to the customer in writing, our obligations under this contract shall be deemed suspended until the outstanding claims have been settled in full.
5. If, after conclusion of the contract, we become aware of circumstances which are likely to reduce the creditworthiness of the contractual partner, we shall be entitled to refuse performance and to set the contractual partner a reasonable period of time in which he must make payment or provide security concurrently with delivery. In the event of refusal by the contractual partner or unsuccessful expiry of the deadline, we may withdraw from the contract and demand compensation for non-performance.
6. The contractual partner shall not be entitled to retain the purchase price on account of any counterclaims not arising from this contractual relationship. A right of set-off exists only with undisputed or legally established counterclaims.

VI Retention of title

1. All goods delivered (reserved goods) shall remain our property until full payment of all our claims arising from the business relationship, including future claims, irrespective of the legal basis, even if payments are made for specifically designated claims. In the case of a current account, the reserved property shall serve as security for our balance claim.
2. The contractual partner may only resell the goods subject to retention of title in the ordinary course of business and as long as he is not in default, and provided that his customers cannot offset the claims from the resale with counterclaims. The contracting party shall not be entitled to dispose of the goods subject to retention of title in any other way, in particular to transfer them by way of security and to pledge them.
3. Claims from the resale of the reserved goods shall be assigned to us by way of security until full payment of our claims (clause 1). We accept this assignment by way of security already now.
4. The contracting party shall be entitled to collect claims from the resale until revoked by us, which shall be permissible at any time. The sales proceeds received from the resale of our reserved goods shall become our direct property in the amount of our respective invoice share. The contractual partner shall keep our share of the sales proceeds separate from its assets and hold them in trust for us. The proceeds held in trust shall be returned to us without delay, but no later than the due date of the underlying invoice claim. Our right to collect the claim assigned to us ourselves in the event of non-compliance with our terms of payment shall remain unaffected. At our request, the contracting party shall be obliged to inform its customers of the assignment made to us and to provide us with the information necessary to assert the claims. In the event of compulsory enforcement measures by third parties against our security interests, the reseller shall draw attention to our rights and inform us immediately.

5. In the event of default in payment by the contractual partner, we shall be entitled, after setting a reasonable grace period, to demand the surrender of the goods subject to retention of title at the partner's expense, even without withdrawing from the contract.

6. The contractual partner's right to resell the goods and to collect the claims arising therefrom shall automatically expire, without the need for a grace period, if the conditions exist under which the contractual partner could apply for the opening of insolvency proceedings. The same shall apply if a deadline set by us in accordance with clause V. 5. expires without result. If the contractual partner's right of resale ends, we may demand the return of the reserved goods at the contractual partner's expense. In any case, the contractual partner shall reimburse us for additional freight, shipping and other expenses as well as any reduction in the value of the goods.

7. Treatment and processing of the goods subject to retention of title shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without any obligation on our part. If the goods subject to retention of title are combined or processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the invoice value of our goods to the invoice value of the other goods used. Processed goods or our co-ownership shares in them shall be deemed to be goods subject to retention of title within the meaning of the above items 1 to 5.

8. If the law of the country in which the items of our delivery/service are located does not permit us to retain title to the items of our delivery/service, we shall be entitled to use other rights in this respect which we may reserve under the law of that country. The customer shall assist us in all respects in taking any measures necessary to protect property rights or other such rights on our part as mentioned.

9. During the period of retention of title, we shall be entitled to insure the goods subject to retention of title against theft, risk of breakage, fire, water and other damage to the object of our delivery/service at the customer's expense, unless the customer proves that it has taken out such insurance itself. Should third parties assert a right to the objects of our delivery/service, the customer must inform us immediately and reject such rights vis-à-vis the party asserting the claims to the objects.

10. If the value of the securities existing for us exceeds our claims not only temporarily by a total of more than 20%, we shall return securities in the corresponding amount at our discretion upon request.

VII Warranty

1. For the quality of the processed material, the design and execution, we provide a warranty to the first purchaser (contractual partner) for a period of one year in the case of newly manufactured items, insofar as the purchaser is an entrepreneur. In the case of used goods, the warranty period shall be one year if the purchaser is a consumer. If the contractual partner of used goods is an entrepreneur, any warranty is excluded except in the case of intent or fraudulent intent.

2. Complaints or defects due to recognisable incomplete, incorrect or damaged deliveries must be noted in writing on the consignment note when the goods are collected or dispatched. In addition, the seller must be notified of this in writing. Defects which cannot be discovered even after careful inspection must be reported in writing immediately after discovery. In the case of mutual commercial transactions between merchants, § 377 of the German Commercial Code (HGB) remains unaffected.

3. In the event of justified complaints, we shall be obliged, at our discretion and to the exclusion of any other claims, to rectify the defect and/or make a replacement delivery. In the event of delayed, omitted or unsuccessful rectification or replacement delivery, the contractual partner may demand a reduction of the remuneration or withdraw from the contract in the case of newly manufactured items. The warranty for the replacement delivery and the repair shall be the same as for the original delivery item. However, the warranty shall only apply until the end of the warranty period for the original item, unless a statutory provision stipulates otherwise. Notices of defects do not release the customer from the obligation to comply with the agreed payment obligations; the customer has no right of retention in this respect. The agreement of contractually agreed conditions shall in any case require our written declaration and confirmation.

4. The warranty assumed by us shall expire if the delivered item has been modified by third parties or by the installation of parts of third party origin and the damage is causally related to the modification made. The warranty shall also be excluded if the total weight permissible under the relevant provisions of the Road Traffic Act or the axle pressures or the payload or chassis load capacity on which the delivery contract is based is found to have been exceeded. Natural wear and tear and damage attributable to negligent and/or improper handling, improper operation or improper maintenance/repair are excluded from the warranty.

5. If the object of our delivery/service is taken to a country other than the customer's registered office and the warranty is to be performed there, the customer shall reimburse us for all additional costs caused by the transfer to this country. Furthermore, we reserve the right to request the customer to transport the object of our delivery/service to a repair centre named by us at the customer's expense.

6. Defective parts that have been replaced shall become our property.

VIII. Liability

1. Liability for damages which are only due to slight negligence on our part and/or which have not occurred to the delivery item itself is excluded. This also applies to consequential damages of any kind, unless they are based on an intentional or grossly negligent breach of duty by us. This exclusion of liability shall not apply in cases in which we are liable under the Product Liability Act for

personal injury and property damage to privately used objects in the event of defects in the delivery item. Furthermore, the exclusion of liability does not apply to damages resulting from injury to life, body or health which are based on a negligent obligation by us or an intentional or negligent breach of duty by one of our legal representatives or one of our vicarious agents.

2. Further claims are expressly excluded for parts which we have not manufactured ourselves, in particular due to a product defect for which the manufacturer is responsible. In this respect, we assign to the contractual partner all claims that we have against the respective manufacturer and/or upstream supplier.

3. Insofar as our liability is excluded, this shall also apply to our vicarious agents.

IX. Vehicle adjustment

1. The setting up of vehicles for conversion purposes or repairs shall be free of charge as long as there is no delay in collection. If the latter is the case, we shall charge demurrage and storage fees. Liability for the loss of or damage to parked vehicles or parts thereof or items to be repaired due to theft, fire, riots or other causes for which we are not responsible is excluded, except in the case of intent or gross negligence.

2. We shall not be liable for the additional contents of the vehicle, except in the case of intent or gross negligence, unless they have been handed over to us on the basis of a special agreement.

3. Test drives shall be carried out to the exclusion of any liability for other damages, unless they are due to an intentional or negligent breach of duty by one of our legal representatives or vicarious agents.

X. Export control

1. The contractual partner is aware that the deliveries/services under this contract may be restricted by mandatory or non-mandatory national or international legal provisions on export control. The contracting party undertakes to comply with any such regulations that may exist. Furthermore, he acknowledges that these may change at any time and are to be applied to the contract in the respective valid wording.

2. If deliveries/services on our part are delayed by export control law, an agreed delivery date or the delivery period specified in IV. No. 4 shall be extended by the duration of such delay as well as by the time required for the resumption of the performance of the contract. If the contracting party has culpably violated the export law, it shall compensate us for the damage we have suffered as a result and shall indemnify us against any claims for damages and/or expenses.

XI. Other provisions

1. 86684 Holzheim, Germany, shall be deemed agreed as the place of performance. The place of jurisdiction, if the customer is a merchant, is 86150 Augsburg, Germany.

2. The contractual relationship shall be governed exclusively by German law, whereby the UN Convention on Contracts for the International Sale of Goods shall be excluded.

3. Personal data received within the scope of or in connection with our business relationship / initiation will be stored and processed in accordance with DSGVO (data processing for the fulfilment of contracts [Art. 6 para. 1 lit. b) DSGVO] and legal obligations [Art. 6 para. 1 lit. c) DSGVO]).

If personal data is processed on the basis of your consent, you have the right to revoke your consent at any time with effect for the future. If we process data on the basis of a balance of interests, you have the right to object to the processing of the personal data, taking into account the requirements of Art. 21 DSGVO.

4. Should parts of the contract prove to be void in whole or in part, the validity of the contract shall remain unaffected. Should individual provisions prove to be void, the void provision shall be replaced by a valid provision that comes as close as possible to the economic meaning of the void provision. If this is not feasible, the relevant part of the contract shall be governed by the relevant provisions. The customer may not assign or transfer the contract or any rights or claims under the contract without our prior written consent.

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