

General Terms and Conditions of Sale

Section 1 General / Scope

- (1) Our General Terms and Conditions of Sale ("Terms of Sale") shall apply to all business relationships with our customers regarding the sale of goods or the provision of other services.
- (2) Our Terms of Sale shall apply exclusively. We will not recognise any contradictory or deviating terms and conditions of the customer unless we have expressly agreed to their validity in writing. Our terms of sale shall also be applicable in cases where we perform delivery to the purchaser without reservation, knowing about terms of the purchaser that conflict with, or deviate from, our terms of sale. References to the inclusion of other terms and conditions are expressly objected to. This shall also apply if references to such inclusion are found in commercial letters of confirmation.
- (3) These Terms of Sale shall only apply to companies as defined by § 14 of the German Civil Code, legal entities under public law and special public funds (Öffentlich-rechtliches Sondervermögen).
- (4) We shall be entitled to demand appropriate proof of the customer's identity as a company during contract conclusion as described under section 2.

Section 2 Offer / Conclusion of Contract

- (1) The presentation of our product range in our online shop and our other current advertising materials shall not constitute a binding contractual offer. Offers are subject to change and non-binding, unless they are expressly designated as binding or contain a specific term of acceptance.
- (2) The customer's order shall be deemed a legally binding offer to conclude a contract (unless a binding offer in accordance with subsection (1) already exists. If this is the case, the customer's order shall already be the binding acceptance of our offer). Unless otherwise stated in the customer's offer, we may accept it within fourteen (14) working days of receipt by means of order confirmation or delivery. During this period, the customer shall be bound by its offer.
- (3) Sales contracts are concluded via our online shop as follows: The customer submits a legally binding offer by placing the goods in the "shopping basket" and correctly completing the online ordering process. We may accept this offer within fourteen (14) days of receipt of the order. During this period, the customer shall be bound by its offer.
- (4) Supplementary agreements, contract amendments or additions, the assurance of product properties as well as information, recommendations or warranties for our products, information on special prices, discounts, delivery times, other costs as well as any goodwill gestures shall only take effect when we confirm them in writing (e-mail suffices to comply with the written form).
- (5) The contract shall be concluded subject to correct and timely self-delivery by our suppliers; this reservation shall only apply in the event that we have concluded a congruent hedging transaction with the supplier and are not responsible for any incorrect or non-delivery.
- (6) Any consultation offered by us in connection with a sale shall not be binding and shall not form part of the contract unless a written consultancy agreement has been explicitly concluded.
- (7) The sample images, drawings, weight and measurement specifications provided in the course of contract negotiations shall only become part of the contract if they have been agreed as binding in writing. We shall also reserve the right to make technical changes on the part of our suppliers and to use other components and materials of an identical quality and technical function. No liability shall be accepted for errors and faults.
- (8) We reserve ownership rights and copyright to illustrations, drawings, weight and measurement specifications and other documents. This shall apply in particular to written documents marked as "Confidential". The customer shall require our express written consent should it wish to reproduce documents marked as confidential or pass them on to third parties.

Section 3 Prices / Terms and Conditions of Payment

- (1) Unless otherwise specified in the order confirmation, our prices shall apply „FCA Incoterms 2020“ (based on the warehouse from which we ship), not including packaging, which shall be charged separately.
- (2) Our prices shall not include statutory value added tax. VAT shall be listed separately in the invoice at the statutory rate applicable on the invoice date.
- (3) The full net purchase price shall become due upon delivery and receipt of the invoice.

(4) The payment terms for orders placed via our online shop can be viewed at www.leab.eu/en/support/faq.

(5) The customer may only offset counter-claims which are legally established, undisputed or where such claim is synallagmatic to our claim against which the customer offsets. In addition, the customer shall be entitled to exercise a right of retention insofar as its counter-claim is based on the same contractual relationship.

(6) We shall be entitled to refuse any outstanding obligations under the contractual relationship if the customer is in default of payment or if it becomes apparent after conclusion of the contract (e.g. by filing for insolvency) that our payment claim from the respective contractual relationship is at risk owing to the customer's inability to pay.

(7) In so far as we have assumed the erection or assembly function – unless otherwise agreed – the purchaser shall bear all the necessary ancillary costs in addition to the agreed compensation, e.g. travelling costs, costs for the transport of tools and of personal luggage.

(8) We are entitled to render part performance if (a) part performance is suitable for the customer's contractually intended use, (b) rendering of the remaining performance is assured, and (c) the purchaser does not face significant additional costs.

Section 4 Delivery / Delivery Period / Risk Assumption

- (1) The start of the agreed delivery period requires clarification of all technical issues. Any dates which we have indicated for supplies and services are only approximate unless a fixed delivery time/date is expressly stated or agreed. Unless specified otherwise, the agreed form of delivery shall be "FCA Incoterms (2020)" (based on the warehouse from which we ship).
- (2) Should we be in default of delivery for reasons for which we are responsible, the customer shall grant us a reasonable period of grace, unless it is a transaction for delivery on a fixed date pursuant to § 376 of the German Commercial Code. After futile expiry of this period, the customer may withdraw from the contract. The customer shall only be entitled to claims for damages due to non-fulfilment if the delay is due to intent or gross negligence.
- (3) If a delivery has been agreed, the risk of accidental loss and accidental deterioration shall transfer to the customer as soon as we have handed over the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.
- (4) For risks not to be borne by us, we shall only take out transport insurance at the express request of the customer. The costs for such insurance shall be borne by the customer.

Section 5 Damages in transit

Should the customer detect damage to the packaging upon receipt of a delivery, it must have the damage confirmed in writing by the transport company upon acceptance of the goods.

Section 6 Warranty for defects

- (1) The customer shall be obliged to examine the goods upon receipt in accordance with § 377 of the German Commercial Code and to give notice in writing within five (5) working days. Hidden defects discovered at a later date must be reported to us within three (3) working days. Otherwise, the goods shall also be deemed approved with regard to these defects. The customer shall bear the burden of proof for timely notification.
- (2) The customer shall not have the right to make claims based on defects, unless he has fulfilled the duty to examine the goods/service and give notice under § 377 of the German Commercial Code.
- (3) Unless otherwise agreed, the return of rebuked goods shall be carried out as follows: Along with the notice of defects (see section 6 (1)), the customer shall send us the information required for the proper processing of the return shipment, in particular the order number, file number, exact description (part number) and quantity of the rebuked goods. At our request, the rebuked goods must be returned to us initially at the expense of the customer. Should the complaint be justified, we shall reimburse the customer for the costs of the cheapest shipping route; this shall not apply if the costs increase because the goods are located at a destination other than the location of the contractually agreed use. Subsection (1) (Granting the necessary time and opportunity to examine complaints and other objections) shall remain unaffected.

(4) In any case, the customer shall grant us the time and opportunity necessary to examine complaints and other objections as well as for supplementary performance, in particular to make the relevant goods available to us for inspection purposes or – in the case of their fixed installation or similar local immobilisation – to provide access to them. Subsection (2) remains unaffected.

(5) If the object of sale has a defect, we shall be obliged, at our discretion, to repair or to deliver a flawless object of sale. In the event of remedy by repair, we shall be obliged to bear all the necessary costs of the repair, especially transport, travel, labour and material costs, not including additional costs caused by transportation of the object of sale to a place other than the place of delivery/performance.

(6) Should remedy fail, the customer shall grant us a reasonable period of grace. Should we be unable to remedy the defect or deliver a defect-free object of sale within this period, the customer shall be entitled, at his discretion, to withdraw from the contract or demand a price reduction. Otherwise, the statutory provisions shall apply.

(7) The limitation period for defects shall be 12 months from the transfer of risk.

Section 7 Liability

(1) Any further claims of the customer other than the warranty claims described in section 6, irrespective of their legal basis, shall be excluded. In particular, we shall not be held liable for damages not incurred by the object of sale itself. We shall not be liable for lost profit or other assets and consequential damages suffered by the customer.

(2) The above limitation of liability shall not apply in the event of mandatory statutory liability (e.g. pursuant to sections 1 and 4 of the German Product Liability Act), in the event of injury to life, body or health or if the damage was intentionally caused by us.

(3) Insofar as our liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of our institutions, legal representatives, employees, workers and vicarious agents.

(4) Should we have breached an obligation which is not accountable to a defective object of sale, the customer may only withdraw from or terminate the contract if we are responsible for the breach of duty; otherwise the statutory provisions shall apply. A free right of termination by the customer, in particular according to §§ 648, 649 of the German Civil Code, shall be excluded.

Section 8 Extended retention of title

(1) We shall retain title to the object of sale until all payments under the delivery contract have been received (the "reserved goods").

(2) In the event of seizures or other actions by third parties, the customer must notify us immediately in writing so that we can take action in accordance with § 771 of the German Code of Civil Procedure. Unless the third party is able to refund our court expenses and legal fees of an action under § 771 of the German Code of Civil Procedure, the customer shall be liable for the loss suffered by us.

(3) In the event the reserved good is processed or inseparably mixed (Vermischung) with other items not owned by us, we shall be entitled to an ownership share in the new item on a pro rata basis relating to the value of the reserved goods.

(4) Our ownership or ownership share in the new item created by processing or mixing shall be deemed a reserved good within the meaning of these Terms of Sale.

(5) The customer shall be entitled to sell reserved goods in the ordinary course of business, provided that he is not in default. The customer's claim arising from the resale of the reserved goods shall hereby be assigned to us. In relation to new items resulting from processing or mixing where we have an ownership share, the assignment shall only apply to the amount of the value of our ownership share.

(6) Should the reserved goods be sold in conjunction with other items, the assignment of the claim from the further sale shall only apply to the amount of the sales proceeds attributable to the reserved goods. Should the reserved goods be combined with the object of a third party (installation), the customer shall also assign to us such claims against third parties arising from this in the amount attributed to the value of the reserved goods. The customer may collect the claims assigned to us as long as it is not in default with its payment obligations towards us.

(7) We undertake to release the securities provided to us at the request of the customer to the extent the achievable realization value of our securities exceeds the secured claims by more than 10 %. We shall have the right to select the securities to be released.

Section 9 Right of withdrawal

(1) In the following cases, we shall be entitled to withdraw from the contract extraordinarily and without prior notice: a) If, contrary to the assumption existing prior to conclusion of the contract, it should emerge that the customer is not creditworthy. Credit unworthiness may be presumed without more ado in the event of a bill or cheque protest, suspension of payment by the customer or an unsuccessful enforcement attempt against the customer. It is not required that these situations arise in the contractual relationship with us. b) Should the customer have made incorrect statements with respect to his creditworthiness and these statements are of significant importance for the conclusion of the contract.

(2) Otherwise, our right of withdrawal as well as the right of the customer to rescind the contract shall be governed by the statutory provisions.

Section 10 Force Majeure

(1) We shall not be liable for the impossibility or delay in performance insofar as it is based in each case on force majeure or another event that was not foreseeable at the time of the conclusion of this contract and for which we are not responsible (force majeure; e.g. disruptions of operations of any kind, fire, natural disasters, epidemic, pandemic, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, delays in any necessary official approvals, official/sovereign measures).

(2) We are not liable for either disruptions or delays in performance caused by the currently ongoing epidemic/pandemic of the SARS-CoV-2 (COVID-19) coronavirus or its after-effects. Such disruptions or delays also constitute cases of force majeure. The purchaser is aware of the currently ongoing epidemic/pandemic and the uncertainty of further developments (in particular, but not exclusively, the further spread of the epidemic/pandemic and further direct or indirect plant closures and/or infrastructure closures and/or raw material shortages and the possibility that our performance could be negatively affected thereby).

(3) If we obtain aware of an event within the meaning of paragraph (1) or paragraph (2), we shall inform the customer immediately. Any performance deadlines/dates envisaged shall be automatically extended/postponed by the duration of this event, plus a reasonable start-up period. If such events make it considerably more difficult or impossible for us to provide the service and are not only of temporary duration, we are entitled to withdraw from the contract. If the customer no longer has any interest in us providing the service after the event in the sense of paragraph (1) has ceased to exist, the customer shall also be entitled to withdraw from the contract.

Section 11 Place of Performance / Place of Jurisdiction / Final Provisions

(1) The substantive law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

(2) For all claims arising out of or in connection with the contract concluded by the customer and us, the place of performance shall be the registered company seat of LEAB Automotive GmbH. The place of jurisdiction for all disputes arising directly or indirectly from the contract shall be DE-24866 Busdorf, Germany.

(3) Even if individual points of the contract become invalid, the remaining parts of the contract shall remain binding. Insofar as provisions have not become part of the contract or are invalid, the content of the contract shall be governed primarily by the statutory provisions (§ 306 (2) German Civil Code). Only in all other respects and to the extent that no supplementary interpretation of the contract has priority or is possible, shall the parties replace the invalid or void provision with a valid provision which reflects as closely as possible the economic intent of the invalid or void provision.

LEAB Automotive GmbH

Thorshammer 6

24866 Busdorf

Germany