

These terms and conditions together with the documents referred to in them (collectively “**Terms**”) tell you the exclusive basis on which we will supply Products and/or Services to you („**Customer**”, “**you**”, “**your**”) when you place an Order. Please read these Terms carefully before ordering any Products or Services from us. By ordering any of the Products and/or Services, you agree to be bound by these Terms. These Terms apply exclusively. Any of the Customer’s terms and conditions that differ from, contradict or supplement these Terms shall only become part of the Contract if and to the extent that we have expressly agreed to them in writing. This requirement of consent applies in all cases, for example even if the Customer refers to its terms and conditions in the Order and we do not expressly object to them.

These Terms only apply vis-à-vis entrepreneurs pursuant to Sec. 14 para. 1 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) and legal entities under public law as well as special funds under public law within the meaning of Sec. 310 para. 1 BGB. An entrepreneur within the meaning of this section is a natural or legal person or a partnership having legal capacity who or which, when entering into a legal transaction, acts in exercise of his/her/its commercial or self-employed business.

You should retain a copy of these Terms for future reference.

The Products and/or Services are provided by **STAHLGRUBER GmbH**, a company incorporated under German law and whose registered office is in Pöing, registered in the Commercial Register of the Local Court of Munich under HRB 163613 (VAT ID no. DE250509458) (“**Company**”) and/or its Affiliates (together or individually referred to as “**we**”, “**us**”, “**our**”).

You and we may be referred to within these Terms individually as a “**Party**” and collectively as the “**Parties**”.

STANDARD CONDITIONS

1 DEFINITIONS & INTERPRETATION

1.1 The following definitions apply in this Terms:

ABC Laws: means all applicable and relevant anti-bribery and corruption legislation, statutory instruments, regulations and codes from time to time in force which apply to you or apply in the territory in which you, the Company and/or its Affiliates operate.

Affiliate: means affiliates within the meaning of Sec. 15 et seq. of the German Stock Corporation Act (Aktiengesetz, AktG).

Anti-Slavery Laws: means all applicable anti-slavery and human trafficking legislation, statutory instruments, regulations and codes from time to time in force which apply to you or apply in the territory in which you, the Company and/or its Affiliates operate.

Applicable Laws: means all applicable and relevant laws, including the ABC Laws, the Anti-Slavery Laws, and all other relevant legislation, statutory instruments, regulations and codes in force from time to time.

Business Day: means a day other than a Saturday, Sunday or public holiday in the jurisdiction in which the Company operates.

Catalogue: means the list of the Products and/or Services, available on paper or electronically such as on the Websites or E-commerce.

Confidential Information: means any information concerning the business, affairs, customers, clients or suppliers, and the like, disclosed, directly or indirectly by the disclosing Party or of any of its Affiliates, including information relating to the disclosing Party’s operations, plants, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities, technical data, physical/tangible samples, research, products, services, development, inventions, specifications, techniques, manuals, formulations and compounds, drawings, engineering specifications, operating methods and instructions, marketing strategies and analyses, projections, financial information, reports, whether or not marked confidential, but in all cases excluding the information in clause 22.3.

Contract: has the meaning given in clause 2.3.

Cover Period: has the meaning given in clause 12.2.

Data Privacy Laws: means all applicable laws, legislation, statutory instruments and regulations in force from time to time that relate to data protection, the processing of personal data and/or electronic communications, which are relevant to the Contract and/or apply given the territory in which you, the Company and/or its Affiliates operate.

Delivery Date: means, as applicable, the date on which (i) Products sold by us are delivered to you; or (ii) Services supplied by us are performed.

Exceptions: has the meaning given to it in clause 9.

Force Majeure Event: means any external event or circumstance caused by elementary natural forces or by actions of third parties, which is not foreseeable according to the human insight and experience, which cannot be prevented or rendered harmless by economically acceptable means even by use of the utmost care that can be reasonably expected under the circumstances and which cannot be accepted because of its frequency, including: flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, armed conflict, invasion, imposition of sanctions, embargo, nuclear, chemical or biological contamination; any law or any action taken by a government, regulatory or public authority, including without limitation imposing an export or import restriction, quota or prohibition, general shut down or lockdown; material, components and/or raw material shortage; and collapse of buildings, fire, explosion or accident.

Good Industry Practice: means the exercise of that degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional and experienced person engaged in the same type of undertaking under the same or similar circumstances.

Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Liability: has the meaning given in clause 14.1.

Order: means an order for Products and/or Services requested by you in accordance with these Terms, either through our representatives, in-store, by telephone, through a purchase order, through our online portals, catalogues and/or websites (the “**Websites**”) or “**E-commerce**”), or by any other means agreed with us.

Products: means any and all goods and/or products (e.g. spare parts for motor-vehicles and heavy vehicles) that may be sold by us and ordered by you.

Restricted Party: means an entity, or individual or other person listed on, or owned or controlled directly or indirectly by a person listed on a Sanctions List, or located or incorporated in any country (including at the time of this Terms, Crimea, Cuba, Iran, North Korea, Sudan and Syria) which is the target of country wide Sanctions, or a person acting on behalf of such a person.

Return Form: means the return authorization form or process drafted by us from time to time to be used to return Products to us, and available from us on request.

Sanctions: means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority.

Sanctions Authority: means the Cabinet of the Federal Government of the United Arab Emirates; the United Arab Emirates Committee for Goods & Materials Subjected to Import and Export Control; the UN,

the European Union (and any of its member states), Switzerland, the UK, the US, and any other relevant sanctions authority where the Parties may agree to export from time to time, including without limitation the governments and official institutions of any of the above, such as His Majesty’s Treasury and/or the United States Department of the Treasury, Office of Foreign Assets Control.

Sanction Lists: means any of the lists of designated Sanctions targets made and maintained by a Sanctions Authority and includes without limitation the Consolidated List of Financial Sanctions Targets and/or the Specially Designated Nationals and Blocked Persons list, the Foreign Sanctions Evaders list, and the Sectoral Sanctions Identification list maintained by the Office of Foreign Assets Control, or any similar list or public announcement of a Sanctions designation made by, a Sanctions Authority, each as amended, supplemented or substituted from time to time. This applies even though those lists may not apply to you as a matter of law.

Services: means any and all services (including Support and Maintenance Services) that may be sold by us and ordered by you.

Software, Software Owner, Software Payments and Software Problems: have the respective meanings given to them in clause 4.

Tax: any taxes, levies, imposts, duties, tariffs, charges or similar payments imposed by any statutory, governmental, international, state, federal, provincial, local or municipal authority, agency, body or department whatsoever, in each case whether in the EU Member State the United Kingdom or elsewhere concerned, together with any penalties, fines, surcharges or interest relating thereto.

VAT: means value added tax chargeable at the applicable rate in the EU Member State, the United Kingdom or elsewhere concerned and any similar, additional tax, which must be included in any payments due under these Terms.

Warranty, Warranty Period and Warranty Conditions: have the respective meanings given to them in clause 9.

1.2 In these Terms, unless the context requires otherwise:

1.2.1 the words “include”, “includes”, “including”, “in particular” or any similar words or expressions are not limiting.

1.2.2 references to “writing” include email but exclude any communication by other means of electronic transmission (e.g. electronic messaging).

1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

2 APPLICATION

2.1 All offers by us are non-binding and subject to change (freibleibend), unless otherwise agreed between the Parties (in writing). In case of binding offers, the Customer may accept our offers within 14 days.

2.2 A cost estimate provided by us and submitted to the Customer does not constitute an offer. The Customer can submit an Order on the basis of such cost estimate which we may accept within 14 days from receipt at our discretion.

2.3 Each Order for Products and/or Services by you to us will be deemed to be an offer by you to purchase the Products and/or Services specified in the Order from us subject to these Terms. A contract for the supply of Products and/or Services (a “**Contract**”) will come into existence when we despatch the Products, send you an email confirming that your Products have been despatched, start performing the Services or provide express confirmation that your Order has been accepted (whichever is the earlier).

2.4 We are free not to accept Orders at our sole discretion.

2.5 These Terms apply to each Contract to the exclusion of all other terms and conditions, including any that you purport to apply under any purchase order, order confirmation or similar document (whether or not referred to in the Order) and/or which may be implied by trade, practice or course of dealing. They supersede all prior dealings, negotiations, warranties,

representations or agreements between us in respect of the subject-matter of the Contract whether written or oral unless there is mandatory laws and regulations providing otherwise.

2.6 You agree that it is your responsibility to ensure that you have ordered the correct Products and/or Services from us and that the Products and/or Services are suitable and fit for the purpose(s) they are intended to be used for by you, including where there are other alternative or similar products and/or services offered by us. We do not offer advice to you in respect of the suitability of any Products or Services.

2.7 By placing an Order with us, you warrant that (i) the particulars of your Order and any applicable specification are complete, accurate and not misleading or fraudulent and contain all the necessary elements for the correct identification of the Products and/or Services ordered; and (ii) the person placing the Order is authorised to enter into binding contracts on behalf of the Customer.

2.8 No variation or amendment of these Terms will be valid unless made in writing. Legally relevant declarations and notifications of the Customer in relation to the Contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. In these Terms, the written form requirement includes the written and text forms (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubt as to the legitimacy of the person making the declaration, remain unaffected.

3 PRODUCTS AND SERVICES

3.1 Any brochures, specifications, Catalogues, particulars, descriptions, weights, measures, shapes, dimensions, designs, drawings, images and illustrations, application guides and information, price lists and other advertising and/or any marketing materials and matters are intended only to present a general idea of the Products and/or Services described in them and the images of the Products on the Websites or E-commerce or otherwise are for the sole purpose of giving an approximate idea of the relevant Products or Services.

3.2 Without prejudice to clause 3.1, we cannot warrant or guarantee that the appearance and/or colours of Products shown on the Websites or E-commerce, our catalogues, brochures, documents or otherwise exactly reproduce the appearance and/or colours of the physical Products themselves unless expressly agreed upon in a Contract. Natural products may show some colour variations against your vehicle colour (whereby such colour may have been distorted due to weather conditions). Where we agree to provide a specifically mixed paint product, it is your responsibility to check the accuracy and suitability of such product and use it in accordance with any manufacturer's guidance and instructions provided.

3.3 Compliance with the periods of delivery or performance shall be subject to the correct and timely delivery from our suppliers to us provided that congruent hedging transactions have been concluded with suppliers.

3.4 You will not remove, alter, deface, obfuscate tamper or deny with any of the identifying marks, names or numbers affixed to or marked on the Products nor allow anyone else to do so.

3.5 You will comply with our reasonable instructions and provide such cooperation and assistance as we may reasonably request in connection with:

3.5.1 any product recall initiated by or involving us and relating to the Products;

3.5.2 any other corrective action initiated by or involving us to address actual or potential defects, safety or compliance issues relating to the Products; or

3.5.3 any notification to and/or investigation by a regulatory authority concerning actual or potential defects, safety or compliance issues relating to the Products.

4 ELECTRONIC EQUIPMENT & SOFTWARE

4.1 Any electronic and/or computer data or programme(s) (or parts or developments thereof) and/or any programming code(s) including source code(s) and object code(s) ("Software") may be made available to you via the purchase of certain electronic Products (e.g. diagnostic kits). In order to benefit from using such Software you may be required to purchase a li-

cence through a single payment, multiple payments or subscription payment(s) ("Software Payments") with the manufacturer or other third parties (the "Software Owner"). By ordering such electronic Products (including any Software) you acknowledge and agree that we have no control over such Software or Software Payments (notwithstanding that we may collect these Software Payments on behalf of the Software Owner).

4.2 By using the Software, you agree to be bound by any applicable Software Owner's terms and conditions. You will indemnify the Company and its Affiliates in respect of any losses, liabilities, damages, costs and expenses they do or will incur as a result of your culpable breach of any applicable Software Owner's terms and conditions.

4.3 If a Software is not part of a Contract but provided separately by a third party Software Owner, we do not create or commission the creation of any Software and are not responsible for the content or for any changes, mistakes, faults, defects, inaccuracies, irregularities or any other problems ("Software Problems") encountered with any Software. Any Software Problems should be directed to the Software Owner.

4.4 You will be wholly responsible for the use of the Software and any Software Payments incurred or to be incurred.

5 PRICES

5.1 The agreed prices are net prices, payable in euros and apply Ex Works (EXW) Incoterms 2020 at the relevant Company facility.

5.2 Any prices quoted to you for Products and/or Services will be given as at the time the quotation is provided. The prices may be altered at any time prior to the shipment and/or provision (as applicable) of those Products and/or Services, unless fixed prices were already agreed between the Parties. If more than four months elapse between the conclusion of the Contract and the agreed delivery of the goods/performance of the contractual service, the applicable price shall be the list price valid on the day of delivery/performance. If the price determined in this way is more than 5% higher than the original price, the Customer shall have the right to withdraw from the Contract.

5.3 We reserve the right to adjust our prices accordingly if, after the conclusion of the Contract, cost increases occur, in particular due to collective wage agreements or changes in the price of materials. We are obliged to proceed in the same way if costs decrease. We shall provide the Customer with evidence of both cost reductions and cost increases as soon as and insofar as they have occurred, and we shall take them into account in the event of cost increases or cost reductions.

5.4 All prices listed are exclusive of any packaging, insurance and shipping costs and any VAT or other sales tax or duty that may be applicable which will be payable by you in addition to the price unless otherwise stated.

6 PAYMENT

6.1 Subject to clause 6.2, the following shall apply unless otherwise agreed in text form by an authorised Company employee:

6.1.1 The purchase price or the invoiced amount and prices for additional services fall due for payment in full on the handing over of the object of purchase or the acceptance of work and service and the delivery or remittance of the invoice.

6.1.2 If Customer is a businessman and makes regular purchases of goods, he may, at our sole discretion get a customer number granting him a payment term of 14 days counting from the date of invoice without any further discounts.

6.1.3 Invoices for services and repair work as well as invoices for miscellaneous services such as spare parts for machines and equipment as well as used materials are due immediately.

6.2 If you fail to make any payment due under the Contract or any other agreement with the Company or any of its Affiliates, or if after confirmation of the Order by us reasonable doubts arise as to your creditworthiness, then (i) all invoices will become due immediately unless adequate security can be offered by you which shall only be accepted by us at our reasonable discretion; (ii) we will be entitled to require payment in advance of any further supply of Products and/or Services to you; and (iii) we will be entitled to

suspend further deliveries of Products and/or performance of Services to you until all outstanding payments have been made and we are satisfied as to your creditworthiness.

6.3 Payment of invoices will be made in full to us without deductions, whether payment is by bank transfer, in cash (subject to any limit defined by law) or debit and credit card (when this type of payment is accepted by us). If Customer conducts payments with us on the basis of a SEPA-Direct Debit mandate, the period of prenotification shall be 1 calendar day prior to maturity. When the amount to be paid is up to the limit for cash payments defined by law (if any), it shall not be paid in part by cash but it shall be fully paid by non-cash payment, even if the partial cash payment is lower than the relevant limit.

6.4 Without prejudice to any other rights that we may have (including the right to suspend any further deliveries or installation), if you fail to pay the invoice price by the due date, we may charge you interest on any overdue amount at the rate specified by Applicable Law from the due date to the date of payment.

6.5 We shall be entitled to demand a deposit from you at the time of ordering. This will be confirmed to you prior to our acceptance of an Order, if relevant.

6.6 Customer may only offset his own claims against our claims, if his claims are acknowledged or covered by a legally binding title. In case of a contract for works and services (Werkvertrag), Customer may also offset any claims based on remedying any defect and/or additional cost for completion of the work, if such claims are based on the same contract for works and services. He may only claim a right of retention as far as it is based on claims originating from the purchase contract of the contract for works and services.

7 DELIVERY, STORAGE & UNLOADING

7.1 You will prescribe your requested address and mode of delivery in an Order. Where you opt to collect the Products, the Products shall be delivered Ex Works (EXW) Incoterms 2020 at the relevant Company facility and delivery will be deemed to occur when we accept your Order. Where Products are shipped to you, delivery will be deemed to occur when the Products are delivered to the shipper in accordance with any Incoterms specified in the Order (or as otherwise agreed by you and us).

7.2 Delivery will be made as soon as possible.

7.3 The packaging of the Products for delivery will be compliant with our reasonable standards, also in relation to the means of transport to be used (where applicable), save in the case of specific requests in text form by you and accepted by us. In this case, all costs relating to any special packaging required shall, without prejudice to clause 5.4, be borne by you in addition to the price for the relevant Products set out in an Order and any other packaging charges specified.

7.4 If specific means of unloading Product(s) are required on delivery, it is your responsibility to provide these. We may inform you in advance if any other special means will be required by us to unload the Products at your premises, where relevant.

We may (at our discretion) deliver the Products by instalments in any sequence according to our stock availability as long as these are not unreasonable for the Customer. Where the Products are delivered by instalments, no default or failure by us in respect of any one or more instalments will affect the Contract in respect of the Products previously delivered or undelivered Products

7.5 Upon receipt of the Products, you are obliged to verify that:

7.5.1 the number of packages delivered corresponds to the number indicated in the accompanying document;

7.5.2 the Products correspond to what is actually indicated in the accompanying document;

7.5.3 the packaging is intact, undamaged, not wet or otherwise altered or rigged, including the sealing materials/seals (adhesive tape, straps, etc.); and

7.5.4 the Products have been delivered undamaged and materially comply with their description (where appropriate, to the carrier by marking the appropriate transport document as "collection with reserve due to missing and/or damaged no. ... packages").

You will notify us immediately if any of the circumstances in clauses 7.5.1 to 7.5.4 are not the case. The absence of any notification by you within 5 days of your receipt of the Products will be deemed conclu-

sive evidence that the Products have been accepted by you in conformance with the Contract. The same shall apply regarding hidden defects from the moment they are discovered.

7.6 Notwithstanding clause 7.5, your signing of the shipper's transport document implies full acceptance of the goods delivered with reference to, for example, the packaging, the number of packages received, the correspondence between the type of Products ordered and the type of Products delivered, the integrity and external characteristics of the Products, save for any defects which are not readily apparent on such inspection.

7.7 Any claim that any Products have not been delivered to you by us or our appointed carriers where we claim by way of notification to you that we have delivered the same to you or our appointed carriers have obtained a signature for the delivery of the Products, such claim must be notified by you to us within 7 days of our notification to you.

7.8 If we cannot execute the complete Order due to the unavailability of the Products ordered by you, we shall inform you of the actual availability of the Products ordered and you shall have the right to modify the Order.

7.9 If for any reason it is not possible for you to accept the delivery of the Products on the agreed Delivery Date, you must notify us immediately in writing upon you receiving confirmation of such date. If you fail to take delivery of the Products or accept performance of the Services or any part thereof at the time agreed for delivery, then you shall be liable for any additional costs or expenses we do or will incur in respect of such delay. Any further statutory rights shall remain unaffected.

7.10 If you fail to take delivery of the Products, and fail to provide us with appropriate notice or fail to give us adequate delivery instructions at the time stated for delivery then (unless you are not at fault), without limiting any other right or remedy available to us, we may at our reasonable discretion:

7.10.1 store the Products until actual delivery and charge you for the reasonable costs (including insurance) of the failed delivery and aborted installation costs, storage, re-delivery and installation costs; and/or

7.10.2 dispose of the Products in any reasonable way, including by sale to another person. Where we elect to sell the Products, you shall be liable for any shortfall below the price under the Contract plus any relevant packaging, insurance, carriage and delivery costs.

8 RISK AND TITLE

8.1 Risk in the Products passes to you when they are delivered to you in accordance with clause 7.1.

8.2 To the extent permitted by Applicable Laws:

8.2.1 title in the Products will remain with us and will not pass to you until the amount due under the invoice for them or any other outstanding invoice from us to you (including interest and costs) has been paid in full to us (in cleared funds); and

8.2.2 any right of resale you have in respect of the Products will cease to apply upon notification by us in the event you become Insolvent or if your financial situation deteriorates or threatens to deteriorate significantly and if this jeopardises the fulfilment of liabilities under the Contract.

8.3 Where Products are ordered by way of and are subject to a third party funding arrangement with the third party funder ("Finance"), title to the Products will, to the extent permitted by Applicable Laws, remain with us until you have authorised release of the Finance and it has been paid to us, at which point title to the Products will pass to the third party funder.

8.4 Subject to above clauses, until title of the Products has passed to you, you will (i) hold the Products on a fiduciary basis as our bailee; (ii) store the Products (at no cost to us) separately from all other products belonging to you or any third party in such a way that they remain readily identifiable as our property; (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; (iv) maintain the Products in a reasonable condition and keep them insured on our behalf for their full replacement value against all risks to our reasonable satisfaction. Claims against the insurance company arising from a loss event are hereby assigned to us in the amount of the value of the reserved Products. We

accept this assignment. On request you will produce the policy of insurance to us; and hold the proceeds of such insurance on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

8.5 If the Customer materially breaches a Contract, in particular in the event of default in payment, we shall be entitled to terminate the Contract after the unsuccessful setting of a reasonable deadline for performance and to demand the return of the Products subject to retention of title. The Customer shall surrender such Products to us. After taking back the respective Products, we are authorized to dispose of them. The Customer shall be liable for any damages caused thereby including e.g. the difference between the agreed purchase price and the proceeds of the sale to a third party. We reserve the right to assert further claims against the Customer.

8.6 The Customer shall be entitled to resell the Products in the ordinary course of business; however, the Customer hereby assigns to us all claims in the amount of the purchase price (including VAT) which the Customer accrues from the resale of the Products to third parties, irrespective of whether the Products have been resold without or after processing of the same. The Customer shall remain authorized to collect these claims even after the assignment whereby our authorization to collect the claims ourselves remains unaffected by this. We will not collect the claims ourselves as long as the Customer fulfils its payment obligations in accordance with the Contract, no application for the opening of insolvency proceedings has been filed and Customer's financial situation does not deteriorate or threaten to deteriorate significantly which in turn would jeopardise the fulfilment of liabilities under the Contract. If one of the latter circumstances has occurred, the Customer shall, at our request, provide us with all information necessary for the collection of the assigned claim, hand over the relevant documents and inform the debtors concerned (third parties) of the assignment.

8.7 The processing or transformation of the Products by the Customer shall always be carried out on our behalf. If the Products are processed with other items not belonging to us, we shall acquire co-ownership of the item in the ratio of the value of the Products to the other processed items at the time of processing.

8.8 If the Products are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the Products to the other mixed items. The Customer shall keep the Products regarding which we retain co-ownership for us on our behalf.

8.9 The Customer may neither pledge Products nor assign them as security. If such a transfer by way of security already arises upon delivery of the Products (e.g. due to the transfer by way of security of an entire stock of goods) or in the event of seizure or confiscation or other dispositions by third parties, the Customer shall notify us immediately and provide us with all information and documents necessary to safeguard our rights. Any enforcement officers or third parties must be informed of our ownership. The conclusion of financing agreements which include the transfer of ownership in our reserved Products (e.g. sale and lease-back agreements) shall require our prior written consent, unless the agreement irrevocably obliges the financing institution to pay the purchase price directly to us.

8.10 In the event that the value of our securities exceeds the claims to be secured by more than 20%, we will release the securities to this extent at the Customer's request. We may select the securities to be released.

9 WARRANTY

9.1 The agreed specifications shall constitute the basis of any liability for defects and any warranty claims shall be subject to a maximum warranty period (the "Warranty Period") of twelve months from the date of delivery (the "Warranty"). The sale of used items is subject to the exclusion of any warranty (Sec. 444 BGB).

9.2 In case of defects, the warranty shall be restricted to the right of subsequent performance unless stipulated otherwise in clause 9.6. In such case, we shall, at our choice, be entitled to the removal of defects or a replacement delivery or substitute performance. The

Customer's right to remedy the defect itself shall be excluded unless the Contract constitutes a contract for works and services (Werkvertrag).

9.3 The Customer shall stipulate a deadline for the subsequent performance which must be adequate and submitted in text form. We may refuse subsequent performance if the same is only possible at disproportionate costs.

9.4 Return deliveries for the purpose of subsequent performance may only be effected upon our consent in text form. The risk of accidental loss and accidental deterioration shall not pass to us until the Products are handed over to us at our place of business. Any expenses for the inspection and subsequent performance, in particular the costs of transport and materials shall be borne by us if a defect actually exists. If, however, a request by the Customer to remedy a defect proves unwarranted, we may claim from the Customer compensation for the costs incurred in this context.

9.5 In case of replacement deliveries for the purpose of subsequent performance, the Customer shall return the Product.

9.6 In the event that we are not willing or able to provide subsequent performance, in particular if the same is delayed beyond reasonable periods for reasons for which we are responsible or if the subsequent performance fails for other reasons, the Customer is entitled to withdraw from the Contract in accordance with the statutory provisions. This shall not apply to insignificant defects. Such an insignificant defect is given if the effort to remove the defect does not exceed an amount of five percent of the order value. In such case, the Customer is only entitled to a reduction of the purchase price. Claims for damages shall be subject to clause 14.

9.7 In the event of changes to the Products which the Customer carries out or has carried out by third parties without our prior consent, the warranty shall cease to exist unless the Customer proves that there is no causal relationship between the change and the defect. The same shall apply to defects resulting from a specification of the Customer.

9.8 If you wish to make a claim under the Warranty, please do so by completing a warranty claim form (available from us on request) including a full description of the fault and despatch such Products to us within 8 (eight) calendar days from becoming aware of the suspected malfunctioning of the Product and any proof of purchase.

9.9 In the event of a specific request by you, any possible and additional external laboratory tests may be carried out by us in respect of a suspected Product malfunctioning. Any such tests (including the costs and expenses associated with transporting the Products to the relevant test site) will be at your cost and expense unless the existence of a defect is confirmed. The inspection to determine whether a defect exists shall be carried out by the manufacturer on our behalf.

9.9.1 If we are obliged to bear the costs for the removal and installation of a defective purchased item, the customer may claim reimbursement of the actual costs incurred as well as a reasonable portion of their overheads ('expenses'). For the purposes of this provision, overheads shall include only such necessary operating expenses incurred during the repair period, such as rent, personnel, or administrative costs.

9.9.2 In the event of a reimbursement of expenses in accordance with section 9.9.1, we shall reimburse these expenses at a lump sum of €42.50 per working hour. The customer may claim reimbursement of additional costs if they can prove that their actual expenses were higher in the specific case.

9.10 Unless agreed to otherwise, the place of performance for any claims regarding subsequent performance shall be at the branch responsible for the Customer.

9.11 There is only an obligation to update products with digital content, elements and digital services if this has been expressly agreed with us in writing prior to provision. In the case of a product with digital content, elements and digital services, the warranty period for any warranty claim begins at the start of the agreed provision period; in the case of an updated software version, it begins with the provision of the new version.

9.12 Special provisions regarding Contracts for Works and Services (Werkverträge):

9.12.1 Customer hereby irrevocably consents that we

may also use any third party to perform Customer's orders.

9.12.2 Based on our claim arising from the order a contractual right of lien on the objects arrived in our possession by virtue of the order is due to us.

9.12.3 A contractual right of lien may also be claimed for works and other services executed earlier as far as they are associated with the ordered object. For other claims from the business connection the contractual right of lien only applies as far as these claims are unquestioned or a non-appealable title is submitted and the object of order is owned by Customer.

9.12.4 In case of the construction of buildings and/ or planning or supervisory tasks to that end, the statutory provisions for the limitation period shall apply (§ 634 a Sec. 1 No. 2 BGB), unless the VOB/B (German Construction Contract Procedures) apply in full to the relevant Contract. Otherwise, Customer's claims for material defects shall lapse after one year from the date of acceptance of the work or service. In case of Customer's acceptance of the work in spite of his knowledge of a defect claims for material defects are only due to him if he has reserved them in the acceptance procedure.

9.12.5 Unless otherwise agreed Customer's acceptance of the work or service shall be carried out on our premises.

9.12.6 If the object of order is the delivery of movables to be manufactured or produced, any claims of Customer for material defects will lapse after one year from the date of delivery.

9.12.7 If materials and/or indications (especially conditions of application, operating, and processing, recipes, specifications as well as other circumstances and parameters relevant for the work to be performed by us) supplied by Customer cause a defect, any liability on our part shall be excluded.

9.12.8 Customer shall concurrently (Zug um Zug) against full payment be granted a royalty free, non-transferable license, unlimited as to space and time, to use any copyrighted results emanating from a contract for works and services within the purpose of said contract. If third parties take over the work, we shall let us grant corresponding usage rights from the third party.

9.13 Chemicals Legislation, Material Safety Data Sheets:

9.13.1 Customer expressly hereby consents that, unless upon express demand by Customer, material safety data sheets for all products procured from us, may be made available online under www.stahlgruber.de for download by Customer.

9.13.2 Customer furthermore confirms being technically capable to perform the download set out under subsection 1 above.

9.13.3 Despite the foregoing, we shall be required to give separate information to Customer in case of substantial change. Such substantial change shall mean in particular

- i granting of an authorisation or any refusal;
- ii new information on hazards becomes available;
- iii new information on hazards becomes available, which affects the risk management procedures of Customer.

10 RETURN AND REFUNDS

10.1 With the exception of Customised Products in accordance with clause 10.7, you have the right to return the Products to us at your discretion within and no later than 30 (thirty) days from the Delivery Date of the Products.

10.2 For any entitlement of a refund to be due to you, the returned Products must be in the same condition in which you received them with the original packaging, the product documentation and with a copy of the Return Form and proof of purchase attached to the returned Product. The Products must not have been used (any mark or smell of (without limitation) fuel, toxins or rubber shall invalidate any refund due to you) and, where applicable, must not have been removed from the sealed clear packaging (this includes electrical items, which are supplied in sealed clear packaging). Any Products not meeting these conditions will be ineligible for a return and refund, and we shall be entitled to return the Products to you at your cost and expense.

10.3 After checking the condition of the returned Product, such Product shall be refunded if the conditions

of clause 10.2 are met.

10.4 Any refund due to you in respect of a return (save for any Product returned in relation to a Warranty claim, for which clause 9 will apply) will be issued to you by way of credit note or offset against future purchases or orders (at our sole discretion). We will refund to you the entire amount paid except for the packaging and shipping costs which shall be borne by you.

10.5 If you return Product(s) to us at your discretion we reserve the right, at our sole discretion, to charge you an amount of 15% of the price of the returned Product(s) as a genuine estimate for the expenses incurred in administering the return, unless a different amount is agreed.

10.6 We will not accept any responsibility or Liability for loss or damage of returning Products during transit, which shall be at your risk.

10.7 The right to return at your discretion shall not apply to such Products which are adapted to the individual needs of the Customer and therefore cannot be sold elsewhere (Customised Products).

10.8 In case we agree on a specific return and refunds policy or you agree to pay for an enhanced warranty, this policy or warranty shall override this clause.

11 SERVICES

11.1 Wherever Services are provided pursuant to an Order, we will perform the Services with reasonable care and skill.

11.2 Any timescales given by us to you in respect of the performance of the Services are approximate only unless expressly agreed upon to be binding.

11.3 If the Services include installation services, you shall reasonably cooperate regarding site preparation and other requirements required during the installation. If you fail to reasonably cooperate, you shall be liable for any additional work (including associated costs and expenses) required as a result of this breach. We will not be liable for any delay in performance caused by your breach.

11.4 You will provide us with such information, assistance and facilities as we may reasonably require to enable us to perform Services and direct all enquiries for technical advice to our helpdesk number notified to you from time to time.

12 SUPPORT AND MAINTENANCE

12.1 The provisions of this clause will only apply if the Services or Products purchased by you under a Contract include the provision of support and maintenance services ("**Support and Maintenance Services**").

12.2 Where we agree to provide you with Support and Maintenance Services, we will provide you with such technical advice (e.g. by telephone, e-mail, and web/portal access), during our normal business hours for the duration of the period specified in the Order (the "**Cover Period**") (subject to extension in accordance with clause 12.5), as is reasonably necessary to resolve your difficulties and queries in using the relevant Products supplied to you and identified by us. The objective of this service is to provide an initial advice and guidance service. It is not a substitute for management consultancy, project management, implementation control, system consultancy, or product training and is available only to your competent trained employees.

12.3 We will not be obliged to provide (or continue to provide) Support and Maintenance Service regarding a specific issue if and insofar (i) you unreasonably refuse to follow reasonable instructions relating to the operation, use and maintenance of the relevant Products (and, where you install the Products, reasonable instructions as to installation of the Products); (ii) the relevant query arises from user incompetence, abuse, improper use or use in an environment or for a purpose for which the Products were not designed or intended; (iii) you or a third party alters or repairs the Products without our written consent; or (iv) the relevant query is attributable to third party materials, including any equipment to which the Products are incorporated, which is not provided by us.

12.4 Unless otherwise stipulated in the Contract, you will pay any additional charges, costs or expenses incurred by us, at our then prevailing rates, for additional Support and Maintenance Services provided at your request or which fall within the exclusions in clause 12.3.

12.5 The Support and Maintenance Services referred to in this clause 12 will run for the Cover Period (unless terminated earlier in accordance with these Terms) and the Cover Period will automatically renew for additional one year periods unless terminated by either Party serving no less than 90 days' prior notice on the other, such notice to expire on the last day of the Cover Period or subsequent anniversary thereof.

13 CATALOGUE

13.1 We reserve the right to suspend or stop at any time the publication and updating of the Catalogue, as well as to change it in whole or in part at our sole discretion and without prior notice.

13.2 Any trademarks and other distinctive signs reproduced in the Catalogue are of their respective owners or of us (as applicable), which prohibits their reproduction, even in part.

13.3 In addition:

13.3.1 Where we share or grant you access to any aspect of our API and/or cataloguing data or associated systems (whether directly through us or via any third party we may appoint from time to time) ("LKQ Data") it shall be solely for the purposes of Products ordering from us and as strictly as outlined in the Contract or any other agreement between us or written instructions from us.

13.3.2 You shall not under any circumstances:

- i use the LKQ Data for any other purposes save as set out in the Contract or as agreed by us in writing;
- ii sell, share, transfer or deal with the LKQ Data to any third party; and/or
- iii abuse, misuse, manipulate, misrepresent, destroy, dissect, disseminate or exploit the LKQ Data.

13.3.3 Any breach of this clause 13.3 by you, your directors, agents, subcontractors or employees shall be deemed to be a material breach of this Contract entitling us to terminate this Contract without prejudice to any other rights or remedies we may have under the Contract or by law.

13.4 You agree to indemnify us for any culpable breach by you of the provisions of this Clause 13. In addition we reserve the right to seek any other remedy for any such breach.

14 LIMITATION OF LIABILITY

14.1 The Customer shall be liable pursuant to statutory law.

14.2 Our liability is limited as set out below:

14.2.1 We are fully liable for loss or damage due to intent and gross negligence. If we breach a contractual obligation in a slightly negligent manner and if such obligation is essential for the purpose of the transaction on the fulfilment of which the Customer relies (cardinal duty), we are only liable for the foreseeable damage that typically occurs for this type of contract. With respect to any other damage resulting from slight negligence, a liability of us shall be excluded.

14.2.2 The foregoing liability limitations and/or exclusions shall not apply to claims resulting from fraudulent concealment of a defect, acceptance of a guarantee and claims pursuant to the German Product Liability Act and to damage arising from injuries to life, body or health.

14.2.3 If our liability is excluded or limited, this also applies to the personal liability of our employees, representatives and vicarious agents.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 You acknowledge that we may not be the manufacturer of any Products supplied. On this basis, we cannot and do not warrant that the Products will not infringe the Intellectual Property Rights of any third party. However, we shall use our reasonable endeavours to pass onto you the benefit of any warranties and/or licenses in respect and use of Intellectual Property Rights that we receive from our suppliers in relation to the Products which we have the written authority to pass to you.

15.2 To benefit from using certain Products and Services and LKQ Data, we may own or have a license in respect of certain Intellectual Property Rights. To the extent we have the authority to do so, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable license to use such Intellectual Property Rights solely to the extent necessary to use the Products and Services for the purpose for which they were supplied. You shall (i) not do anything to

prejudice such Intellectual Property Rights; and (ii) do all such things we may reasonably request which are necessary to preserve and maintain such rights.

15.3 We and/or our licensors (as applicable) retain all ownership rights all copyright and title to all Intellectual Property Rights, documentation or manuals relating to Products and/or Services and LKQ Data delivered to you by us. Documentation and manuals may only be used for the purposes intended in the Contract and not for any other purpose without our written permission and (save for any manuals required to operate and/or benefit from the relevant Products and/or Services) must be returned on demand.

15.4 Intellectual Property Rights owned by us will only be used by you to the extent, and in the manner, previously authorized in writing by us.

15.5 You will only use any Products bearing our name(s) or trademark(s) for the purposes authorised by us and will not use such Products in any way which may be detrimental to or inconsistent with our good name, goodwill, reputation and image, or may otherwise bring us into disrepute.

15.6 If:

15.6.1 you do not comply with clause 15.5; or

15.6.2 we become aware of any person alleging that our name(s) or trademark(s) are invalid or infringe third party rights, you will promptly destroy or return to us (at our option) the relevant Product(s) bearing our name(s) or trademark(s) where requested to do so by us and, in the case of clause 15.6.2, we will (at our sole and absolute discretion) (i) provide you with a refund; or (ii) replace the Product(s) with the same or similar Product(s) that do not contain the relevant name(s) or trademark(s).

15.7 You shall indemnify us against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by us in connection with any claim arising from any modification or use of Products and/or Intellectual Property Rights (including any unauthorized exploitation of the same) other than in accordance with the Contract and our instructions or those of the Product manufacturer or supplier or sale or export outside the territory in which the Products were supplied and licensed.

15.8 If you provide us with Intellectual Property Rights, documentation, manuals or other items for the provision of the Products or Services, you herewith grant us a non-exclusive, non-transferable, non-sub-licensable, revocable license to use such Intellectual Property Rights, documentation, manuals or other items solely to the extent necessary to provide the Products and Services.

16 TERMINATION

16.1 Either Party may terminate a Contract without cause with a 6 months prior notice to the end of a month. The right to terminate for cause shall remain unaffected.

16.2 Such cause for termination shall in particular exist for us if:

16.2.1 you fail to make any payment when and as due or otherwise default in any of your obligations under the Contract or any other agreement with us or our Affiliates;

16.2.2 the Customer's financial situation deteriorates or threatens to deteriorate significantly and if this jeopardises the fulfilment of liabilities under the Contract;

16.2.3 the Customer (i) has a bankruptcy order made against it or makes an arrangement or composition with their creditors; (ii) otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; (iii) convenes a meeting of creditors (whether formal or informal); (iv) enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation; (v) has a receiver and/or manager, administrator or administrative receiver appointed of your undertaking or any part thereof; (vi) has a resolution passed or a petition presented to any court for their winding up or for the granting of an administration order in respect of them; (vii) is subject to any proceedings relating to their insolvency or possible insolvency in any jurisdiction; (viii) suffers or allows any execution, whether legal or equitable, to be levied on their property or obtained against them; (ix) is unable to pay their debts as they fall due or cease to trade; (x) encumbers or in any way

charges any of the Products; or (xi) doubts arise as to your creditworthiness; or (xii) anything analogous to the foregoing occurs in any other (in which case you will be deemed to be "Insolvent");

16.2.4 there is change of control of ownership and management of you; or

16.3 The termination of the Contract will not affect the respective rights and liabilities of each of the Parties thereto which accrued prior to such termination nor any provisions which either expressly or impliedly are to remain in operation after termination.

17 ANTI-BRIBERY & CORRUPTION, CODE OF ETHICS

17.1 You shall:

17.1.1 comply with all ABC Laws;

17.1.2 not engage in any activity, practice or conduct which would constitute an offence under the ABC Laws;

17.1.3 not induce or reward us or our directors, officers, representatives, contractors or personnel to perform or improperly perform a function or activity in connection with the Contract or otherwise;

17.1.4 not directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a function or activity in connection with the Contract (which, for the avoidance of doubt, shall exclude any bona fide promotion and/or incentive run by us);

17.1.5 have and maintain in place throughout the term of Contract your own policies and procedures (including adequate procedures under the ABC Laws) to ensure compliance with the ABC Laws and shall enforce the same where appropriate; and

17.1.6 at all times comply with the LKQ Code of Ethics (available here: <https://www.lkqcorp.com/policies/>); and

17.1.7 promptly report to us any request or demand for any undue financial or other advantage of any kind received by you or your directors, officers, representative, contractors or personnel in connection with the Contract.

17.2 Both Parties shall at all times comply with any applicable and relevant local anti-money laundering and anti-terrorist legislation that shall come into effect from time to time.

17.3 You warrant that you have adequate checks, training and procedures in place in respect of complying with this clause 17 at all times.

17.4 Without prejudice to our other rights and remedies under the Contract or otherwise, if you breach any of the provisions of this clause 17:

17.4.1 you shall indemnify and hold us harmless from any damage, cost, expense, loss, sanction and liability we may incur as a result of or in connection with such culpable breach; and

17.4.2 we may terminate the supply of any Products and/or Services to you with immediate effect.

18 MODERN SLAVERY

You will comply with Anti-Slavery Laws and include, in any contracts you have with your subcontractors and suppliers, provisions that require each of your subcontractors and suppliers to comply with all Anti-Slavery Laws.

19 SANCTIONS

19.1 Unless you have the express authority and/or appropriate license from the relevant Sanctions Authority to do so, you shall not deal with, import, export or re-export the Products to, or from, any person or entity that is subject to any Sanctions or that is located, organized, or resident in a country or territory in the Sanction Lists (each a "Sanctioned Body").

19.2 You shall use best efforts to ensure that your customers or resellers do not deal with, import, export or re-export the Products to, or from, any Sanctioned Body. You shall implement and maintain an adequate monitoring mechanism to detect conduct by any third parties involving the Products which may breach Sanctions. You shall immediately inform us about any issues detected which may affect our supply chain.

19.3 Any violation of Sanctions and any breach of this clause 19 shall constitute a material breach of the Contract and we shall be entitled to terminate the Contract immediately without prejudice to any of our other rights or remedies under the Contract or otherwise.

19.4 Irrespective of Clause 19.1 and 19.2 you will not,

and shall use your best endeavours to ensure that your customers or resellers do not, directly, export, re-export, transfer, sell, resell, ship, or divert any Products to any natural or legal person in the Russian Federation or in Belarus or for use in the Russian Federation or in Belarus.

19.5 This clause 19 shall only apply to the extent the United Nations Security Council pursuant to Chapter VII of the Charter of the United Nations, the Council of the European Union under Chapter 2 of the Treaty on the European Union or the Federal Republic of Germany have adopted also adopted respective economic sanctions.

20 TAXES

20.1 You will:

20.1.1 be responsible for and will bear the payment of any Tax levied on you in connection with the Contract; if you (Customer) claim any exemption, you must provide a valid signed certificate or letter of exemption.

20.1.2 comply with all Applicable Laws relating to Tax; and

20.1.3 not do anything so as to cause us to be in breach of Applicable Laws relating to Tax.

20.2 You will indemnify us against any liabilities, damages, costs and expenses we do or will incur as a result of your culpable breach of clause 20.1.

21 FORCE MAJEURE

We will not be liable for any failure in the performance of any of our obligations under the Contract caused by a Force Majeure Event. We will notify the Customer immediately upon becoming aware of any such expected failure due to a Force Majeure Event. Any agreed timelines shall be prolonged accordingly. In case the failure in performance lasts for a period of more than 6 weeks, either Party shall be entitled to extraordinarily terminate the Contract and we will reimburse respective payments already made by the Customer to us for any failed performance accordingly.

22 CONFIDENTIALITY

22.1 Each Party agrees to keep any and all Confidential Information it receives from the other Party under this or in relation to the Contract strictly private and confidential, not to disclose it to any other person (save as provided in clause 22.2) and to only use it for the purpose(s) for which it was provided to perform the Contract.

22.2 A Party may disclose Confidential Information: 22.2.1 to its officers, employees, professional consultants and other agents who need to know the relevant Confidential Information in order for that Party to exercise its rights of perform its obligations under or in connection with the Contract, in each case on condition that the Party disclosing is responsible for the recipients' compliance with the confidentiality obligations under these Terms; and

22.2.2 to the extent required by law, by an order of a court of competent jurisdiction or by any securities exchange, listing authority, governmental or regulatory authority to which it is subject or to which it submits.

22.3 Confidential Information does not include information which:

22.3.1 is or becomes of public domain other than by breach of the Contract;

22.3.2 is or becomes known to the other Party from a third party who did not acquire it in confidence;

22.3.3 is independently developed by the other Party without using information supplied by the disclosing Party

22.4 Following the termination or expiry (as applicable) of the Contract, each Party will promptly:

22.4.1 cease to use the other Party's Confidential Information;

22.4.2 return all of the other Party's Confidential Information to the other Party; and

22.4.3 destroy or permanently erase any documents and records created by it that use, concern or are based on the other Party's Confidential Information, The above obligations to return, erase or destroy shall not apply to electronically stored copies made in the course of routine information technology backup, provided that such electronically stored confidential information shall be subject to an obligation of confidentiality unlimited in time.

22.5 Confidential Information includes any vehicle data (including vehicle registration numbers/ vehicle

identification numbers) ("Vehicle Data") which may be provided under licence or agreements by third parties ("Vehicle Data Agreements"). Vehicle Data is confidential and can only be used for the purposes of the Contracts and you agree to handle, process, store or use such Vehicle Data in accordance with any Vehicle Data Agreements, this Contract, and any relevant and applicable legislation or as we may direct in writing.

22.6 The obligation not to disclose any Confidential Information shall remain in force for a period of 5 years.

23 DATA PROTECTION

23.1 Each Party shall at all times comply with all relevant Data Privacy Laws.

23.2 Each Party agrees to keep any and all personal data (as defined by the Data Privacy Laws) received from the other Party strictly private and confidential in accordance to these Terms and any Applicable Laws. You hereby warrant that you have a sufficient legal basis under applicable Data Privacy Laws to provide any such personal data to us.

23.3 Each Party will only use any personal data obtained from the other Party in connection with these Terms for the purpose(s) for which it was provided and/or for additional purposes permitted by the Data Privacy Laws. Each Party will take appropriate steps to protect such personal data and will only disclose such personal data to its employees, agents and sub-contractors where it is absolutely necessary and then only on a 'need to know' basis. Each Party shall ensure that its employees, agents and sub-contractors who have access to the personal data are bound by obligations of confidentiality and the protection of personal data.

23.4 Each Party is a controller of personal data received under these Terms as it determines the purposes and means of processing personal data. The Parties do not intend that any personal data will be processed by either Party as the other Party's processor for the purpose of, or in connection with the subject matter of, these Terms.

23.5 If either Party finds that personal data is, or is likely to be, processed by either Party as the other Party's processor for the purpose of, or in connection with the subject matter of these Terms, that Party shall immediately notify the other Party in text form with details of such processing and the Parties will take reasonable steps to comply with the Data Privacy Laws in connection with their respective obligations under these Terms (including, where necessary, entering into an appropriate data processing agreement as may be required by Data Privacy Laws).

23.6 This clause 23 shall remain in force for 3 years after termination of the Contract.

24 LAW AND JURISDICTION

The Contract shall be governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the Parties agree to the exclusive jurisdiction of the courts of Munich, Germany in all matters relating thereto.

25 GENERAL

25.1 We are entitled to amend the Terms in particular if we only make such amendment for good cause, in particular due to new technical developments, changes in case law or the legal situation, drastic changes in market conditions, currency conversions or other equivalent reasons. We (i) will make the changes only in a manner that reflects the circumstances giving rise to the valid reasons, and (ii) will expressly notify you of the new version of the respective Terms and make them available to you. Furthermore, we (iii) will grant you a reasonable period of time during which you can object to the changes and (iv) inform you that the contractual relationship will be continued based on the new conditions without objection within a reasonable period of time or termination.

25.2 Failure or delay by us in enforcing or partially enforcing any provision of these Terms will not be construed as a waiver of any of our rights under the Contract.

25.3 Any waiver by us of any breach of, or any default under, any provision of these Terms by you will only be valid if in text form and signed by an authorised representative of us. Any such waiver will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

25.4 Each Party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.

25.5 No provision of these Terms and no action taken by the Parties in connection with it or them will create a partnership or joint venture between the Parties or give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.

25.6 The Customer shall not be entitled to assign its claims arising from the contractual relationship to any third party. This does not apply to claims for payment. We are entitled to assign individual rights under the Contract to third parties. We shall notify the Customer thereof in text form.

Date of Issue: 01.03.2026

STAHLGRUBER GmbH

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