

GLOBAL CONDITIONS OF SALE

Conveying Solutions

(1) CONDITIONS OF SALE.

a. "Seller" shall mean the actual Continental legal entity selling parts, components, systems, software, or other goods (the "Products") to Buyer or provides services, leasing and renting (the "Services"). Our offers are subject to change and are non-binding unless they are expressly denoted as binding or include a specific acceptance period. The order for the Products and / or Services placed by the Buyer shall be deemed a binding contractual offer. Buyer may not cancel orders for any reason after placement of the binding order. From the point of the order confirmation the order becomes binding. Acceptance of the order shall either be declared in writing (e.g., through an order confirmation) issued by Seller or through delivery of the Products. Any additions and amendments to contracts made, including these Conditions of Sale, shall be effective only if agreed in writing by the parties.

b. These Conditions of Sale shall be deemed accepted by placing an order or by acceptance of delivery and shall form part of all contracts which Seller conclude with Seller's contractual partners ("Buyer"). The general terms and conditions of Buyer or third parties shall not apply even if they are not expressly contradicted in individual cases; they shall only apply if they are expressly acknowledged by Seller in writing in each individual case. Seller rejects all additional or different terms.

c. These Conditions of Sale shall only apply if the Buyer is an entrepreneur, a legal entity under public law or a special fund under public law.

d. If Buyer distributes or resells the Product(s) and/or provides Services in connection with such resale or distribution, Buyer represents and agrees that Buyer will cause its customer to receive and accept the warranty and remedy limitations set forth herein. Buyer agrees to hold harmless and indemnify Seller from and against any losses, damages, and expenses, including without limitation attorney fees and litigations costs, from or relating to Buyer's failure to satisfy its obligations under this paragraph.

(2) PRICES, INVOICES AND PAYMENT.

a. Delivery, performance, and invoicing shall be carried out according to the last prices confirmed by Seller. If and insofar as a change of circumstances occurs after conclusion of a contract which was decisive for the valid price at the time of conclusion of a contract, e.g., raw material, energy or transport costs, the price valid on the day of delivery plus value added tax shall apply. This shall only apply if the Buyer is an entrepreneur, a legal entity under public law or a special fund under public law.

b. Prices quoted shall include the remuneration for the Products including transport, or Services unless otherwise agreed in writing between both parties. Value added tax at the applicable statutory rate may be added to the prices.

c. Payment shall be due as stated on the invoice, or in the absence of a stated due date, within thirty (30) days from the date of invoice issuance, without regard to other deliveries.

d. If the Buyer is in arrears with payment, it must pay interest on arrears at the statutory rate. The right to assert further claims for damages is not limited thereby. If a payment in installments has been agreed in the contract, the total unpaid remaining sum shall become payable should the Buyer default in payment of even a single payment or part of the same.

e. Retention of payments or offsetting based on counterclaims by the Buyer is excluded unless the counterclaims have been acknowledged by Seller or are legally established.

f. Seller's offer is subject to Seller's current credit policies and practices. Seller reserves the right, in its sole discretion, to approve, disapprove, or change Buyer's credit limit or to impose credit terms.

If at any time Seller determines that Buyer's financial condition or credit is or has become impaired or otherwise unsatisfactory to Seller, Seller may require proof of financial condition, advance cash payments, Cash on

Delivery (COD), shorter terms, and/or the posting of satisfactory security by Buyer, and Seller may withhold shipments until Buyer complies with such requirements. In the event of a complete or partial failure to timely pay, Seller may, at its option, (i) revoke any credit extended to Buyer, (ii) suspend all subsequent shipments under open purchase orders until Buyer's account is current, (iii) offset such amount against any payments due or that become due from Seller or its affiliates to Buyer including without limitation payment due Buyer, and (iv) charge default interest on late payments at the statutory rate.

g. If any government action or law should have the effect of establishing a maximum price on the Product(s) to be delivered, Seller may, at its option and without liability to Buyer, terminate its obligations with respect to future shipments up\on thirty (30) days written notice.

(3) DELIVERY.

a. All Products supplied by Seller shall be transported according to the relevant and agreed INCOTERM, established by Seller. In case Buyer is responsible for contracting the carrier or the shipping company Seller is entitled to approve such carrier or shipping company. Seller shall be entitled to determine the type of shipment (the transport party, packaging, and dispatch route. Delivery and transport costs as well as the costs of transport insurance for the Products shall be borne by the Buyer. If the Buyer wishes to change the mode of transport (for whatever reason), the Buyer shall also bear possible additional costs arising from the changed mode of transport (e.g., change from sea freight to air freight).

b. Delivery dates are best estimates only and therefore non-binding. Seller reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.

c. The risk of accidental loss and accidental deterioration of the Products shall pass to Buyer upon receipt of our notification that the Products are ready for shipment. The risk of accidental loss and accidental deterioration of the Products shall also pass to the Buyer if Buyer is in default of acceptance. If the Buyer is in default of acceptance, if Buyer fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible for, Seller shall be entitled to demand compensation for the resulting damages including additional expenses (e.g., storage costs).

d. In case Buyer is delaying the shipment of Products and therefore Products remain in Sellers' inventory longer than the agreed date, Seller is entitled to charge a storage fee to Buyer. The storage fee is calculated based on WACC of Continental (Weighted Average Cost of Capital) applied to the sales value of the Products remaining in Seller's inventory (Formula: cost p. day = Sales value * WACC-% / 365).

e. In cases of force majeure and other disruptive events on our end, at our suppliers or at transport parties (such as interruptions of operations, traffic disruptions, fire, floods, shortage of manpower, energy, or raw materials, strikes, lockouts, official measures) we are not responsible for, the delivery time shall be extended for the duration of the disruption and its effect.

(4) COMPLAINTS.

Buyer is obliged to check all Products immediately upon receipt for correctness, completeness, and apparent freedom from defects and to notify Seller immediately in writing of any complaints. Non-visible defects must be reported in writing immediately upon discovery. If notification is not given in good time, Buyer shall lose its claims to performance and warranty. By negotiating on a complaint, Seller does not under any circumstances waive the objection of late, insufficient, or unfounded notice of defects. The acknowledgement of a material defect must be in writing. In

all other respects, the provisions on expiry suspension, suspension and recommencement of limitation periods remain unaffected.

(5) RETENTION OF TITLE.

- a. In the case of contracts with entrepreneurs, a legal entity under public law or a special fund under public law, Seller retains title to the Products until all claims arising from the current business relationship between Seller and the Buyer have been settled in full.
- b. For the duration of the retention of title, the Buyer may not pledge the retained Products or use them as security and resale shall be permitted only to resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customers or makes the reservation that title shall not pass to the customer until the customer has fulfilled its payment obligations.
- c. If the Buyer combines the Products delivered with other items to form a unit and if the other Products are being considered the main constituent, then the Buyer shall be committed to assign partial ownership to Seller to the extent the main constituent belongs to the Buyer. If the Buyer resells the delivered Products in accordance with their intended use, it hereby assigns to Seller the claims against its buyers arising from the sale, including all ancillary rights, until all its claims have been settled in full.
- d. At the request of Seller, the Buyer is obliged to notify the third-party buyers of the assignment and to provide Seller with the information and documents required to assert its rights.
- e. Seller will release the securities held by it to the extent that their value exceeds the claims to be secured by more than 10% in total.

(6) WARRANTY.

- a. All prototypes, products in development, test or trial products and samples are provided by Seller to Buyer "AS IS WHERE IS" without warranty of any kind whether express or implied and are expressly not covered by the warranties set forth herein. Buyer agrees not to make any warranty claims nor other claims against the Seller with respect to such prototypes, products in development, test products, and samples.
- b. Insofar as the Seller is obligated in the context of liability for defects, the Seller shall provide supplementary performance, at his choice either by means of free remedy of defects or by means of new delivery.
- c. The basis of Seller's liability for defects is primarily the contract reached on the quality and the required use of the Products (including accessories and instructions). All product descriptions and manufacturer's information which are the subject of the individual contract, or which were made public by the Seller (particularly in catalogs or on his website) at the time of conclusion of the contract shall be regarded as a quality contract for this purpose. Insofar as the nature has not been agreed upon, it is to be determined according to the legal regulations whether a defect exists or not. Public statements made by the manufacturer or on his behalf, in the advertising or on the label of the Products, may not be made by other third parties.
- d. In the case of Products containing digital elements or other digital content, the Seller shall only be liable for the provision and, if necessary, for the updating of the digital content, to the extent that this is expressly provided for in a quality contract pursuant to section c. The Seller accepts no liability for public statements made by the manufacturer or other third parties.
- e. The warranty period for claims for defects shall end with the expiration of twelve months from delivery of the Product. This period shall not be extended by subsequent performance. Insofar as legally longer periods are mandatory, especially since the Buyer is an entrepreneur, a legal entity under public law or a special fund under public law, these longer periods shall apply. If acceptance is agreed, the warranty period shall commence with acceptance.
- f. The Seller provides Services in accordance with the current state of the art. The Seller does not provide any further warranty.
- g. To the extent that any Product is not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (i) refund to Buyer the purchase price less shipping and handling of the non-conforming Product or (ii) repair or replace the non-conforming Product.

- h. To be eligible for a warranty claim, Buyer (i) must make such claim in writing to Seller without undue delay after acknowledging it, however prior to the expiration of the warranty period at latest, (ii) must upon Seller's request return or otherwise provide Seller with access to such allegedly non-conforming Product, (iii) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming Product, and (iv) must upon Seller's request provide Seller with access to any applicable warranty related data related to the non-conforming Product.
- i. Seller's warranties only extend to the Buyer. No other party shall be a third-party beneficiary thereof, nor be entitled to make a warranty claim or similar claim against the Seller.
- j. EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, AND NON-INFRINGEMENT, ARE EXCLUDED. SELLER DOES NOT WARRANT THAT ANY PRODUCT SHALL BE INTEROPERABLE OR COMPATIBLE WITH ANY OTHER PRODUCT, AND BUYER IS SOLELY RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THE USE OF PRODUCTS IN CONJUNCTION WITH OR AS A COMPONENT OF ANY OTHER PRODUCT OF BUYER OR ANY THIRD PARTY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR BREACH OF WARRANTY, EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTIES REFERENCED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OF THE SELLER.
- k. Seller disclaims any and all liability for or related to: (i) equipment or products or personnel not supplied or manufactured by Seller hereunder, including but not limited to equipment and products that are attached to, combined with or used in conjunction with Seller's Products, (ii) any system or the operation thereof into which the Seller's Products are incorporated, (iii) any designs, specifications or requirements provided by Buyer, (iv) Services performed in connection with products that are not manufactured by Seller, (v) defects resulting from misuse, abuse, careless handling, defacement, modifications or alterations by any person other than Seller, and (vi) defects resulting from failure to observe or follow any Product information or instructions provided by Seller.
- l. These warranties shall not be enlarged absent specific written contract signed by Buyer and Seller, and no obligation or liability shall arise out of Seller's rendering of technical advice and/or assistance.
- m. Buyer acknowledges that Seller has furnished to Buyer product information which includes warnings and safety and health information concerning the Product(s). Buyer represents and agrees that it will disseminate such information to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors, and customers.
- n. Buyer represents and acknowledges that Buyer used its own knowledge, skill, judgment, expertise and experience in (i) the selection of the Product(s) and/or (ii) in the selection, provision, or designation of any specification or set of specifications for the Product(s) agreed upon by Buyer and Seller; and Buyer represents and acknowledges that Buyer does not rely on any oral or written statements, representations, or samples made or presented by Seller, its employees, agents and/or representatives to Buyer. Without limiting the foregoing, Buyer agrees that Seller shall not be liable for, and assumes all risk of, inaccurate or unsuitable specifications, designs or information provided, selected, or designated by Buyer.

(7) LIMITATION OF LIABILITY.

Seller shall be liable under the statutory provisions for damages of any kind and on any legal grounds if a breach of duty attributable to Seller is based on intent or gross negligence. In case of ordinary negligence and if Seller is in culpable breach of a material contractual obligation, Seller's liability shall be limited to the foreseeable damage typically occurring in comparable cases. In all other cases, liability is excluded. However, liability under the Product Liability Act shall remain unaffected by the above provisions as well as our liability for damages arising from injury to life, body, and health.

Afore mentioned limitations of liability shall also apply in the event of breach of duty by Seller's legal representatives or vicarious agents. To the extent our liability is excluded according to the above provisions, this shall also apply to the personal liability of Seller's employees and vicarious agents.

(8) INTELLECTUAL PROPERTY RIGHTS.

a. Seller shall only be liable for third party claims regarding the infringement of intellectual property rights according to the following principles.

b. With respect to patents and utility models (hereinafter "industrial property rights") Seller shall only be liable for the infringement of third-party industrial property rights if the Products supplied by Seller are used in accordance with the contractual agreement and if at least one industrial property right of the respective family of industrial property rights has been published either by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria, or the US. This shall apply accordingly also with respect to infringement of know-how (including documentation), trade secrets, registered and unregistered design rights, design patents, copyrights, trade dresses, semiconductor and topography rights, database rights, software, trademarks and similar rights (including for example business identifiers (e.g., business names, work titles) and name rights), commercial designations, in particular, but not limited to, trade names and/or company names, and names/titles of any apps (i.e. application software, particularly but not limited for use on mobile operating systems) and (sub)domain names in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection (together with industrial property rights hereafter "intellectual property rights"). Furthermore, and notwithstanding the aforesaid, Seller shall only accept liability if the Buyer informs Seller immediately of any claim asserted by third parties for alleged infringement of intellectual property rights, does not acknowledge any alleged infringement of intellectual property rights and reserves all defensive measures including any out-of-court settlements to Seller.

c. Claims shall be excluded if the Products were manufactured according to drawings, models or other equivalent descriptions or information provided by the Buyer, or the Buyer is otherwise responsible for the infringement of the intellectual property rights. Furthermore, the indemnity obligation of Seller is excluded with respect to claims relating to any standard-essential patents of third Parties (e.g., telecommunication standards) that might be included within the Product.

d. Seller gives no representation or warranty as to the usability, validity, or enforceability of any CONTINENTAL Marks (as defined herein).

e. Buyer shall indemnify and hold harmless Seller and/or its Affiliates i.e. any legal entity which directly or indirectly controls, is controlled by or under common control with Continental Aktiengesellschaft, Vahrenwalder Straße 9, 30165 Hanover, Germany, entered in the Register of Companies (Handelsregister) of Hanover Local Court (Amtsgericht) under the No. HRB 3527 (hereinafter "Continental Aktiengesellschaft"), whereby "Control" means the ownership direct or indirect of more than 50 % of such legal entity's voting rights or capital) (hereinafter the "Affiliate"), from and against all liabilities, claims, damage (including lost profits), proceedings, demands, orders, suits, costs, losses and expenses, including reasonable attorneys' fees and expenses whether deriving from these Conditions of Sale, common law, statute or otherwise, whether present or future, actual or contingent, direct or indirect, ascertained or unascertained or disputed arising from and/or in connection with Buyer's specific form of use of the CONTINENTAL Marks (as defined herein), provided that such use has not been made in compliance with these Conditions of Sale and/or with the prior written consent by the Seller.

f. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF AND/OR IN CONNECTION WITH ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

(9) LICENSES.

a. The sale of the Products or software furnished hereunder does not convey any license by implication, estoppel or otherwise under any intellectual property rights of Seller covering combinations of these Products or software with other elements. Unless otherwise agreed to in writing, Seller retains title and all rights to inventions and any kind of intellectual property rights relating to the Product(s) covered by this Agreement. Except as specifically provided herein, this Agreement conveys no license and/or rights to Buyer under any intellectual property rights of Seller.

b. The Products Buyer purchases from Seller may contain software in the form of firmware programs built into their circuitry or loaded into electronic memory. Buyer's purchase of that Product includes a non-exclusive license to use and sub-license the software only as part of the Product and only under the following conditions: (i) Seller (or its supplier) retains all title and ownership to copyright and other intellectual property interests in the software; (ii) Buyer will only transfer possession of the software in conjunction with a transfer of Product; and (iii) Buyer shall not remove any copyright notice or proprietary legend from the software, or use the software with any hardware except with the Seller hardware product for which it is designed.

c. Buyer acknowledges Seller's claim that Seller provided software (including any related documentation or source code), if any, and Products furnished hereunder contain valuable trade secrets of Seller and, therefore, agrees that it will not translate, reverse engineer, de-compile or disassemble or make any other unauthorized use of such Seller software and Products. Since unauthorized use of such Seller software and Products will greatly diminish the value of such trade secrets and cause irreparable harm to Seller, Buyer agrees that Seller, in addition to any other remedies it may have, shall be entitled to equitable relief to protect such trade secrets, including without limitation temporary and permanent injunctive relief without the proving of damage by Seller.

d. Any use of any trademark, including any trademarks (registered or unregistered), service marks, trade dress, rights in logos, marks of origin, models and all rights or forms of protection having equivalent or similar effect anywhere in the world, in each case whether or not registered, or capable of registration, and including applications for registration and all goodwill, rights and/or title therein and/or associated therewith, owned by Seller or any of its Affiliates (hereinafter "CONTINENTAL Mark" or "CONTINENTAL Marks") by Buyer in particular, but not limited to, in connection with the manufacture, import, export, offering, putting on the market, sale, distribution, possession, provision and/or marketing, promotion and advertising of the Products, including but not limited to online and offline advertising of the Products on any media and in any kind and/or way is subject to Seller's prior written approval unless the use of the Continental Marks is admissible under the applicable law. Notwithstanding the aforesaid, Buyer shall only be entitled to use the CONTINENTAL Marks in their registered form and/or in the form specified in advance in writing by Seller.

e. Nothing in these Conditions of Sale shall be construed and/or interpreted as to grant Buyer any right to use the CONTINENTAL Marks and/or their distinctive elements for and/or in connection with any other purposes and/or under any other conditions than those explicitly set forth in these Conditions of Sale.

f. Buyer shall ensure that the Products are marketed in a way and/or the CONTINENTAL Marks are used in a way that neither impairs nor damages nor will or may be detrimental to the reputation or goodwill associated with the CONTINENTAL Marks and/or Seller and/or its Affiliates.

g. Any use of the CONTINENTAL Marks by Buyer shall inure to the benefit of the Seller and/or its Affiliates. To the extent Buyer acquired nevertheless own trademark or other rights arising from the use of the CONTINENTAL Marks or similar signs Buyer hereby assigns these rights and benefits to Seller or one of its Affiliates. Seller or its Affiliate hereby accepts this assignment. Seller or its Affiliate are entitled to transfer the rights to a third party. Buyer will take any steps necessary and provide any relevant documents and declarations to furnish said assignment upon first request by Seller or its Affiliate.

h. The parties agree that in the event the Seller develops any proprietary information, intellectual property, work product, concepts, or ideas for inventions, copyrights, whether registered or not, improvements or valuable discoveries and ideas, whether patentable or not and/or any other works, materials, documents, files, texts, pictures, videos whether protectable by intellectual property rights or not (collectively "intellectual property"), which are conceived, made, first reduced to practice, or generated by Seller in connection with the Products, solely or jointly with another, all rights and ownership in such intellectual property shall be owned, and are hereby owned, by Seller, and Buyer hereby assigns to Seller any and all such intellectual property it may have in connection with the Products to the extent any is developed jointly by Buyer and Seller shall cause all of its employees and contractors who contributed to such development to waive all (intellectual property) rights, including but not limited to, all moral rights they may have in such intellectual property.

(10) CONFIDENTIAL INFORMATION.

To the extent that protection of information or materials to be transferred pursuant to these Conditions of Sale is covered by an existing confidentiality contract, the existing contract shall apply. Otherwise, the following terms shall apply: Seller may furnish to Buyer information and materials (collectively the "Documentation") Seller deems confidential or proprietary. Buyer may not disclose such Documentation to any third party except to its employees who may require use of the Documentation in the performance of their duties, and Buyer may use such Documentation only as authorized by Seller. They must be treated confidentially. Buyer's obligations with respect to such Documentation shall continue for five (5) years after receipt of the Documentation.

(11) EXPORT COMPLIANCE.

a. Buyer unconditionally and irrevocably agrees that it shall always comply with all applicable Federal, State, and local laws, orders, rules, and regulations in all relevant jurisdictions (hereinafter "Laws"), including, but without being limited to Laws governing the import and export of goods, services, or technology. Buyer agrees that it shall not, directly, or indirectly export, re-export, transfer, sell, resell, ship, or divert any product, material, technology, technical data, software, or service furnished to it by Seller to any company, country, entity, or person in violation of the export control Laws or of licensing requirements. As an illustration Laws will include, but without being limited to it, all applicable sanctions, embargoes, government orders and policies controlling the transmission or shipment of goods, services, or technology.

b. Buyer shall indemnify and hold Seller harmless for all claims, demands, cost, fines, penalties, fees, expenses, or losses, including the reasonable fees, charges, and disbursements of counsel, arising from Buyer's failure, intentional or unintentional, to comply with the foregoing export and sanctions compliance paragraphs. Buyer shall promptly provide Seller with complete and accurate information and documents as may be necessary to ensure compliance with applicable laws, including in relation to the end-user, end-use and destination country for the items furnished by Seller, in the format required by Seller. Except to the extent and in a manner specifically agreed by Seller in advance in a writing signed by an authorized representative of Seller, Buyer shall in no event (i) provide to Seller any products, information, materials, software, data, or technology subject to restrictions on exportation, release or disclosure pursuant to any applicable export control laws, or (ii) require Seller to design, manufacture, modify, sell or otherwise take action with respect to such export-controlled materials.

(12) GENERAL.

a. Buyer shall always comply with all applicable federal, provincial, state, municipal and local laws, orders, rules, and regulations in all relevant jurisdictions.

b. Should a provision of these Conditions of Sale and the further contract made, be or become invalid, this shall not affect the validity of the rest of these Conditions of Sale.

c. No modifications hereto shall be effective unless they are agreed upon in writing by both parties.

d. Except as specifically provided in these Conditions of Sale, Buyer shall have no right to return Products to Seller.

e. Seller may discontinue any Product(s) sold hereunder at any time, unless Buyer and Seller have otherwise agreed in a writing signed by authorized representatives of both parties.

f. The failure of either party to insist in any one or more instances upon the performance of any of the terms, covenants, or conditions in these Conditions of Sale or to exercise any right under these Conditions of Sale, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of any such right.

g. If the parties may agree on this contract in electronic form according to legislation, the parties choose to sign the contract with a simple electronic signature ("SES") using the DocuSign eSignature platform. The parties are obliged to ensure compliance with cyber security by their employees, and in the event that the document is signed by a person other than declared (e.g. if the device of an employee of any party is misused), the party is liable to the other party for the damage caused thereby, including any lost profits and fines associated with it, and this obligation also applies to damage caused to third parties in connection with the breach of this obligation.

h. No right, interest or obligation in these Conditions of Sale may be assigned or delegated by either party without the previous written permission of the other party. These Conditions of Sale are binding upon and shall inure to the benefit of the parties and their respective successors. Seller may assign these Conditions of Sale, in whole or in part, and without the consent of Buyer to (i) any affiliate or subsidiary, or (ii) a third party in the event of merger, stock sale, recapitalization, conversion, consolidation or other business combination or sale of all, or substantially all, of the assets of Seller to such third party. If any provision of these Conditions of Sale is contrary to, prohibited by or held invalid by any law, rule, order, or regulation of any government or by the final determination of any State, Provincial, Territorial, or Federal court, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

i. Section and paragraph headings used in these Conditions of Sale are for convenience only and are not to be deemed or construed to be part of these Conditions of Sale.

j. These Conditions of Sale are and shall be governed and interpreted in accordance with the laws of Germany, without reference to principles of choice and conflicts of laws. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG/UN Sales Convention) shall not apply. The Parties agree that the sole and exclusive venue for all disputes, claims or causes of actions shall be Hanover / Germany.

11/2022

JURISDICTION SPECIFIC CONDITIONS

AUSTRALIA JURISDICTION SPECIFIC CONDITIONS

JSC Number	Conditions of Sale	Details
JSC1		These Australia Jurisdiction Specific Conditions apply to all Buyers in Australia.
JSC2		In these Australia Jurisdiction Specific Conditions, the following definitions apply: ACL means the Australian Consumer Law under the CCA. CCA means the Competition and Consumer Act 2010 (Cth). Consumer has the meaning given to it in s 4B of the CCA. FCA has the meaning given to it under Incoterms 2020. PPSA means the Personal Property Securities Act 2009 (Cth). PPS Law means (a) the PPSA, (b) any regulation made pursuant to the PPSA, and (c) any other legislation made to implement or contemplated by any PPSA law referred to in (a) or (b). Security Interest means (a) any security for payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust or power, or title retention arrangement. (b) a security interest as defined in the PPSA. or (c) any document that grants or creates anything referred to in either paragraph (a) or (b) of this definition and any other thing which gives creditor priority over any other any other creditor with respect to any asset or an interest in any asset.
JSC3	Clause 1(c)	Delete the whole of clause 1(c) and replace with the following words: "These Conditions of Sale and the Australia Jurisdiction Specific Conditions apply to all Buyers in Australia, unless otherwise expressly stated in writing by the Seller to the Buyer."
JSC4	Clause 2(a)	Delete the following words from clause 2(a): "This shall only apply if the Buyer is an entrepreneur, a legal entity under public law or a special fund under public law."
JSC5	Clause 5(a)	Delete the following words from clause 5(a): "In the case of contracts with entrepreneurs,"
JSC6	Clause 8	Add to the end of clause 8: "To the maximum extent permitted by law, the Seller's liability under this clause 8 excludes any liability for consequential or indirect losses, and its liability is reduced to the extent any breach, claim or loss was caused or contributed to by the Buyer."
JSC7	Clause 12(j.)	Replace the whole of clause 12(j) with these words: "These Conditions of Sale are governed by the laws of the State of New South Wales, Australia. The Buyer submits and consents to the exclusive jurisdiction of the courts of that State and the courts entitled to hear appeals from those courts. The terms of the United Nations <i>Convention on Contracts for the International Sale of Goods</i> (1960) are expressly excluded."
JSC8	Clause 12	Add a new clause 12(k): "Buyer must at all times comply with all applicable laws, statutes, regulations and codes relating to anti-slavery, anti-bribery and improper payments, including but not limited to the Modern Slavery Act 2018 (Cth), Privacy Act 1988 (Cth), and the Criminal Code Act 1995 (Cth), and must respond to Seller's requests regarding compliance with such laws."

JSC09	New clause	<p>Add a new clause 13:</p> <p>“(13) PERSONAL PROPERTY AND SECURITIES ACT (CTH) 2009</p> <p>a. The PPSA will apply to these Conditions of Sale and terms used in this clause 14, that are defined in the PPSA, will have the same meaning as in the PPSA.</p> <p>b. The Buyer grants to Seller: (1) A Purchase Money Security Interest (“PMSI”) in all Products supplied by Seller from time to time as security for payment of the purchase price of such Products; and (2) A Security Interest (“SI”) in all Products supplied by Seller to the Buyer from time-to-time, and in all of the Buyer’s Personal Property both current and later acquired, as security for payment of all amounts owed by the Buyer to Seller and performance by the Buyer of the obligations set out in these Conditions of Sale.</p> <p>c. The Buyer acknowledges and agrees that: (1) All Products or proceeds of sale of Products subject to these Conditions of Sale are subject to the PMSI and/or SI granted under this clause 14 without the need for any further action or agreement by any party. (2) The Buyer has received valuable consideration from Seller and that consideration is sufficient. (3) The PMSI and/or SI have attached to all Products supplied now or in the future by Seller to the Buyer and that the attachment has in no way been deferred or postponed.</p> <p>d. Seller reserves the right to register a Financing Statement in the Personal Property Securities Register to perfect the PMSI and/or SI created under these Conditions of Sale. The costs of registering a Financing Statement may be charged by Seller to the Buyer including, where applicable, to the Buyer’s trading account with Seller.</p> <p>e. The Buyer must promptly, on request by Seller, execute all documents and do anything else reasonably necessary required by Seller to ensure that the PMSI and/or SI created under these Conditions of Sale is perfected.</p> <p>f. The Buyer must not: (1) Allow any person to register a Financing Statement over any of the Products, in which Seller has a PMSI and/or SI, without the prior written consent of Seller and must immediately notify Seller if the Buyer becomes aware of any person or entity taking any steps to register a Financing Statement in relation to any such Products. (2) Allow Products in which Seller has a PMSI and/or SI to become accessions or commingled with other Products unless Seller has first perfected any PMSI and/or SI that Seller has in relation to the Products. (3) Do anything that results in Seller having less than the security or priority granted by the PPSA that Seller assumed at the time of perfecting any PMSI and/or SI, subject only to the rights of a mortgagee pursuant to a registered mortgage.</p> <p>g. The Buyer irrevocably grants to Seller the right to enter upon the Buyer’s property or premises, without notice and without being in any way liable to the Buyer or to any third party, to recover Products pursuant to the PPSA. If Seller has cause to exercise any of Seller’s rights under Chr 4 of the PPSA, the Buyer will indemnify Seller for all claims made by any third party as a result of such exercise.”</p>
JSC10	New clause	<p>Add a new clause 14:</p> <p>“(14) CONTRACTING OUT OF THE PPSA</p> <p>a. To the extent permitted by the PPSA, the Buyer acknowledges and agrees: (1) That nothing in ss 125, 132(3)(d), 132(4), 142 and 143 of the PPSA will apply to these Conditions of Sale or to any security granted to Seller under these Conditions of Sale. (2) That ss 92, 95(1)(a), 97, 117, 118(1)(b)(i), 121(4), 123(2)(a), 129(2), 129(3), 130(1)(a), and 135(1)(a), of the PPSA will not apply to the enforcement of any PMSI and/or SI created under these terms, and waive any right given to the Buyer and obligations imposed on Seller under the said sections. (3) To waive a right to receive notice of a verification statement in relation to any registration event (including registration of a Financing Statement or a Financing Change Statement) relating to a PMSI and/or SI created under these Conditions of Sale under s 157 of the PPSA. (4) To contract out of each other provision of Part 4.3 of the PPSA, but only to the extent that the provision imposes obligations on Seller. (5) That any Security Agreement (within the meaning of the PPSA) created by these Conditions of Sale may only be reinstated on terms considered appropriate by Seller at its complete discretion.”</p>
JSC11	New clause	<p>Add a new clause 15:</p> <p>“(15) AUSTRALIAN CONSUMER LAW</p> <p>a. Nothing in these Terms is to be construed as contrary to the provisions of the ACL or the CCA or as restricting, limiting, or modifying (or having the effect of restricting, limiting, or modifying) the Buyer’s rights or remedies against Seller under the ACL or any other legislation applicable to the sale of goods and services which cannot be so excluded, restricted, or modified. To the extent the Buyer is a Consumer, Seller acknowledges that (where You is the Buyer and Goods means Products): <i>“Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.”</i></p>

		<p>b. However, where the Buyer is a Consumer and the Products supplied by Seller are not of a kind ordinarily acquired for personal, domestic, or household use or consumption, Seller limits its liability for failure to comply with a consumer guarantee under the ACL (other than a guarantee as to title, undisturbed possession, and undisclosed securities), at the sole discretion of Seller, to repair or replacement of the Products or the cost of repairing or replacing the Products.”</p> <p>c. When and to the extent that the Buyer is a Consumer, the Buyer’s right to undisturbed possession of the Products shall not apply to the extent that the Seller maintains a valid Security Interest in the Products pursuant to clause 14 of these Conditions of Sale.</p>
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