

General Terms and Conditions of Sale and Delivery

Version as of: January 2026

These General Terms and Conditions of Sale and Delivery (hereinafter also referred to as: "**VLB**") shall apply within their scope of application (see Clause A.1) vis-à-vis customers, prospective customers and contractual partners (hereinafter also jointly referred to as: "**Customers**" or "**you**")¹ for the business relationships with the following companies of the KRONE-Group² (hereinafter also jointly referred to as: "**KRONE**", "**we**" or "**us**");

- Fahrzeugwerk Bernard Krone GmbH & Co. KG, Bernard-Krone-Straße 1, 49757 Werlte, Germany, T: +49(0)05951/209-0, F: +49(0)5951/209-98 268, info.nfz@krone.de (hereinafter also: "**KRONE Fahrzeugwerk**");
- KRONE Used GmbH, Kasernenstraße 25, 49757 Werlte, Germany, T: +49(0)05951/209-335, F: +49(0)5951/209-225, (hereinafter also: "**KRONE Used**").

For purposes of better clarity, these VLB have a modular structure. This means that they consist of a General Part, the content of which relates to all transactions and offers of KRONE (Part A) and several Special Parts (Parts B to F), which contain special rules for specific transactions and contractual relationships with KRONE. Please take the time to read these VLB carefully. Since you may not use all types of our offers, not all parts of these VLB may be relevant to you. To find the parts that are relevant to you, please refer to the breakdown below:

Part	Designation	This part is for you...	There you will find, among other things, information on:
A	General Provisions	...always relevant.	Scope of application; formal requirements; priority rules; initiation and conclusion of Performance Contracts; provision of services; prices; transfer of risk; payments and defences; retention of title ; proprietary rights and warranty; liability ; Force Majeure; data protection; data usage agreement ; confidentiality; export control; compliance; assignment; final provisions (including choice of law and place of jurisdiction)
B	Special terms and conditions for New Delivery Transactions	...relevant if you would like to purchase New Products (especially factory-new commercial vehicles) from us.	Definition and conclusion of New Delivery Transactions; delivery, transfer of risk and ownership, non-acceptance compensation ; price adjustment; invoicing; warranty
C	Special terms and conditions for Used Vehicle Transactions	...relevant if you would like to purchase or rent a Used Vehicle from us.	Definition and conclusion of Used Vehicle Transactions; delivery, transfer of risk and transfer of ownership in the case of Used Vehicle purchases; Used Vehicle Rental; invoicing; price adjustment; warranty
D	Special terms and conditions for Spare Part Transactions	...relevant if you wish to purchase vehicle or other accessories (e.g. via our online shop "Spare Parts").	Definition and conclusion of Spare Part Transactions; order process; delivery, transfer of risk and ownership; invoicing; price adjustment; warranty
E	Special terms and conditions for Telematics Contracts	...relevant if you want to use Telematics Services offered by us via a Telematics Portal.	Definition and conclusion of Telematics Contracts; subject matter of Telematics Services; Telematics Portals; invoicing; price adjustments; warranty; contract term and termination ; rights of use
F	Special terms and conditions for Service Contracts	...relevant if you wish to make use of Fair Care Services, Warranty Extensions or other repair and maintenance services.	Definition and conclusion of Service Contracts; Service Contracts for Fair Care Services; Service Contracts on Warranty Extensions; priority of special contract terms ; invoicing

¹ For better readability, the masculine form is used when referring to persons, while always including the feminine or any other form.

² The KRONE-Group includes all companies in which the Bernard Krone Familienstiftung, Heinrich-Krone-Straße 10, D-48480 Spelle, Germany, has a direct or indirect shareholding.

PART A - GENERAL PROVISIONS

A.1. Scope of these VLB

A.1.1 *Personal scope*

These VLB apply only to business contacts and legal transactions with entrepreneurs (Section 14 of the German Civil Code (hereinafter: "**BGB**")), legal entities under public law or special funds under public law. They do not apply to consumers (Section 13 BGB). You act as an entrepreneur if you act in the exercise of your commercial or self-employed professional activity when placing the order. You act as a consumer if your actions can predominantly be attributed neither to a commercial nor to a self-employed professional activity.

A.1.2 *Substantive scope*

These VLB shall apply to all deliveries (e.g. of goods) and services (e.g. services or works) of any kind to be provided by or under the responsibility of KRONE to Customers (including importers), including offers made in connection therewith (hereinafter jointly also referred to as "**KRONE-Offers**"), in particular to the offer and sale of factory-new and used purchased goods and the provision of related deliveries and services described below. These VLB shall form part of all contracts, in particular Performance Contracts (see Clause A.4.4), which KRONE enters into with Customers for these purposes.

A.1.3 *Framework agreement*

These VLB shall also apply as a framework agreement to all future KRONE-Offers, even if their application is not separately agreed again with the Customer.

A.1.4 *Exclusive application of these VLB*

General Terms and Conditions of the Customer or of third parties (hereinafter: "**Customer-GTC**") which deviate from, conflict with or supplement these VLB shall not apply and shall not become part of the contract unless we have expressly agreed to their application in an individual case. This shall also apply if we do not expressly object to the applicability of the Customer-GTC or perform or render the delivery or service to the Customer without reservation with knowledge of the Customer-GTC.

A.1.5 *Supplementary application of statutory provisions*

Any references in these VLB to the application of statutory provisions are for clarification purposes only. Even without such clarification, the applicable statutory provisions shall apply insofar as they are not amended or excluded in these VLB.

A.1.6 *Accessibility of and changes to these VLB*

These VLB apply in the version valid at the time of the conclusion of the relevant transaction. The currently valid version of these VLB can be accessed and downloaded from our website (www.krone-trailer.com).

If any changes are made to these VLB, we will make the amended text available to you; the amended version will then apply to all future transactions with us from the time of the publication of the new version.

A.2. Formal requirements

A.2.1 *Legally relevant declarations and notifications by the Customer*

Legally relevant declarations and notifications by the Customer to be made to us in connection with KRONE-Offers and concluded Performance Contracts (e.g. setting of deadlines, notifications of defects, declaration of rescission or price reduction) shall be made in writing. Stricter statutory formal requirements and the demand for further evidence, in particular in the event of doubts regarding the authority of the person making the declaration, shall remain unaffected.

A.2.2 *Written form within the meaning of these VLB*

Unless expressly stipulated otherwise in individual cases, the "written form" or "written format" within the meaning of these VLB shall be deemed to have been complied with if the written or text form (e.g., email, letter, fax; including scanned signatures) or electronic form (including a signature – which may be a basic/non-qualified signature – via a selected electronic signature service, e.g., Adobe Sign, DocuSign) is used.

A.3. Priority rules

A.3.1 *Unconditional priority of individual agreements*

Individual agreements made with the Customer in individual cases (including ancillary agreements, supplements and amendments) shall in any event take precedence over these VLB and other sets of conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such individual agreements.

A.3.2 *Precedence of Performance Contracts over these VLB*

In the event of any inconsistency between the content of a Performance Contract (see Clause A.4.4) and these VLB, the content of the Performance Contract shall prevail.

A.3.3 *Priority of the Special Parts over the General Section of these*

In the event of any inconsistency between provisions in the General Part of these VLB and the Special Parts of these VLB, the Special Parts shall prevail.

A.4. Initiation and conclusion of Performance Contracts; provision of services; prices; sales financing and receivables management

A.4.1 *Offers and dealing with Offer Documentation*

The delivery and service offers presented on our Internet pages, in brochures, advertisements, catalogues and other advertising material are subject to change and non-binding, unless expressly indicated otherwise. We reserve the right to change delivery and service offers (including prices) at any time before the conclusion of the Performance Contract.

We reserve ownership, copyright and all other rights to offers, cost estimates, concepts, designs, drafts, drawings, illustrations, calculations, models, catalogues, tools and all other documents and objects which are transmitted or made available to the Customer for the purpose of the offer (hereinafter also referred to jointly as: "**Offer Documentation**"). Without our consent, which may not be unreasonably withheld, the Customer may not modify the Offer Documentation, make it accessible or available for use by third parties or reproduce it. Offer Documentation (including any copies) must be returned or destroyed without undue delay upon our request, to the extent that it is no longer required in the ordinary course of business or if the negotiations do not lead to the conclusion of a Performance Contract.

A.4.2 *Inquiries and orders*

Inquiries and orders from KRONE-Offers are possible in any form (e.g. in writing, by telephone, by electronic means) and are binding for you after their receipt by us, unless we receive a revocation beforehand or at the same time or the revocation was expressly reserved by the Customer. We can accept binding inquiries and orders from Customers within a reasonable period after receipt.

A.4.3 *Acceptance conditions*

We conclude Performance Contracts exclusively with natural persons, legal entities, or other entities that, at the time of concluding the legal transaction, are acting in their commercial or independent professional capacity, i.e., as entrepreneurs.

Furthermore, the acceptance of an inquiry or order of a KRONE-Offer is subject to internal reviews as to whether there are any grounds preventing the conclusion or fulfilment of the relevant transaction. Such conflicting reasons include, in particular, that

- any necessary official authorisations for the sale, delivery, transfer and/or export are not granted by the competent authorities;
- the Customer or a beneficial owner is on a blacklist to be observed by KRONE (e.g. due to lack of creditworthiness or sanctions lists to be observed by KRONE as well as rules regarding the prevention of money laundering);
- delivery to the intended destination country is not permitted under the relevant export control regulations;
- we have indications of a critical end-use (e.g. dual use goods or due to violations of Export Rules in accordance with Clause A.13.) of the ordered delivery or service.

A.4.4 Conclusion of Performance Contracts

If you have declared that you wish to make use of a KRONE-Offer provided by us and we have accepted this inquiry, assignment or order (either expressly, e.g. by order confirmation, or impliedly, e.g. by shipping the delivery), a separate contract for the delivery, provision or use of the relevant KRONE-Offer is concluded between you and us that includes these VLB (hereinafter also: "**Performance Contract**"). For details on the manner of conclusion and the contents of Performance Contracts, please refer to the respective passages in the Special Parts of these VLB.

The scope and the programme of rights and obligations of Performance Contracts shall be determined solely by their respective content. Subject to proof to the contrary, all agreements made on the respective subject matter of the contract are fully documented in the Performance Contract.

A.4.5 Performance; deviations; partial delivery/performance

As your contractual partner, we are responsible for the performance and provision of the deliveries and services owed by us, even if they originate from third parties or we involve third parties as auxiliary persons in this respect. The Customer has no claim to a specific production site or specific delivery plant. For details on the manner of delivery and performance, please refer to the respective passages in the Special Parts of these VLB.

We reserve the right to make minor or technically unavoidable deviations regarding the quality of the delivery items, to the extent that this is legally required and not unreasonable for the Customer (e.g. insofar as the Performance Contract requires exact compliance with a certain quality). This applies in particular to design, technical or physical information provided by us in delivery and service offers, illustrations or other advertising material (e.g. weight, dimensions, shape, utility value, load capacity, tolerances, colour).

We are entitled to make partial deliveries and provide partial services if (i) the partial delivery or service is usable for the Customer within the scope of the contractual purpose, (ii) the remaining delivery or service is ensured and (iii) the Customer does not incur significant additional expenses or costs as a result (unless we agree to bear the costs). Each partial delivery or service may be invoiced separately.

A.4.6 Delivery periods and dates; Performance Unavailability

Dates and delivery periods for KRONE-Offers shall be agreed individually or specified when the Performance Contract is concluded. Otherwise, delivery will be made as soon as possible.

If we are unable to meet binding delivery periods or deadlines for reasons for which we are not responsible (hereinafter: "**Performance Unavailability**"), we shall inform the Customer thereof without undue delay and at the same time notify the Customer of the expected new delivery period or the new date. If the delivery or service is still not available within the new delivery period, we shall be entitled to rescind the Performance Contract in whole or in part; we shall without undue delay refund any consideration already paid by the Customer. A case of Performance Unavailability in this sense shall be deemed to be, in particular, the failure of our supplier to deliver on time if we have concluded a congruent cover transaction, if neither we nor our supplier are at fault, and if we have not assumed any special procurement risk in the individual case, as well as the case that suppliers or raw materials specified by the Customer are not available.

Compliance with dates and delivery periods also presupposes the fulfilment of the Customer's contractual duties to cooperate. Otherwise, an agreed date or an agreed delivery period shall be extended by the period during which the Customer has not fulfilled its obligation to cooperate.

Our liability for delay is limited in accordance with Clause A.9.1.

A.4.7 Place of performance and sale by delivery to a place other than the place of performance

Unless otherwise agreed, the place of performance for deliveries owed by us within the scope of KRONE-Offers shall be the warehouse from which the delivery is made, and for all other services the place of business of KRONE from which the service is rendered. This shall also apply to any subsequent performance.

At the request and expense of the buyer, items to be delivered shall be shipped to a different destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging, insurance) ourselves.

A.4.8 Transport material

Transport containers and racks, loading trays and other reusable packaging and transport aids will be invoiced at the applicable price in each case. Upon return of these transport materials, the amount invoiced for them will be credited – if applicable, with deduction of an appropriate compensation for use – and, if already paid by the Customer, reimbursed by us.

A.4.9 Prices

All prices quoted are in EURO and net.

A.4.10 Sales financing and receivables management

We offer various payment models in connection with Performance Contracts. Upon request, we will inform you in more detail about possible payment models that are suitable for you.

In order to prepare a customised offer and to approve and process the order, we must request and take into account various relevant information (e.g. contact and company data, country of destination of the delivery, bank data, balance sheet data, machine type and number, preferred financing model, possible collateral, repayment cycle, financing parameters, economic circumstances). It may be necessary (e.g. for credit checks) to exchange or disclose this information and other customer data with/to affiliated companies within the KRONE-Group and/or third parties (e.g. banks, leasing companies, refinancing companies, insurers). This requires that the economic circumstances of the Customer be disclosed throughout the entire term of the payment model. For further details and the contractual conditions, please refer to the relevant offer on the payment model as well as, with regard to data processing, our data protection information (see Clause A.11.).

Furthermore, we reserve the right to assign claims against Customers by way of a sale and assignment of receivables without the Customer's consent (see Clause A.16.1).

A.5. Transfer of risk

A.5.1 Provision, handover and partial deliveries

Insofar as goods are to be delivered within the scope of KRONE-Offers, the risk of accidental loss and accidental deterioration shall pass to the Customer in the case of an obligation to collect at the time when the Customer is informed that the object has been made available and otherwise at the latest at the time of handover of the item [Übergabe]. In the case of sale by delivery to a place other than the place of performance (see Clause A.4.7), the risk shall pass to the Customer when the goods are handed over to the forwarding agent, the freight carrier, or any other person or institution designated to carry out the shipment.

The foregoing shall also apply if partial deliveries are made or we have assumed other ancillary services (e.g. installation).

A.5.2 Acceptance of works

Insofar as works are to be performed within the scope of KRONE-Offers or an acceptance is agreed, the acceptance shall be decisive for the transfer of risk. Unless otherwise agreed, the statutory provisions regarding contracts for work and services shall apply to the acceptance.

A.5.3 Default of acceptance

It is equivalent to handover or acceptance if the Customer is in default of acceptance.

In the event of a default of acceptance by the Customer, we shall be entitled to demand compensation for the damage resulting thereof, including additional expenses incurred (e.g. storage costs, stand fees).

A.6. Payments and defences

A.6.1 Terms of payment

For details on the terms of payment, please refer to the respective passages in the Special Parts of these VLB. It is possible that the payment is to be made by you to a company of the KRONE-Group of Companies or a payment service provider other than your contractual partner. If this is the case, this will be done on behalf of or at the behest of us or your contractual partner in the Performance Contract.

A.6.2 Payment deadlines and default

Unless otherwise agreed, the Customer shall settle any claims for payment within 30 days in accordance with the provisions of Section 288 paragraph 3 BGB. The date of receipt in our bank account or the bank account specified in the invoice shall be decisive for the date of each payment. During the Customer's default in payment, we shall be entitled to charge interest at the statutory rate (in the case of claims for remuneration, 9% p.a. above the respective base interest rate). The right to assert further claims for compensation (e.g. lump sum for default costs in accordance with Section 288 paragraph 5 BGB in the amount of EUR 40 or interest on arrears in accordance with Section 353 German Commercial Code ("HGB")) or rights to affect the legal relationship by unilateral declaration [Gestaltungsrechte] shall not be limited thereby.

A.6.3 Rights of set-off, rights to refuse performance and rights of retention

We shall be entitled to rights of set-off, refusal of performance, or retention to the extent permitted by law. Furthermore, we may refuse outstanding deliveries and services if it becomes known after conclusion of the contract that the conditions of acceptance (see Clause A.4.3) are not (or are no longer) fulfilled. The same applies if we become aware of circumstances which show that the financial circumstances or creditworthiness of the Customer have deteriorated significantly, so that proper fulfilment of the contract can no longer be expected, unless the Customer provides the consideration (advance payment) at our request or provides appropriate security for the consideration.

The Customer shall be entitled to rights of set-off, refusal of performance or retention only if its counterclaim has been established with legally-binding effect, or if it is not disputed or has been recognised by us. A right of retention due to a notice of defect (plea of defect) remains unaffected by this; however, the Customer is only entitled to the plea of defect in an appropriate proportion to the defects to be remedied.

A.7. Retention of title

A.7.1 Scope of application

Insofar as the Special Conditions of these VLB or a Performance Contract provide that we reserve title to an item sold (hereinafter also referred to as: "**Reserved Goods**"), the following provisions shall apply.

A.7.2 Retention of title

We retain title to the Reserved Goods until all our current and future claims arising from Performance Contracts and an ongoing business relationship (hereinafter also referred to as: "**Secured Claims**") have been settled in full. If an entry of the reservation of title in a public register should be necessary or the effectiveness of the retention of title requires the cooperation of the Customer in any other way, the Customer is obliged to carry out the necessary cooperation actions at its own expense.

If a vehicle registration document (in Germany, Certificate of Registration, Part II [*Zulassungsbescheinigung, Teil II*]) has been issued for the Reserved Goods, this shall remain with us for the duration of the retention of title.

A.7.3 Handling the Reserved Goods and costs

The Customer shall treat the Reserved Goods with diligent care and use them as intended (in particular in accordance with the specifications in the operating instructions). The Customer is also obliged to insure them adequately at his own expense against fire, water, loss, vandalism and other usual risks; if required by law, he must in particular take out liability insurance. The Customer shall also bear all other running costs of the Reserved Goods, in particular taxes and insurance premiums. If maintenance and inspection work must be carried out in order to maintain the operational or roadworthy condition, the Customer must carry this out in a timely and professional manner at its own expense. This also applies to the costs of necessary repairs, unless total loss is to be assumed due to the severity or extent of the damage or the anticipated repair costs exceed 60% of the replacement value of the Reserved Goods.

The Reserved Goods may not be pledged to third parties or assigned as security or otherwise encumbered with the rights of third parties before complete fulfilment of the Secured Claims. The Customer must notify us without undue delay in writing, enclosing all necessary information and documents, if and insofar as the Reserved Goods are stolen or damaged or perish or if third parties have accessed (e.g. by seizures) the Reserved Goods. In the latter case, the Customer must also inform the third party of our right of ownership.

For the duration of the retention of title, subsequent changes, additional installations as well as painting and labelling of the Reserved Goods are only permissible with our prior written consent, which may not be unreasonably withheld.

A.7.4 Rescission and demand for surrender

In the event of conduct by the Customer in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to rescind the contract in accordance with the statutory provisions or/and to demand the return of the goods on the basis of the retention of title and to realise them. The demand for surrender does not automatically include the declaration of rescission; rather, we are entitled to demand only the surrender of the goods and to reserve the right to rescind the contract. If the Customer does not pay the purchase price due, we may only assert these rights if we have previously set a reasonable deadline for payment for the Customer or if setting such a deadline is dispensable according to the statutory provisions.

A.7.5 Resale and processing in the ordinary course of business

Until revocation (see below under c)), the Customer is entitled to use, sell and/or process or mix the Reserved Goods within the scope of its ordinary business operations. In this case, the following provisions shall apply in addition:

- a) The retention of title extends to the products resulting from the processing, mixing or combination of the Reserved Goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Beyond that, the same shall apply to the resulting product as to the Reserved Goods.
- b) The Customer hereby assigns to us by way of security the claims against third parties arising from the resale of the Reserved Goods or the product manufactured therewith in the amount of our possible co-ownership share in accordance with the aforementioned letter a). We accept this assignment. The obligations of the Customer stated in Clause A.7.3 shall also apply accordingly in respect of the assigned claims.
- c) The Customer shall remain authorised to collect the claim in its own name in addition to us. We undertake not to revoke the Customer's right of resale and the collection authorisation as long as the Customer (i) is not wholly or partially in arrears with the fulfilment of the secured payment obligations towards us, (ii) is not in payment difficulties due to a significant deterioration in its financial circumstances, (iii) duly fulfils its contractual obligations towards us. In the event of revocation, the Customer is obliged, at our written request, to inform us of the debtors of the assigned claims, to provide us with all documents and information necessary for the assertion of these claims, and to notify the debtors of the assignment.

A.7.6 Claim for release

If the realisable value of the existing securities exceeds the Secured Claims by more than 10%, we shall release securities of our choice at the Customer's request.

A.8. Proprietary rights and warranty

A.8.1 Dealing with infringements of proprietary rights

We are not aware that KRONE-Offers infringe upon any industrial property rights or copyrights of third parties. Each contractual partner shall notify the other contractual partner in writing without undue delay if any claims are asserted against it by third parties for the infringement of such rights.

In the event of an infringement of proprietary rights, we shall, at our option and at our expense, modify or replace the item of the relevant KRONE-Offer in such a way that no third party rights are infringed upon any longer, but the delivery item continues to fulfil the contractually agreed functions, or procure the necessary rights of use for the Customer by concluding an agreement with the respective third party. If we do not succeed in doing so within a reasonable period of time, the Customer is entitled to rescind the Performance Contract or to reduce the price to a reasonable extent.

In the event of infringements of rights by products of other manufacturers supplied by us, we shall, at our discretion, assert our claims against the manufacturers or upstream suppliers for the account of the Customer or assign them to the Customer. In these cases, warranty claims against us shall only exist if the legal enforcement of the aforementioned claims against the manufacturers and suppliers was unsuccessful or is futile, e.g. due to insolvency.

A.8.2 Other warranty rights

The Customer's further warranty rights with KRONE-Offers are set out in the relevant sections of the Special Parts of these VLB. Unless otherwise provided therein, the applicable statutory warranty provisions shall apply. Any claims for damages by the Customer as a result of material or legal defects shall be governed by the liability provisions in Clause A.9.1.

A.9. Liability

A.9.1 Liability of KRONE

None of the provisions in this Clause A.9. or elsewhere in these VLB limit our legal liability for damages and reimbursement of expenses under German law (including in connection with warranty cases)

- for intent or gross negligence, or
- resulting from a guarantee assumed by us or a procurement risk assumed by us, or
- for culpable injury to life, body, or health, or
- for claims arising from the Product Liability Act, from Art. 82 of Regulation (EU) 2016/679 (GDPR), or other mandatory statutory liability provisions or bases for claims, but only as provided for therein.

Furthermore, we shall be liable for the culpable breach of a material contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which you as a contractual

partner may regularly rely ("cardinal obligation"), in the case of simple (slight) negligence, however, limited to the reasonably expected and foreseeable damage at the time of the conclusion of the contract. Indirect damage and consequential damage are therefore only compensable to the extent that they are to be expected when the subject matter of the contract is utilized as intended.

Save for the cases mentioned in paragraph 1 and paragraph 2 above and unless otherwise expressly agreed individually, our liability for damages or reimbursement of expenses for contractual or statutory breaches of duty, irrespective of the legal grounds, is otherwise excluded. For the avoidance of doubt, this exclusion of liability shall not affect any other legal remedies of the Customer (e.g. rights to subsequent performance, reduction of the purchase price, rescission or termination) that are not based on compensation for damages or expenses.

The above provisions in this Clause A.9.1 shall also apply accordingly in favour of our vicarious agents, legal representatives, agents, employees and workers for the scope of their personal liability, if any.

A.9.2 Liability of the Customer

Unless otherwise agreed or provided for in these VLB, the Customer shall be liable for the breach of contractual and statutory obligations in accordance with the applicable statutory provisions.

A.9.3 Warranty conditions

Unless otherwise agreed or provided for in these VLB, the KRONE General Terms and Conditions of Warranty provided to you in connection with the granting of a warranty shall apply to the granting of warranties by KRONE for KRONE-Offers. The provisions contained therein shall take precedence in their scope of application as special provisions in the event of conflicts with these VLB (cf. Clause A.3.2).

A.10. Force Majeure

A.10.1 Term

"**Force Majeure**" means the occurrence of an event or circumstance which prevents a contracting party (hereinafter also: "**Affected Party**") from performing one or more of its contractual obligations under the relevant Performance Contract and/or these VLB if and to the extent that the Affected Party proves that (i) such impediment to performance is beyond its reasonable control, and (ii) such impediment to performance was not reasonably foreseeable at the time of the conclusion of the relevant Performance Contract, and (iii) the effects of such impediment to performance could not reasonably have been avoided or overcome by the Affected Party (e.g. natural disasters, war, terror, sabotage, epidemics). For the avoidance of doubt, the existence of an event of Force Majeure is not excluded merely because it directly affects one of our suppliers.

A.10.2 Consequences of Force Majeure

To the extent and for the duration of the effects of Force Majeure, the Affected Party shall be released from its obligations in connection with Performance Contracts (e.g. due to delayed performance) from the time of the occurrence of the Force Majeure event, whereby the non-affected party shall be informed thereof without undue delay. In this case, we reserve the right in particular to reduce delivery quantities if there is a production stoppage due to Force Majeure or if we ourselves are not supplied (on time).

A.10.3 Right of rescission

If the duration of the Force Majeure results in a party being deprived of what it had a right to expect as performance under the relevant Performance Contract, or if the effects of Force Majeure continue uninterrupted for more than 30 days, either party shall have the right to rescind the relevant Performance Contract by giving written notice to the other party.

A.10.4 Relationship to other provisions

For the avoidance of doubt, the provisions of this Clause A.10. shall not result in any form of extension or limitation of the liability provisions of Clause A.9., in particular not in a liability independent of fault, nor shall they prevent the Affected Party from invoking other applicable legal instruments or defences in connection with defaults (e.g. impossibility, unreasonableness, frustration of contract), provided that the respective prerequisites are met.

A.11. Data protection

With regard to the processing of personal data relating to individuals in connection with the KRONE-Offers, please refer to our data protection information, which are available on the KRONE website (www.krone-trailer.com).

Your responsibility remains unaffected by any responsibility on our part insofar as you process personal data of third parties.

A.12. Data Use Agreement (Article 4 (13) Data Act)

A.12.1 Subject Matter, conclusion and content of the Data Use Agreement

If, in connection with a Performance Contract, you use a connected product (Article 2 (5) Data Act) and/or a related service (Article 2 (6) Data Act) on a permanent basis or for a contractually defined period, the use of which enables us to receive or retrieve data about its use via a physical or wireless data connection (together, **"IoT Items"**), this may create rights and obligations between you, in your capacity as the user (Article 2 (12) Data Act) of the IoT Items, and us, in our capacity as the data holder (Article 2 (13) Data Act), under Regulation (EU) 2023/2854 (the **"Data Act"**). These relate in particular to product data (Article 2 (15) Data Act) and related service data (Article 2 (16) Data Act) generated in connection with the use of the IoT Item, as well as the metadata required to interpret and use such data (Article 2 (2) Data Act) (together, **"IoT Data"**). It is irrelevant whether the provision or making available of the IoT Items to the user is based on the conclusion or assumption of a contract with us or on a contractual arrangement with a third party (together, a **"Provision Agreement"**).

Unless expressly agreed otherwise, we make the conclusion or assumption of Provision Agreements with us (in particular Performance Contracts) contingent upon the simultaneous conclusion with us of an agreement that enables us to use IoT Data that, in connection with the use of an IoT Item, were generated either by the respective user him-/herself (directly) or in a manner attributable to the user (indirectly), and that are available to us or retrievable by us, to the extent such data constitute readily available (Article 2 (17) Data Act) and non-personal data (Article 2 (4) Data Act) (the **"Data Use Agreement"**). The subject matter of the Data Use Agreement contained in this Clause A.12 between us and the Customer is the mutual rights and obligations regarding the grant and scope of such rights to use IoT Data. Unless terms used in this Data Use Agreement are defined herein, they have the meaning given in the Data Act (see Article 2 Data Act).

The following are not covered by and remain unaffected by the Data Use Agreement:

- a) obligations and counter-obligations under Performance Contracts or Provision Agreements that lie outside the use of data;
- b) the processing of personal data (e.g., of persons using the IoT Items), which is primarily governed by the applicable data protection laws; further information is set out in our privacy notice, see Clause A.11;
- c) other agreements by you or the user with us or third parties (including other companies of the KRONE-Group) that concern the provision or other lawful use of IoT Data;
- d) any existing rights of the user (e.g., Articles 3 to 6 Data Act) concerning the provision, use or sharing of IoT Data under the applicable legal requirements; however, such statutory rights do not exist in particular with respect to data and information inferred or derived from IoT Data that are the result of additional investments and/or enjoy intellectual property protection (e.g., under copyright, database maker's right or trade secret law);
- e) the arrangements for any provision of IoT Data to third parties desired by the user, which shall be made in accordance with the applicable statutory requirements as well as other conditions set by us for that purpose (see Articles 8 et seq. Data Act).

A.12.2 Grant and scope of the Data Use Right

We are entitled, even without your or the user's express consent, to use the IoT Data available to us to the extent necessary to fulfil existing contractual and statutory obligations. In addition, by means of the Data Use Agreement, the Customer authorises and permits us to use the IoT Data available to us for the following purposes (the **"Data Use Right"**):

- a) where required, the contractual provision of KRONE-Offers and IoT Items and to ensure, improve, maintain and protect their proper and secure functioning (e.g., by deploying updates), as well as to prevent and detect security risks or criminal activity;
- b) handling user requests (e.g., for preparing quotations, residual value assessments or troubleshooting), identifying and addressing service needs, and performing maintenance work;
- c) the assertion and defence of legal claims, and the settlement of legal disputes;

- d) provided the relevant IoT Data do not allow to be retraced to a specific user, to improve and further develop KRONE-Offerings and to develop new products or services, including training AI applications and algorithms, for statistical purposes, for risk management, and for conducting due diligence reviews;
- e) fulfilling existing legal claims of the user and/or third parties or other obligations that we must fulfil with respect to the IoT Data or IoT Items (e.g., warranty obligations, data provision obligations under applicable requirements, potential product recalls, update obligations, regulatory reporting obligations, court or administrative measures).

The Data Use Right granted to us is irrevocable, free of charge, non-exclusive, worldwide, sublicensable (including multiple tiers), transferable, and applies to commercial and non-commercial uses. To the extent we deem it necessary or useful for the above purposes, the Data Use Right includes in particular the authority to store, reproduce, analyse, aggregate, link with other data and otherwise further process the IoT Data, in whole or in part. We are also authorised to disclose the IoT Data to, or make them accessible to, third parties with whom we cooperate for the aforementioned purposes (including other companies of the KRONE-Group, advisors, cooperation partners, research institutions, suppliers), provided that we appropriately ensure through technical and organisational measures that the user's trade secrets remain protected (e.g., through confidentiality obligations).

Neither we nor third parties are authorised to use the IoT Data to derive insights into the economic situation, assets and production methods of users or to impair their market position in any way.

A.12.3 Permanent or temporary transfer to Secondary Users

If the Customer permanently (e.g., by sale) transfers an IoT Item to another natural or legal person (including its affiliated companies), or temporarily (e.g., by renting, co-ownership) grants (co-)use to such person (together, "**Secondary Users**"), the Customer must:

- a) inform the Secondary User about the content of these VLB and the Data Use Agreement and, where applicable, about any processing of the Secondary User's personal data;
- b) promptly and unsolicitedly inform us of the impending transfer or handover of the IoT Item, including the identity of the Secondary User (e.g., by email to telematics.nfz@krone.de);
- c) in the event of a permanent/irrevocable transfer, offer and use best efforts to ensure that the Secondary User assumes the Data Use Agreement applicable to the transferred IoT Item and enters into the agreement in place of the Customer, to which we will consent provided that, following an internal review, no reasons oppose the transfer of contract as described in Clause A.4.3; consent shall be deemed granted once thirty (30) days have elapsed from the time we were informed of the impending transfer or handover without our having objected to the Secondary User's accession to the contract;
- d) in the event of a temporary transfer, conclude contractual arrangements with the Secondary User that essentially reflect the content of this Data Use Agreement, in particular with respect to the Data Use Right granted to us;
- e) promptly and unsolicitedly inform us if the Secondary User refuses to conclude or assume a Data Use Agreement;
- f) delete all IoT Data from the transferred or handed-over IoT Item to the extent this is possible for the Customer, unless the Customer agrees to the transfer of the IoT Data to the Secondary User;
- g) where required, cooperate with us reasonably so that legitimate requests by the Secondary User concerning the use of IoT Data of the transferred IoT Item can be handled properly.

Even after a transfer of contract has occurred, KRONE is not entitled to disclose to the purchaser/recipient information from historical data that would reveal or allow conclusions about the Customer's operational and economic circumstances or trade secrets.

A.12.4 Term and termination

The Data Use Right is granted for the term of this Data Use Agreement. The Data Use Agreement commences upon the conclusion or assumption of the Performance Contract for the IoT Item and is of indefinite duration. Each party may terminate the Data Use Agreement by giving two (2) months' notice to the end of a calendar month. The right of both parties to terminate the Data Use Agreement for cause in accordance with the applicable statutory provisions (in case of doubt pursuant to Section 314 BGB) remains unaffected. Any notice of termination must be given in written or text form.

Termination, rescission or expiry of a Performance Contract and/or the revocation of any data protection consents does not automatically constitute termination of the Data Use Agreement. Irrespective of any termination, the Data Use Agreement also ends without express declaration by the parties if the relevant IoT Item (i) is destroyed or is otherwise no longer capable of generating IoT Data, or (ii) is permanently/irrevocably transferred to a Secondary User.

Notwithstanding the foregoing, our Data Use Right continues in full force even after termination of this Data Use Agreement with respect to IoT Data generated before the time of termination, until such data are deleted. Where IoT Data are stored with us, the user may, upon request, obtain a copy of the IoT Data generated by the user within sixty (60) days from the date of termination of the Data Use Agreement.

A.12.5 Liability, governing law and jurisdiction

Clause A.9.1 and A.9.2 apply *mutatis mutandis* to the liability of KRONE and the Customer or user under this Data Use Agreement.

The law applicable to the Data Use Agreement is governed by Clause A.17.4.

The place of jurisdiction is determined in accordance with Clause A.17.3.

A.13. Confidential information; Reverse Engineering

A.13.1 Confidential information

"Confidential Information" means all information made available – in whatever form (written, oral, electronic, etc.) – by us to or learned about us by the Customer in the course of the business relationship with KRONE, which is not publicly known or publicly available and not easily retrievable. This includes in particular technical and commercial know-how as well as work results achieved in connection therewith, insofar as these are marked as confidential or their confidentiality is obvious from the circumstances of the disclosure or the nature of the information.

Information shall not be deemed to be Confidential Information in this sense if (i) the Customer developed it itself and independently of receiving Confidential Information from us, (ii) it was public knowledge at the time of its disclosure or later becomes public knowledge through no fault of the Customer, (iii) it was already known to the Customer or later becomes known without any breach of law recognisable to the Customer, (iv) there is a statutory or official or court-ordered duty to disclose it; in the case of (iv) you are obliged to inform us without undue delay of the relevant disclosure order, provided that this does not violate any laws.

A.13.2 Confidentiality of Confidential Information

You are obliged to treat all Confidential Information as confidential, to not make it accessible to unauthorised persons and to not use it for purposes that go beyond the specific contractual purpose of Performance Contracts concluded with us or our business relationship. Insofar as it is necessary to pass on Confidential Information directly or indirectly to employees or other persons engaged by you or to disclose it to such persons, confidentiality obligations shall be imposed on such persons to the extent permitted by law and shall correspond to those in these VLB. The obligation of confidentiality and limited use shall not affect mandatory disclosure rights under applicable law (e.g. under Section 5 of the German Act for the Protection of Trade Secrets ("**GeschGehG**")).

Confidential Information may not be used by you to register own proprietary rights (e.g. patents or designs) or those of third parties without our prior express consent. We reserve all rights to the Confidential Information, in particular property rights, copyrights and any licensing rights. All documents submitted regarding KRONE-Offers shall be returned to KRONE-Offers upon our request and in any case if no Performance Contract is concluded.

A.13.3 Reverse Engineering

Product samples, prototypes etc. handed over by us may not be analysed, decompiled, modified or disassembled ("**Reverse Engineering**") with regard to their composition or structure by the Customer itself or by third parties, unless otherwise agreed.

A.13.4 Protection of information according to statutory provisions

The contractually agreed protection of Confidential Information pursuant to this Clause A.12 as well as within the scope of Performance Contracts is independent of and in addition to the applicable statutory provisions on the protection of information (e.g. pursuant to the GeschGehG).

A.14. Export and sanctions control

A.14.1 Rules to be complied with

Insofar as this is relevant for deliveries and services pursuant to a Performance Contract, applicable foreign trade regulations as well as money laundering, export control, embargo and sanctions regulations and laws must be

complied with (hereinafter also: "**Export Rules**"). This applies in particular to the following legal provisions, as amended at the time of delivery or performance within their respective scope of application:

- Regulation (EU) 2021/821 (EU Dual-Use Regulation) and its Annexes;
- the Foreign Trade and Payments Act (*Außenwirtschaftsgesetz*, AWG), the Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*, AWV) and its Annex (Part I Section A and B of the German Export List);
- restrictions resulting from export laws and regulations applicable to the USA (e.g. ITAR, EAR and OFAC sanctions regulations).

A.14.2 Duties of the Customer

Prior to exporting the goods and products supplied by us directly or indirectly, the Customer is required to carry out all necessary checks (sanctions lists, end-use, embargo provisions, etc.) to ensure compliance with the applicable Export Rules and, if necessary, to obtain the relevant approvals from the competent authorities at its own expense. To the extent necessary, KRONE shall cooperate to a reasonable extent in obtaining the relevant approvals.

Furthermore, the Customer is also obliged not to sell, export, re-export, deliver, pass on or otherwise make available goods and products supplied by us directly or indirectly, directly or indirectly to persons, companies, institutions, organisations or countries if this violates any Export Rules. When executing the contract, the Customer must in particular check whether the names of its customers, business partners and their employees are identical to those of the natural or legal persons, groups or organisations named in the current sanctions lists. In the event of an identity of name, the Customer shall refrain from conducting business with these persons, groups or organisations if a violation of the Export Rules cannot be ruled out.

The Customer is further obliged to provide us, at our request, with the necessary information on the end use of the goods and products to be delivered by us, in particular to issue so-called end-use documents and to send them to us in the original, so that we can check the end use and the intended purpose and document these to the competent export control authority.

A.14.3 KRONE's right of rescission

We are entitled to rescind a Performance Contract or individual delivery or service obligations in accordance with statutory provisions or to terminate an existing continuing obligation extraordinarily for good cause if and to the extent this is necessary for KRONE to comply with Export Rules. In the event of a rescission or termination, any deliveries and services provided at Customer's request up to that time shall be paid for on a pro rata basis.

A.15. Code of Conduct and ethical standards

It is KRONE's corporate self-image and thus also expected by all Customers and other business partners that all applicable laws and business ethics standards customary in the industry are complied with in respect to the existing business relationship. For this reason, the KRONE Compliance Programme has been established for the companies of the KRONE-Group and a Code of Conduct has been issued. The Code of Conduct is available on request and can be downloaded from our website (www.krone-trailer.com).

We expect our Customers to share these corporate ethics. The fundamental requirements in connection with our own business activities include:

- Not to commit any criminal offences or serious administrative offences, in particular bribery or corruption offences;
- not to have any direct or indirect business or other connections with terrorists, terrorist organizations, or other criminal or anti-constitutional organisations;
- comply with general human rights standards, environmental protection and occupational health and safety rules.

Failure to consistently comply with these principles is taken extremely seriously and may entitle KRONE to terminate the business relationship. We also expect our Customers to report any doubts regarding the ethical conduct in a particular matter, as well as concerns or potential violations of our compliance principles, through our whistle blower system (see <https://krone-group.com/compliance/>).

A.16. Assignment

A.16.1 Assignment of our rights and obligations

We are entitled to transfer our rights and obligations as well as claims arising from delivery and Performance Contracts in whole or in part to third parties in accordance with the statutory provisions, in particular by assignment or changes in the shareholder structure. We will ensure that the transfer does not affect your rights under Performance Contracts.

A.16.2 Assignment of your receivables

Claims arising from or in connection with Performance Contracts or these VLB to which you are entitled against us may only be assigned to third parties with our prior consent; such consent may not be unreasonably withheld by us. This shall not apply if the claim is a monetary claim and the legal transaction which gave rise to the claim is a commercial transaction for both parties or the debtor is a legal entity under public law or a special fund under public law. Furthermore, any transfer of claims in accordance with statutory provisions shall remain unaffected by this.

A.17. Final provisions

A.17.1 Enforceability

Obligations set out in these VLB and/or contained in Performance Contracts shall remain effective and enforceable for us even if we partially and/or temporarily do not insist on their enforcement.

A.17.2 Dealing with disagreements

We want you to be satisfied with us. If there are any disagreements, please let us talk about them. While we are negotiating our differences of opinion, the limitation period for any claims is of course suspended. If it should nevertheless not be possible to reach an agreement, you have the right to take legal action.

A.17.3 Place of jurisdiction

Insofar as you are a merchant, a legal entity under public law or a special fund under public law, Werlte (Germany) is agreed as the exclusive place of jurisdiction for any actions (including counterclaims) and judicial measures, irrespective of the legal grounds (including those concerning their validity), arising from or in connection with these VLB or Performance Contracts. Mandatory places of jurisdiction contrary to this provision (e.g. for foreign Customers) shall remain unaffected. However, we are also entitled, but not obliged, to bring an action before the court which has jurisdiction at your place of business.

If the Customer has its registered seat or relevant office outside the European Union and the European Economic Area, we shall also be entitled, at our discretion to be exercised prior to legal proceedings, to have all disputes arising out of or in connection with Performance Contracts or these VLB or concerning their validity finally settled by arbitration without recourse to the ordinary courts of law. The Arbitration Rules of the German Institution of Arbitration (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. - DIS*) shall apply. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Münster, Germany. The arbitration proceedings shall be held in German, unless the Customer requires English as the language of the proceedings.

A.17.4 Applicable law

These VLB and all Performance Contracts shall be governed by German law, excluding its conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). Insofar as foreign Customers have mandatory national legal provisions that conflict with this choice of law, these shall remain unaffected in their scope of application.

A.17.5 Contract language

The contractual language of these VLB and of any Performance Contracts concluded shall be German, unless otherwise agreed. The German version shall be the authoritative version for interpretation in the event that other language versions of these VLB are provided. Other language versions are merely provided as translations for convenience.

A.17.6 Severability Clause

If any provision in these VLB or in a Performance Contract is or becomes invalid, this shall not affect the validity of the remaining provisions.

PART B - SPECIAL PROVISIONS FOR NEW DELIVERY TRANSACTIONS

B.1. Explanation and contact

B.1.1 Conclusion and execution of New Delivery Transactions

This Part B shall apply to the sale and delivery of factory-new commercial vehicles and, where applicable, commercial vehicles manufactured or modified in accordance with specific Customer requirements, as well as trailers, semi-trailers, bodies, chassis, freight boxes, swap systems, trailer axles and other components for commercial vehicles (hereinafter also referred to collectively as "**New Products**") which are delivered by KRONE Fahrzeugwerk to the Customer (hereinafter also referred to collectively as "**New Delivery Transactions**"; New Delivery Transactions are Performance Contracts pursuant to Clause A.4.4). An overview of the New Products currently offered by us can be found, for example, on our website (www.krone-trailer.com).

B.1.2 Contact

Our sales team is always available to answer any questions you may have in connection with New Products and New Delivery Transactions. You can find the right contact person for your region or your request using the search function on our website (www.krone-trailer.com).

B.2. Conclusion of New Delivery Transactions

B.2.1 Offer preparation upon request

If you are interested in a New Product, please contact us (see Clause B.1.2) and let us know your wishes and requirements. As soon as all relevant information is available and has been checked technically, commercially and legally by our responsible specialist departments, we will prepare an individual, still non-binding offer for you.

In the context of a New Delivery Transaction it is possible to conclude further Performance Contracts (e.g., Telematics Contracts according to Part E or Service Contracts according to Part F). We would be pleased to provide you with corresponding offers for these as well.

B.2.2 Order placement and confirmation by KRONE Fahrzeugwerk

If you place a binding order with us on the basis of a prepared offer, we will carry out all further checks necessary prior to the conclusion of the contract. In particular, our general conditions of acceptance for the conclusion of Performance Contracts apply (see Clause A.4.3). We also reserve the right to make acceptance dependent on an appropriate down payment.

After successful completion of these checks, we will send you an order confirmation by which we accept your order and whereby the Performance Contract for the New Delivery Transaction with KRONE Fahrzeugwerk is concluded.

B.2.3 Change request or Cancellation by the Customer

If changes are to be made to the requirements of the New Product to be delivered, you must inform us in writing thereof. Depending on the costs incurred herewith, we will submit a changed offer to you.

If you wish to cancel a New Delivery Transaction concluded with us prior to the provision of the New Product outside of the statutory rescission requirements (hereinafter: "**Cancellation**"), you must inform us in writing thereof. Depending on the expenses incurred for the New Delivery Transaction to be cancelled, we will make you an offer for a mutually agreed cancellation of the contract, charging a reasonable cancellation fee (but at least 15% of the price).

B.2.4 Price adjustments

All prices stated in our offers have been calculated on the basis of the purchase, material, and raw material prices applicable at the time of the preparation of the offer. These are therefore part of the basis of the business [*Geschäftsgrundlage*]. As a result of unforeseeable events (for example, pandemics, embargoes, environmental catastrophes, etc.), it cannot be ruled out that the basis of calculation will change significantly by the time of delivery due to raw material or material bottlenecks (in particular for raw steel, aluminium, wood, chemical products, etc.) and/or special price dynamics. If our costs increase, if applicable, after offsets against other increasing or decreasing cost factors, which we provide evidence for upon request, these changes shall be taken into account in the pricing by way of a fair partnership-based compensation. We therefore have the right to demand from the Customer to renegotiate the prices in good faith within a reasonable period of time, taking due account of the interests of both parties. If these negotiations fail, we shall be entitled, in accordance with the statutory rules on the determination of performance by the creditor (Sections 315, 316 BGB), to determine a price that reflects the changes, the adequacy of which is subject to judicial review. The rights of the parties in the event of Force Majeure as set out in Clause A.10. shall remain unaffected.

B.2.5 *The Customer's duty to cooperate*

The Customer shall promote or enable the New Delivery Transaction by appropriate cooperation. In particular, he shall provide the information and data required for this purpose.

B.3. Delivery, transfer of risk and ownership, non-acceptance

B.3.1 *Provision and acceptance*

Deliveries of New Products shall be made ex works ("EXW" according to Incoterms® 2020). After completion of production or assembly, the New Product shall be made available for collection by the Customer at the relevant KRONE location, unless otherwise agreed. The Customer will be informed about the provision without undue delay.

The Customer is obliged to accept the New Product without undue delay from the date of its provision. He is also obliged to pay the price agreed within the scope of the New Delivery Transaction in accordance with the provisions of Clause B.4.

B.3.2 *Transfer of risk, benefits and burdens*

With the provision of the New Product, the risk passes to the Customer (cf. Clause A.5.1). The Customer then also bears all benefits and burdens and becomes the registered keeper of the New Product, insofar as a registered keeper status can be justified for it. If official registration, approval or notification is required prior to use, this is the responsibility of the Customer.

B.3.3 *Retention of title*

The delivery of New Products is subject to retention of title (cf. Clause A.7.). If a Registration Certificate Part II [Zulassungsbescheinigung Teil II] is available for the New Product, it shall be kept by the seller until the transfer of ownership. If the Customer requires the Registration Certificate Part II prior to the transfer of ownership in order to obtain official approvals or for other justified reasons, we shall submit or send this to the authorities at the Customer's request. If the Registration Certificate Part II is handed over to the Customer by a third party prior to the transfer of ownership, the Customer shall be obliged to surrender it to KRONE without undue delay.

B.3.4 *Rescission and non-acceptance compensation*

In the event of non-acceptance of the New Product by the Customer in breach of duty (cf. Clause B.3.1), we may exercise our statutory rights, e.g. rescind the Performance Contract after setting a reasonable grace period, claim compensation for additional expenses (cf. Clause A.5.3), and/or claim damages. If we claim damages from the Customer, these shall amount to 15% of the agreed net price. We shall be entitled to prove higher damages. The Customer is entitled to prove that significantly less damage has been incurred, which must be done at the Customer's own expense and within one month of receipt of our claim for damages by the Customer; if the amount of damages claimed by us is not mutually agreed to be reduced accordingly, the Customer has the right, in accordance with Section 343 BGB, to have a reasonable amount determined by court ruling upon request.

B.4. Invoicing after completion and payment

After completion of the production or assembly of the New Product, the price agreed in the context of the New Delivery Transaction (less any Used Vehicles given in payment, if applicable) will be invoiced to the Customer and shall be due for payment. In the event of default, the provisions of Clause A.6. apply.

B.5. Warranty for New Delivery Transactions

B.5.1 *Customer's obligation to examine and give notice of defects; exclusion of warranty*

Any warranty rights of the Customer presuppose that the Customer has complied with its statutory obligations to inspect the goods and give notice of defects (Sections 377, 381 HGB). If the Customer fails to properly inspect the goods and/or give notice of defects, its warranty rights for any defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.

B.5.2 *Warranty rights of the Customer*

The sole and final basis of our liability for defects are the agreed subjective requirements for the New Product, in particular the agreed quality and its suitability for the use stipulated in the contract. The agreed quality includes all agreed specific Customer requirements (e.g. labelling) as well as the product descriptions and manufacturer's specifications which are the subject of the individual New Delivery Transaction or which were publicly announced by us (in particular in catalogues or on our websites) at the time the contract was concluded. These subjective requirements are enumerative.

If the delivered New Product is defective, we may initially choose to either provide subsequent performance by remedying the defect (rectification) or to deliver a defect-free item (replacement). Our right to refuse subsequent performance under the statutory conditions remains unaffected.

We are entitled to make the owed subsequent performance dependent on the Customer paying the agreed and due price. However, the Customer is entitled to retain a part of the price that is reasonable in relation to the defect.

The Customer must give us the time and opportunity necessary for the subsequent performance owed, in particular to make the rejected New Product available to us for testing purposes. In the event of a replacement delivery, the Customer must return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or its re-installation if we were not originally obliged to install it.

The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as, if applicable, disassembly and installation costs shall be borne or reimbursed by us in accordance with the statutory provisions if a defect actually exists. Otherwise, we may demand reimbursement from the Customer of the costs (in particular inspection and transport costs) incurred as a result of the unjustified request for rectification of the defect, unless the non-defectiveness was not recognisable to the Customer.

If the supplementary performance has failed or a reasonable deadline to be set by the Customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer may rescind the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no rescission right.

B.5.3 Limitation of the Customer's warranty claims

Notwithstanding Section 438 paragraph 1 no. 3 BGB, the general limitation period for claims under sales law based on material and legal defects is one year from delivery or one year after notification of readiness for dispatch if the Customer has to collect the delivery item. This shall also apply to the Customer's contractual and non-contractual claims for damages based on such a defect of the goods.

The above restrictions shall not affect the special statutory provisions for third-party claims for restitution *in rem* (Section 438 paragraph 1 no. 1 BGB), for buildings and building materials (Section 438 paragraph 1 no. 2 BGB), in the event of fraudulent intent of the seller (Section 438 paragraph 3 BGB), for recourse claims of the supplier recourse in the event of final delivery to a consumer (Sections 445a, 445b, 478 BGB). Furthermore, they do not apply to our liability for damages and reimbursement of expenses in accordance with Clause A.9.1.

B.6. Use of Telematics Data from new products

Insofar as New Products are technically capable of generating, recording, and, if necessary, transmitting Telematics Data via an existing Telematics Unit (see Clause E.2), the handling of and authorizations for such Telematics Data in the relationship between the Customer and KRONE shall be governed primarily by the agreements made in the respective Telematics Contract and the provisions of Part E, in particular regarding the use of Telematics Data by KRONE for its own purposes (see Clause E.7.3), and otherwise by the applicable statutory provisions.

Our responsibility remains unaffected by your responsibility under the applicable legal provisions, in particular towards any other users of New Products (e.g., your customers) or persons affected by data processing. In this context, please refer to the information provided to you in accordance with Regulation (EU) 2023/2854 (Data Act) and our information on data protection (see Clause A.11).

B.7. Supplementary application of the General Provisions from Part A

Unless otherwise provided for in this Part B, please refer to the General Provisions under Part A of these VLB.

PART C - SPECIAL PROVISIONS FOR USED VEHICLE TRANSACTIONS

C.1. Explanation and contact

C.1.1 Conclusion and execution of transactions regarding Used Vehicles

This Part C applies to transactions regarding used commercial vehicles and semi-trailers, trailers, container chassis, swap bodies for commercial vehicles or other objects (hereinafter collectively referred to as: "**Used Vehicles**") sold and delivered (hereinafter referred to as: "**Used Vehicle Sales**") or rented (hereinafter referred to as: "**Used Vehicle Rentals**") by KRONE Used to the Customer (modified, if necessary, in accordance with specific Customer requirements). Only Used Vehicle Sales and Used Vehicle Rentals are Performance Contracts pursuant to Clause A.4.4; used vehicle purchases by KRONE Used from Customers are not Performance Contracts and these VLB do not apply to them.

An overview of the Used Vehicles currently offered by KRONE Used can be found, for example, on our website www.krone-used.com. Please note that Used Vehicles from companies other than the KRONE-Group may be offered there as well.

C.1.2 Contact

Our Used Team is always available to answer any questions you may have in connection with Used Vehicles and Used Vehicle transactions. You can find the right contact person for your region or your request on our website (www.krone-used.com).

C.2. Conclusion of Performance Contracts for transactions involving Used Vehicles

C.2.1 Ordering process

If you are interested in a Used Vehicle purchase or a Used Vehicle Rental, please contact us (see Clause C.1.2) and let us know your wishes and requirements. As soon as all relevant information is available and has been checked technically, commercially and legally by our responsible specialist departments, we will prepare an individual, non-binding offer for you.

In connection with a Used Vehicle transaction, it is also possible to conclude additional Performance Contracts (e.g., Telematics Contracts in accordance with Part E or Service Agreements in accordance with Part F). We would be pleased to provide you with corresponding offers.

C.2.2 Order placement and confirmation by KRONE Used

If you place a binding order with us on the basis of a prepared offer, we will carry out all further checks necessary prior to the conclusion of the contract. In particular, our General Terms and Conditions of Acceptance for the conclusion of Performance Contracts apply (see Clause A.4.3). We also reserve the right to make acceptance dependent on an appropriate down payment.

Once these checks have been successfully completed, we will send you an order confirmation or the relevant contract documents, whereby the Performance Contract for the Used Vehicle transaction with KRONE Used is concluded.

C.2.3 Change request or cancellation by the Customer

Clause B.2.3 shall apply accordingly to any amendment or cancellation of a transaction concluded for Used Vehicles.

C.2.4 Price adjustments

Clause B.2.4 applies accordingly to price adjustments for transactions involving Used Vehicles.

C.2.5 Obligations of the Customer to cooperate

The Customer must promote or enable the transaction regarding Used Vehicles through appropriate cooperation. In particular, it shall provide the information and data required for this purpose.

C.3. Processing of Used Vehicle Sales

C.3.1 Provision and acceptance

Deliveries in the event of Used Vehicle Sales shall be made ex works ("EXW" according to Incoterms® 2020). As soon as the Used Vehicle is available, it will be made available for collection by the Customer at the relevant KRONE location, unless otherwise agreed. The Customer will be informed about the availability without undue delay.

The Customer is obliged to accept the Used Vehicle without undue delay from the day it is made available. He is also obliged to pay the price agreed in the context of the sale of the Used Vehicle in accordance with Clause C.3.4.

C.3.2 *Transfer of risk*

For the transfer of risk in the case of Used Vehicle Sales, the provisions under Clause B.3.2 apply accordingly.

C.3.3 *Retention of title*

The delivery of Used Vehicles is subject to retention of title (cf. Clause A.7). If a Registration Certificate Part II is available for the Used Vehicle, the rules under Clause B.3.3 apply accordingly.

C.3.4 *Invoicing and payment*

After the Used Vehicle has been made available, the Customer will be invoiced for the price agreed in the context of the sale of the Used Vehicle (less any Used Vehicles given in payment) and is to be paid immediately upon collection (cash transaction). For the occurrence of default, the provisions of Clause A.6. apply.

C.3.5 *Consequences of non-acceptance*

In the event of non-acceptance of the Used Vehicle by the Customer in breach of duty (cf. Clause C.3.1), we may make use of our statutory rights, e.g. rescind the Performance Contract after setting a reasonable grace period, claim compensation for additional expenses (cf. Clause A.5.3), and/or claim damages.

C.4. *Warranty for Used Vehicle Sales*

C.4.1 *Obligation to examine and to give notice of defects*

Any warranty rights of the Customer in the case of Used Vehicle Sales presuppose that the Customer has complied with its statutory obligations to inspect the goods and give notice of defects (Sections 377, 381 HGB). If the Customer fails to carry out the proper inspection and/or give notice of defects, his warranty rights for any defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.

C.4.2 *Warranty rights of the Customer*

The sole and final basis of our liability for defects are the agreed subjective requirements for the Used Vehicle, in particular the agreed quality and its suitability for the use stipulated in the contract. The agreed quality includes all agreed specific Customer requirements (e.g. labelling) as well as the product descriptions and manufacturer's specifications that are the subject of the individual transaction or were publicly announced by us (in particular in catalogues or on our websites) at the time the contract was concluded. These subjective requirements are enumerative. When determining the contractual quality, it must be taken into account that the goods are used goods.

In the case of Used Vehicle Sales, the Customer's warranty claims against KRONE Used for material and legal defects shall be limited to claims for damages and reimbursement of expenses due to defects, but only in accordance with Clause A.9.1. The Customer shall not be entitled to any further warranty claims, in particular claims irrespective of fault. This exclusion of warranty does not apply to warranty claims under contracts for work and services, insofar as we provide works and services (e.g. conversions).

C.5. *Used Vehicle Rentals*

C.5.1 *Handover*

In the case of Used Vehicle Rentals, the item will be made available by us at the relevant KRONE location as agreed. The Customer is obliged to take over the rented item at the agreed time at the handover location.

C.5.2 *Rental Contract*

Details of the rent price, rental period, payment of costs, method of provision and return, maintenance work, duties of care, insurance, rights of termination, warranty rights, payment modalities and billing intervals are regulated in the Performance Contract on Used Vehicle Rental (Rental Contract).

C.6. *Use of Telematics Data of Used Vehicles*

Clause B.6 applies accordingly to the use of Telematics Data that originate from a Used Vehicle.

C.7. *Supplementary application of the General Provisions from Part A*

Unless otherwise provided for in this Part C, please refer to the General Provisions under Part A of these VLB.

PART D - SPECIAL PROVISIONS FOR SPARE PARTS TRANSACTIONS

D.1. Explanation and contact

D.1.1 Conclusion and execution of Spare Part Transactions

This Part D applies to the sale and supply of spare parts and accessories for commercial vehicles (hereinafter jointly also referred to as: "**Spare Parts**") offered by KRONE Fahrzeugwerk, in particular via our online Spare Parts shop "Spare Parts Shop" (hereinafter: "**Spare Parts Shop**"), or requested by the Customer (hereinafter jointly also referred to as: "**Spare Part Transactions**"; Spare Part Transactions are Performance Contracts pursuant to Clause A.4.4). The "Spare Parts Shop" is accessible through our website www.krone-trailerparts.com.

D.1.2 Contact

Our Spare Parts Team is always available to answer any questions you may have in connection with Spare Part Transactions. You can find the right contact person for your region or your request on our website (www.krone-trailerparts.com).

D.2. Conclusion of Performance Contracts for Spare Part Transactions

D.2.1 Ordering process

If you are interested in Spare Parts, please contact us (see Clause D.1.2). As soon as all relevant information is available and has been checked technically, commercially and legally by our responsible specialist departments, we will prepare an individual, non-binding offer for you.

You can also order Spare Parts electronically via the Spare Parts Shop. To do this, you must register as an online Customer and conclude the necessary access data agreement with KRONE. The online ordering process is explained in more detail in the access data agreement. After your registration, we will send you your access data and you will be able to see further information on the Spare Parts offered (e.g. prices).

D.2.2 Inspection and acceptance by KRONE

If you place a binding order based on a prepared offer or via the Spare Parts Shop, we will carry out all further checks necessary prior to the conclusion of the contract. In particular, our general conditions of acceptance for the conclusion of Performance Contracts apply (see Clause A.4.3).

After successful completion of these checks, we will send you an order confirmation or the relevant contract documents, whereby the Performance Contract for the Spare Parts business with KRONE Fahrzeugwerk is concluded.

D.2.3 Change request or cancellation by the Customer

Clause B.2.3 shall apply accordingly to an amendment or cancellation of a concluded Spare Part Transaction.

D.2.4 Price adjustments

Clause B.2.4 shall apply accordingly to price adjustments for Spare Part Transactions.

D.2.5 Obligations of the Customer to cooperate

The Customer shall promote or enable the Spare Part Transaction through appropriate cooperation. In particular, he shall provide the information and data required for this purpose.

D.3. Delivery, transport, transfer of risk and ownership in Spare Part Transactions

D.3.1 Delivery and transport

In the case of Spare Part Transactions, deliveries shall be made as a sale by delivery to a place other than the place of performance at the Customer's expense (cf. Clause A.4.7), unless otherwise agreed with the Customer. We offer the following delivery options: overnight delivery, parcel service, courier service, and general cargo forwarding.

If a collection of the item has been agreed with the Customer, the Customer shall be informed without undue delay about the provision of the Spare Part at the relevant KRONE location. The Customer is obliged to accept ordered Spare Parts without undue delay from the date of their provision. He is also obliged to pay the price agreed within the framework of the Spare Part Transaction in accordance with Clause D.3.4.

D.3.2 Transfer of risk

Clause A.5.1 applies to the passing of risk in the case of Spare Part Transactions.

D.3.3 Retention of title

The delivery of Spare Parts is subject to retention of title (cf. Clause A.7.).

D.3.4 Invoicing and payment

After the provision or dispatch of the ordered Spare Parts, the Customer will be invoiced for the price agreed within the framework of the Spare Part Transaction in accordance with the agreed payment option (e.g. advance payment, direct debit, credit, payment service provider). In the event of default, the provisions of Clause A.6. apply.

D.3.5 Consequences of non-acceptance

In the event of non-acceptance of the ordered Spare Parts by the Customer in breach of duty (cf. Clause D.3.1), we may exercise our statutory rights, e.g. rescind the Performance Contract after setting a reasonable grace period, claim compensation for additional expenses (cf. Clause A.5.3), and/or claim damages.

D.4. Warranty for Spare Part Transactions

D.4.1 Obligation to examine and to give notice of defects

Any warranty rights of the Customer in the case of Spare Part Transactions presuppose that the Customer has complied with its statutory obligations to inspect the goods and give notice of defects (Sections 377, 381 HGB). If the Customer fails to properly inspect the goods and/or give notice of defects, its warranty rights for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.

D.4.2 Warranty rights of the Customer

The sole and final basis of our liability for defects are the agreed subjective requirements for the Spare Part, in particular the agreed quality and its suitability for the use stipulated in the contract. The agreed quality includes all agreed specific Customer requirements (e.g. labelling) as well as the product descriptions and manufacturer's specifications which are the subject of the individual Spare Part Transaction or which were publicly announced by us (in particular in catalogues or on our websites) at the time the contract was concluded. These subjective requirements are enumerative.

If the delivered Spare Part is defective, we may initially choose to either provide subsequent performance by remedying the defect (rectification) or to deliver a defect-free item (replacement). Our right to refuse subsequent performance under the statutory conditions remains unaffected.

We are entitled to make the owed subsequent performance dependent upon the Customer paying the agreed and due price. However, the Customer is entitled to retain a part of the price that is reasonable in relation to the defect.

The Customer must give us the time and opportunity necessary for the subsequent performance owed, in particular to make the rejected Spare Part available for inspection purposes. In the event of a replacement delivery, the Customer must return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the disassembly of the defective item or its re-installation if we were not originally obliged to install it.

The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as, if applicable, disassembly and installation costs shall be borne or reimbursed by us in accordance with the statutory provisions if a defect actually exists. Otherwise, we may demand reimbursement from the Customer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the non-defectiveness was not recognisable to the Customer.

If the supplementary performance has failed or if a reasonable deadline to be set by the Customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer may rescind the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no rescission right.

D.4.3 Limitation of warranty claims of the Customer

Clause B.5.3 shall apply accordingly to the limitation of warranty claims of the Customer in the case of Spare Part Transactions.

D.5. Supplementary application of the General Provisions from Part A

Unless otherwise provided for in this Part D, please refer to the General Provisions under Part A of these VLB.

PART E - SPECIAL PROVISIONS FOR TELEMATICS CONTRACTS

E.1. Explanation and contact

E.1.1 Transactions for the provision of telematics services

This Part E relates to the conclusion of contracts for the provision of services and other activities in connection with the generation, processing, and provision of Telematics Data and Telematics Functions (hereinafter collectively referred to as "**Telematics Services**"; see Clause E.6.1), which are offered and provided by KRONE Fahrzeugwerk (hereinafter referred to as "**Telematics Contracts**"; Telematics Contracts are Performance Contracts in accordance with Clause A.4.4).

The use of Telematics Services is available for trailers, semi-trailers, superstructures, swap bodies, and other machines used by you (hereinafter collectively referred to as "**Assets**") that were manufactured either by KRONE ("**Own Products**") or by other manufacturers or third parties ("**Third-party Products**") and that have the necessary telematics technology (see Clause E.2.2 **Fehler! Verweisquelle konnte nicht gefunden werden.**). Telematics Services are provided in particular via websites and mobile applications set up by the KRONE-Group (hereinafter collectively referred to as "**Telematics Portals**"; see Clause E.3).

E.1.2 Contact

Our Telematics team is available to answer any questions you may have in connection with Telematics Services and Telematics Contracts (via telematics.nfz@krone.de and via +49 (0) 5951 209-220).

E.2. Telematics Services

E.2.1 Telematics Data and Telematics Functions

"**Telematics Data**" refers to vehicle, driving behavior, and location-related data generated and recorded by KRONE products and Assets (e.g., trailers, swap bodies, or Cool Liners) via sensors or similar technologies. This includes, for example, signals from acceleration sensors, door sensors, control devices, or tire pressure monitoring systems (TPMS), as well as image data recorded by camera systems (e.g., for cargo space monitoring). Telematics Data is generally generated and/or recorded as so-called raw data. Telematics Data is not transferred, stored, or further processed by KRONE without a legal obligation or contractual agreement, usually by concluding a Telematics Contract.

If available for an Asset and technically feasible, Telematics Data can be transmitted via an activated telematics unit (hardware) including a communication system (e.g., the KRONE Smart Collect Box, developed by KRONE and equipped with a multi-network SIM card and a GPS receiver, the "**KSC Box**"). Data transmission is carried out automatically via remote data transmission ("over the air"). We only store, transmit, and process Telematics Data after a Telematics Contract has been concluded (see Clause E.3) and after the telematics unit has been activated. Telematics Data available to us can be provided to the Customer via the Telematics Portals as software-as-a-service in accordance with the state of the art and in accordance with the Telematics Contract.

Depending on the equipment variant, remote control functions may also be available via a telematics unit, or commands may be transmitted to the Asset (collectively: "**Telematics Functions**"). In the case of our own products equipped with a KSC box, this may include, for example, the door locking system or the cooling machine control.

E.2.2 Technical requirements and restrictions

The transmission of Telematics Data from an Asset's telematics unit to KRONE requires a functioning mobile phone connection. The use of Telematics Portals by and the transmission of Telematics Data to the Customer requires a functioning Internet connection, a functional end device, and a functioning interface for data transfer. Telematics Services may therefore be temporarily and/or spatially limited depending on the reception and transmission range and the connection quality.

Depending on the equipment variant of the telematics unit and/or the Asset (especially in the case of third-party products), certain Telematics Services may not be available due to a lack of technical equipment (e.g., 2-way communication).

Telematics Services and related additional services may be restricted due to weather conditions or other physical influences (e.g., moisture condensation on the camera lens when using KRONE Smart Capacity Management; damage to the telematics unit as a result of an accident).

For the effects of force majeure, Clause A.10 applies.

E.2.3 Customer's obligations to cooperate when using Telematics Services

You must inform yourself about the essential functions of the Telematics Services and the functions of the Telematics Portals. Please also refer to the terms of use of the Telematics Portal you are using (see Clause E.3). The Customer bears the risk of economic usability.

The Customer is obliged to keep the necessary sensors and the communication system (e.g., the KSC Box) in the respective Asset in working order and to use them properly (in particular in accordance with the current instructions for use). Technical changes, modifications, or measures that affect the functionality or compatibility of the Asset are prohibited. You are obligated to inform us immediately of any circumstances in which damage or misuse cannot be ruled out (accidents, theft of the Asset or the telematics unit, etc.) and to take appropriate measures to protect the Asset.

The SIM card installed in the communication system (e.g., in the KSC Box) may only be used for Telematics Services. In the event of damage, destruction, or loss of the SIM card, you must inform us immediately. The use of customer-owned SIM cards is not permitted.

Where necessary, you undertake to install updates (e.g., for the KSC) immediately and to cooperate appropriately with KRONE in troubleshooting measures. If your cooperation is not required, you agree that updates (e.g., bug fixes, functional improvements, compatibility adjustments, or the closing of security gaps) may be installed automatically.

You are solely responsible for any necessary data backup. This applies in particular to data that is relevant for compliance with commercial and tax law retention periods.

Insofar as Telematics Services facilitate compliance with your legal or contractual obligations (e.g., determination of load capacity; temperature control in refrigerated vehicles), these are only aids. Their use does not release you from your own checks that are required by contract or law.

The Customer must take appropriate measures (including choosing a sufficiently secure password) to ensure that third parties cannot access Telematics Data or Telematics Portals without authorization and against their will. KRONE must be notified immediately of any loss of user IDs or passwords and any suspicion of misuse thereof. In such cases, KRONE is entitled to block the Customer's access.

Insofar as the Customer is entitled to post or upload their own content (e.g., files, photos) to a Telematics Portal, it is prohibited to post such content (including via hyperlinks) that violates applicable legal regulations (e.g., criminal law). Furthermore, it is prohibited to post content that infringes the rights of third parties, in particular copyrights or trademark rights, or that is misleading. KRONE does not adopt this content as its own and we reserve the right to immediately block or delete illegal content. The Customer hereby grants KRONE, free of charge, a simple right of use, unlimited in terms of content, time, and location, to any content transmitted by the Customer in Telematics Portals for the purpose of intended use within the scope of the respective Telematics Portal and guarantees that they have the necessary rights to do so.

The Customer is not entitled to pass on the telematics unit installed in Assets to third parties, unless this transfer takes place in conjunction with a sale, lease, or other permitted transfer of the Asset in which the telematics unit is installed.

You are obliged to adequately inform your staff or other persons who use Telematics Services and Telematics Portals and their functions at your instigation about the specifications contained in your Telematics Contract, these VLB and the terms of use of the respective Telematics Portal in order to ensure contract-compliant behaviour.

The Customer shall comply with their data protection obligations. When using Smart Capacity Management, the Customer is obligated to indicate the camera installed in the cargo area with visible stickers.

E.2.4 Liability of the Customer

If the Customer fails to fulfil its obligations under Clause E.2.3, it shall be liable in accordance with Clause A.9 for any damages incurred by KRONE as a result thereof.

E.3. Telematics Portals

E.3.1 Explanation

Customers can use the Telematics Portals to access the Telematics Data provided to them for individual Assets and thus manage their vehicle fleet. The Customer also has the option of uploading photos and files. Provided these functions are available and activated for them, the Customer can retrieve automatically generated reports, receive alerts, issue control commands to the commercial vehicle (e.g., temperature control, door locking), and use KRONE Smart Capacity Management and, if applicable, other Telematics Functions.

If available, the Customer can activate, manage, or deactivate a data push connection to an endpoint or recipient or sender selected by the customer via an application programming interface (API). Once the Customer has agreed to activate the API, Telematics Data selected by the Customer can be transmitted or received from this endpoint.

E.3.2 KRONE Telematics Portal

Telematics Services can be used via the digital KRONE Telematics Portal, which we are responsible for and operate, and which can be accessed via all standard Internet browsers at <https://www.krone-telematics-systems.com/> (hereinafter: "**KRONE Telematics Portal**"). To register with and use the KRONE Telematics Portal, you must enter a user name and the corresponding password.

E.3.3 KRONE Telematics App

The KRONE Telematics App is a mobile application software offered by KRONE for smartphones, tablets, and similar devices (hereinafter: "**KRONE Telematics App**"). To use the KRONE Telematics App, you must download it from one of the popular app stores in accordance with the terms and conditions applicable there. The KRONE Telematics App can be downloaded free of charge. To use all functions of the KRONE Telematics App, you must log in by entering the Customer's user name and password. Without logging in, the KRONE Telematics App can only be used in a non-individualized demo version.

The functionalities of the KRONE Telematics app essentially correspond to the functionalities of the KRONE Telematics Portal. However, user administration (e.g., creating users) is not possible, and no other editing functions (e.g., setting up alarms) can be used.

E.3.4 mykrone.blue

As a further alternative, Telematics Services can be used via the digital online customer platform mykrone.blue, which can be accessed via all standard Internet browsers at www.mykrone.blue (hereinafter: "**mykrone.blue**"), and, within mykrone.blue, in particular via the Operations-Center as a central and comprehensive telemetry and data management portal. mykrone.blue is managed and operated by mykrone.blue GmbH, Bernard-Krone-Straße 1, 49757 Werlte, Germany, registered at Osnabrück Local Court, HRB 213797.

The use of mykrone.blue and the functions offered on it is subject to the applicable terms of use of mykrone.blue, which you must accept when creating a portal account for mykrone.blue. To register with and use mykrone.blue, you must enter a user name and the corresponding password.

If you conclude Telematics Contracts in connection with New Delivery Transactions, Used Vehicle Transactions, or other KRONE-Offers described in more detail in this VLB, and the Telematics Services covered by the contract are used (either initially or at a later date) via mykrone.blue, mykrone.blue acts as a vicarious agent for KRONE within the scope of the relevant Telematics Contract. If you conclude Telematics Contracts directly via mykrone.blue, the terms of use of mykrone.blue apply exclusively. We will be happy to assist you if you would like to switch the Telematics Portal to mykrone.blue.

E.4. Conclusion of Performance Contracts on Telematics Services

E.4.1 Service packages and prices

We offer Telematics Services for various Assets in different service packages with varying scopes of services. An up-to-date and comprehensive description of the Telematics Services with all details and prices can be found on the KRONE website, on the Telematics Portals, or can be provided by us upon request.

Telematics Services are usually subject to a fee and are provided for a contractually agreed period. Each service package or Telematics Contract applies exclusively to the Asset(s) specified in the respective Telematics Contract. Transfer of the Telematics Contract or service package to other Assets is excluded. If the Customer wishes to use Telematics Services for additional Assets, a further Telematics Contract is required for these additional Assets.

E.4.2 Order process

You can order Telematics Services for the Asset(s) specified in the order, in particular in connection with the order of a new vehicle (see also Clause B.2.1).

If available, you can also conclude a Telematics Contracts via the E-Solutions Shop in mykrone.blue. In this case, the contract is concluded with mykrone.blue GmbH in accordance with the applicable terms of use and contract conditions of mykrone.blue (see also Clause E.3.4).

E.4.3 Review and acceptance by KRONE

Every order placed by the Customer must be accepted by KRONE (order confirmation), which brings the respective Telematics Contract into effect. In particular, our general acceptance conditions apply to the conclusion of Performance Contracts (see Clause A.4.3). Once these checks have been successfully completed, we will send you an order confirmation or the relevant contract documents, thereby concluding the Performance Contract for the Telematics Services for the specified Asset. The order confirmation shall be deemed to have been made at the latest when we have set up user access to a Telematics Portal for the Customer.

After the Telematics Contract has been concluded, a user account for the Telematics Portal used by the Customer will be created and the Customer will be notified of their user name and password, which they can then change at any time in the Telematics Portal, via the email address they have provided.

E.5. Term and termination

E.5.1 Term and termination options

Unless otherwise agreed in the Telematics Contract, the term of each Telematics Contract is generally twenty-four (24) months, beginning on the date of conclusion of the Telematics Contract in accordance with Clause E.4.3. During this term, the right to ordinary termination is excluded for both parties.

Telematics Contracts that were concluded by including a one-time payment in the purchase price of an Asset expire at the end of the twenty-four-month term without the need for termination. All other Telematics Contracts shall be extended for a further three (3) months at the end of the twenty-four-month term and at the end of each subsequent extension period, unless they are terminated by either party with thirty (30) days' notice before the end of the respective contract term. The maximum contract term is sixty (60) months; there will be no further extension after the maximum contract term has expired; the option of concluding a new Telematics Contract thereafter remains unaffected.

The right of both parties to terminate the Telematics Contract for good cause in accordance with the statutory provisions remains unaffected and exists at any time. For KRONE, good cause shall be deemed to exist in particular if the Customer (i) is in arrears with the payment of two monthly Usage Fees; (ii) violates its obligations to cooperate in accordance with Clause E.2.3 and does not remedy this immediately despite a corresponding request, whereby a corresponding request is not required if the violation is so serious that KRONE cannot reasonably be expected to continue the Telematics Contract; (iii) persistently and/or seriously violates its obligations to cooperate under Clause E.2.3, in particular by passing on data and information to third parties without authorization; (iv) suspends its payments, allows bills of exchange or checks to be protested due to insufficient funds, and/or the Customer's financial circumstances deteriorate significantly; or (v) enforcement proceedings are brought against the Customer's assets and these are not discontinued within one month. In the event of extraordinary termination by KRONE due to culpable conduct on the part of the Customer, KRONE reserves the right to claim damages for lost Usage Fees (discounted).

E.5.2 Form of termination

Any termination of the Telematics Contract must be made in writing.

E.5.3 Consequences of termination

In the event of termination of a Telematics Contract, the Customer is obliged to immediately cease use of the Telematics Services for the Asset in question to the extent of the termination. KRONE reserves the right to technically prevent the retrieval of Telematics Data after termination of the Telematics Contract.

The termination of a Telematics Contract or individual Telematics Services for an Asset (partial termination) does not affect the validity of other Telematics Contracts or the remaining Telematics Contract.

Telematics Services provided by us up to the time of termination shall be remunerated as agreed (if applicable, *pro rata temporis* in the event of termination within a billing interval).

E.6. Service provision; quality; warranty

E.6.1 Subject matter of the service and service provision

KRONE provides the Telematics Services primarily by making data, in particular Telematics Data, available in the Telematics Portals and granting the Customer access to this data, including the necessary rights of use (see Clause E.7). The Customer is permitted to use the Telematics Services and Telematics Portals in their current version; the Customer has no right to claim the creation or maintenance of specific technical specifications, provided that this does not significantly impair the provision of the services owed under the Telematics Contract.

E.6.2 Quality

KRONE owes and warrants the quality of the Telematics Services, Telematics Data, Telematics License, and Telematics Portals offered by KRONE as agreed in the Telematics Contract and the provisions of these VLB, in particular their usability and availability in accordance with the contract and the state of the art. However, KRONE cannot assume any warranty or guarantee, either express or implied, for the completely uninterrupted and trouble-free functioning of the services; this applies in particular if the technical requirements for the provision of services (see Clause E.2.2) are not met. According to the state of the art, errors in software programs cannot be ruled out, so it is not possible to develop data processing programs in such a way that they are error-free for all application conditions and all requirements or that they work error-free with all programs and any third-party hardware.

KRONE is entitled at any time to update the security software used in KRONE's data processing systems or to replace it with adequate alternative software. KRONE is also entitled at any time to carry out maintenance work, updates, and/or work to expand the range of functions on the Telematics Portals. KRONE is obliged to inform the Customer in good time of such activities if they could significantly impair or restrict the Customer's use of the services owed under the Telematics Contract, unless the measures cannot be postponed.

KRONE provides the Telematics Data received via the telematics unit "as is". KRONE accepts no responsibility for its usability for the Customer's purposes.

If the Customer uses KRONE Smart Capacity Management, we would like to point out that KRONE does not check the images and data captured by the camera used for this purpose and transmits them to the Customer unseen. Subject to Clause A.9.1, KRONE is therefore not responsible for any events captured by the camera.

Telematics Data is generally available to the Customer for twenty-four (24) months from the date of its initial storage by KRONE, with the exception of temperature-controlled Telematics Data (temperature recorder, temperature control), which is available for thirty-six (36) months. If the Customer requests the provision of Telematics Data outside the retrieval period specified in the preceding sentence, the data will only be provided in return for a reasonable fee, which KRONE will communicate upon request.

E.6.3 Reporting and handling of Malfunctions; warranty

If the Customer discovers a breach of contract, a malfunction, or a defect in the Telematics Services (hereinafter: "**Malfunctions**"), they must notify KRONE immediately in German or English by telephone or email (e.g., to telematics.nfz@krone.de); KRONE's Customer support is available on weekdays between 8:00 a.m. and 5:00 p.m.

KRONE is obliged to remedy any Malfunctions that are justifiably reported within a reasonable period of time. If KRONE is unable to do so, the Customer is entitled to the rights granted to them by law, unless otherwise specified in the Telematics Contract or these VLB. For clarification: There is particularly no Malfunction if and to the extent that the respective complaint is based on the fact that (i) the Customer has violated its obligations under Clause E.2.3, (ii) the Customer or third parties have made modifications to the telematics unit that have not been expressly approved in writing by KRONE, (iii) the Customer uses their own SIM card in the telematics unit, (iv) the technical requirements for the provision of services (see Clause E.2.2) are not met, or (v) the cause of the Malfunction lies beyond the data transfer point (e.g., in the terminal device used by the Customer or other Customer IT systems).

The Customer must provide KRONE with access to the relevant Assets, telematics units, and/or other relevant systems necessary for the purpose of troubleshooting and must provide all other necessary cooperation.

E.7. Legal ownership; rights of use and licenses

E.7.1 Legal ownership

In relation to the Customer, KRONE is and remains the unrestricted owner of all intellectual property rights (e.g., copyrights and trademark rights) to the Telematics Services and the Telematics Portals offered by KRONE. Temporary or permanent rights of use are necessary for their legally compliant use. We are entitled to grant you these rights of use as described below.

E.7.2 Telematics License

Upon payment of the Usage Fee (see Clause E.8.1), KRONE grants the Customer a non-exclusive, non-transferable, non-sublicensable right, limited in time to the duration of the Telematics Contract and unlimited in terms of location, to use the Telematics Services and Telematics Portals to be provided under the respective Telematics Contract with the Customer for its own operational purposes and in accordance with the provisions of these VLB (hereinafter: "**Telematics License**").

The Customer does not acquire any other rights and authorizations, either expressly or impliedly, other than those expressly stated in the Telematics Contract and these VLB.

The Customer is not entitled to sell, assign, or otherwise transfer the Telematics License to third parties or make it available to them in any other way without the prior consent of KRONE; excepted from this and permitted is (i) the making use of the Telematics License by third parties who are not granted an independent right of use and who are subject to the Customer's instructions with regard to their use (e.g., employees or other agents of the Customer who use Telematics Services and Telematics Portals and their functions at the Customer's request) and (ii) the transmission of Telematics Data to third parties at the request or with the consent of the Customer.

If the Customer violates any of the above restrictions on use, the Telematics License shall expire immediately and the rights of use granted to the Customer shall automatically revert to KRONE. This also applies to derived rights of use of third parties.

E.7.3 Use of Telematics Data

Clause A.12 applies to KRONE's authorization to use Telematics Data (both individually and in their entirety). In this respect, KRONE is in particular entitled to store, use, reproduce, and pass on all Telematics Data in compliance with the applicable legal provisions for the purpose of economic and technical improvement of the Telematics Services, the Telematics Portals, and the Assets.

E.8. Invoicing and payment

E.8.1 Usage Fee

In return for the provision of Telematics Services and the fulfilment of KRONE's other obligations under the Telematics Contract, the Customer is obliged to pay the price agreed in the respective Telematics Contract for the Telematics Services (hereinafter: "**Usage Fee**"). The amount of the Usage Fee depends on the scope of services you use, in particular on the service package ordered in each case (see Clause E.4.1).

The Usage Fees are always calculated on the basis of the applicable purchase, material, and operating costs (especially for electricity, Internet, and data transmission) at the time the price list is created. This calculation is therefore part of the basis of the business relationship. As a result of unforeseeable events (e.g., pandemics, embargoes, environmental disasters, or acts of war), it cannot be ruled out that the basis for calculation may change significantly during the term of the Telematics Contract due to special price dynamics. If our total costs for the services owed under the Telematics Contract increase by more than 15% for such reasons, possibly offset by other rising or falling cost factors, which we will prove upon request, these changes must be taken into account in the amount of the Usage Fees for the future by way of a fair and equitable compensation agreement. We therefore have the right to demand that you renegotiate the amount of the Usage Fees in good faith within a reasonable period of time, taking into account the interests of both parties. If these negotiations fail, we shall be entitled, in accordance with the statutory rules on the determination of performance by the creditor (Sections 315, 316 BGB), to set a price with reasonable advance notice that reflects the changes and whose appropriateness can be reviewed by a court. KRONE may exercise this right to determine performance at the earliest twelve (12) months after the conclusion of the Telematics Contract. For clarification: This does not affect our right to adjust Usage Fees for Telematics Contracts to be concluded in the future or the possibility of offering you a contract amendment for other reasons.

E.8.2 Due date and terms of payment

The Usage Fee is payable per Asset and becomes due upon the initial provision of Telematics Data via a Telematics Portal. If the initial provision of Telematics Data falls within a current month, the Usage Fee will only be charged on a pro rata basis. All other Usage Fees are payable in advance and, depending on the agreement, are due at the beginning of each month, every six months, or annually, unless the Usage Fee is payable as a one-time payment for the entire period of use.

Depending on the contractually agreed due date, we will invoice you for the accrued Usage Fees collectively and electronically. The invoice will be sent to you by email or other electronic means. The Usage Fee shall be paid using the payment method selected when the Telematics Contract was concluded (SEPA direct debit, credit card, or invoice, if applicable).

Unless otherwise agreed in the Telematics Contract, Clause A.6.2 shall apply to the payment period.

E.8.3 Sale of Assets

The Customer's obligation to pay the Usage Fees remains unaffected by any sale or other transfer of the Asset in question. In this case, the Customer shall remain liable to KRONE for the fulfilment of the obligations arising from the Telematics Contract and these VLB towards KRONE for as long as the Telematics Contract continues to exist.

E.9. Relationship to special contractual terms and conditions

In the event of any contradictions, the provisions of the Telematics Contract concluded with the Customer shall take precedence over these VLB (see Clauses A.3 and A.9.3). These VLB shall only apply to such matters insofar as no deviating provisions are contained in the Telematics Contracts.

E.10. Supplementary application of the General Provisions from Part A

Unless otherwise provided for in this Part E, please refer to the General Provisions under Part A of these VLB.

PART F - SPECIAL PROVISIONS FOR SERVICE CONTRACTS

F.1. Explanation and contact

F.1.1 Transactions for the provision of maintenance, repair and warranty services

This Part F shall apply to transactions for services provided by KRONE Fahrzeugwerk for commercial vehicles as well as trailers, semi-trailers, bodies, chassis, freight boxes, interchangeable systems, trailer axles and other components of commercial vehicles, in particular in the form of repair management, maintenance, replacement of wearing parts, services in connection with statutory tests and inspections as well as services in connection with additionally granted warranties (hereinafter jointly referred to as: "**Service Contracts**"; Service Contracts are Performance Contracts pursuant to Clause A.4.4).

The Service Contracts include, in particular, transactions concerning the service components offered in connection with KRONE Fair Care (e.g. wear-and-tear repairs for trailers), including extension packages and additional options, which are offered throughout Europe for a period of between 24 and 72 months (hereinafter: "**Fair Care Services**").

The Service Contracts also include transactions for the extension of the manufacturer's warranty of factory-new KRONE commercial vehicles beyond the normal warranty period of 12 months (hereinafter: "**Warranty Extensions**").

F.1.2 Contact

Our sales team is always available to answer any questions you may have in connection with Service Contracts. You can find the right contact person for your region or your request using the search function on our website www.krone-trailer.com.

F.2. Service Contracts for and provision of Fair Care Services

F.2.1 Ordering process

If you are interested in concluding a Service Contract for Fair Care Services, please contact us (see Clause F.1.2) and let us know which service components you are interested in for which contract period. The Fair Care Services are divided into different service packages, which can be combined with extension packages (e.g. tyre management) and/or additional options (e.g. breakdown service). As soon as all relevant information is available and after technical, commercial and legal examination by our responsible specialist departments, we will prepare an individual, still non-binding offer for you.

F.2.2 Order placement and confirmation by KRONE Fahrzeugwerk

If you place a binding order with us for Fair Care Services on the basis of a prepared offer, we will carry out all further checks necessary prior to the conclusion of the contract. In particular, our general conditions of acceptance for the conclusion of Performance Contracts (see Clause A.4.3) apply.

Once these checks have been successfully completed, we will send you an order confirmation or the relevant contract documents, whereby the Performance Contract for the Fair Care Services with KRONE Fahrzeugwerk is concluded.

F.2.3 Change request or cancellation by the Customer

Clause B.2.3 shall apply accordingly to an amendment or cancellation of a concluded Service Contract.

F.2.4 Obligations of the Customer to cooperate

The Customer shall promote or enable the transaction and the provision of Fair Care Services by means of appropriate cooperation. In particular, they shall provide the necessary information and data and, if required, the objects on which Fair Care Services are to be performed.

F.2.5 Precedence of contractual conditions for Fair Care Services

The type and scope of the Fair Care Services and their provision are governed by the General KRONE FAIR CARE Terms and Conditions, which you will receive in connection with the contract offer. There you will find, in particular, provisions regarding prices and charges, on the bearing of additional costs, on termination and warranty rights, on further obligations of the Customer to cooperate, on exclusions of services, on invoicing and payment terms and on KRONE's liability. Insofar as time intervals are agreed for the duration of Fair Care Services, the specified times shall not begin before the first delivery of the Contract Vehicle to the Customer.

The provisions of the concluded Service Contract for Fair Care Services, including the General KRONE FAIR CARE Terms and Conditions, shall take precedence over these VLB in the event of any conflicts (cf. Clause A.3). These VLB shall only apply to those aspects which are not otherwise regulated in the General KRONE FAIR CARE Terms and Conditions.

F.3. Service Contracts for and provision of Warranty Extensions

F.3.1 Ordering process

If you are interested in concluding a Service Contract for a Warranty Extension, please contact us (see Clause F.1.2) and let us know which agreement content you are interested in for which warranty period. Manufacturer's warranties can be extended for up to a maximum of four years against payment of a fee. As soon as all relevant information is available and after technical, commercial and legal examination by our responsible specialist departments, we will prepare an individual, non-binding contract offer for you.

F.3.2 Order placement and confirmation by KRONE Fahrzeugwerk

If you place a binding order with us for a Warranty Extension based on a prepared offer, we will carry out all further checks necessary prior to the conclusion of the contract. In particular, our general conditions of acceptance for the conclusion of Performance Contracts apply (see Clause A.4.3).

After successful completion of these checks, we will send you an order confirmation or the relevant contract documents, whereby the Performance Contract concerning the Warranty Extension is concluded with KRONE Fahrzeugwerk.

F.3.3 Change request or cancellation by the Customer

Clause B.2.3 shall apply accordingly to an amendment or cancellation of a concluded Service Contract.

F.3.4 Obligations of the Customer to cooperate

The Customer shall promote or enable the Warranty Extension transaction by reasonable cooperation. In particular, the Customer shall provide the necessary information and data and, if required, the items to which the Warranty Extension relates.

F.3.5 Precedence of the contractual conditions for Warranty Extensions

The applicable contractual terms and conditions for the Warranty Extension as well as the type and scope of the warranty services can be found in the KRONE General Warranty Terms and Conditions, which you will receive in connection with the contractual offer. There you will find, in particular, rules regarding prices and charges, on the expiry of the warranty, on exclusions of benefits, on further obligations of the Customer to cooperate, on the warranty period and on warranty processing.

The provisions of the concluded Service Contract for a Warranty Extension, including the KRONE General Warranty Terms and Conditions, shall take precedence over these VLB in the event of any conflicts (cf. Clause A.3 as well as A.9.3). These VLB shall only apply to those aspects that are not otherwise regulated in the KRONE General Warranty Terms and Conditions.

F.3.6 Invoicing and payment

The fee payable for Warranty Extensions will be invoiced to the Customer once at the beginning of the extension period in accordance with the agreed payment option (e.g. advance payment, direct debit, credit, payment service provider). In the event of default, the provisions of Clause A.6. apply.

F.4. Supplementary application of the General Provisions from Part A

Unless otherwise provided for in this Part F, please refer to the General Provisions under Part A of these VLB.
