General Terms and Conditions of Sale and Delivery

Version as of: July 2023

These General Terms and Conditions of Sale and Delivery (hereinafter also referred to as: "**Terms**") apply in accordance with Clause A.1 to customers, prospective customers and contractual partners (hereinafter also jointly referred to as: "**Customers**" or "**you**") for business relationships with KRONE Trailer UK Ltd, Carbon Court, Peckfield Business Park Phoenix Avenue, Leeds, Micklefield, United Kingdom, LS25 4DY, T: +44 1132 878817, M: +44 7824 817540, F: +44 1132 878819, <u>fran.pickering@krone-uk.com</u>, <u>www.krone-trailer.com</u> (hereinafter referred to as: "**KRONE**", "**we**" or "**us**").

For purposes of clarity, these Terms have a modular structure. This means that they consist of General Provisions, which apply to all transactions between Customers and KRONE (Part A), and Special Provisions (Parts B to F), which apply to specific transactions between Customers and KRONE. Please take the time to read these Terms carefully. To find the parts that are relevant to you, please refer to the breakdown below:

Part	Designation	This part is	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; confidentiality; export control; compliance; assignment; final provisions (including choice of law and place of venue).
В	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 ; price adjustment; invoicing; warranty
С	Used Vehicle Transactions	relevant if you would like to purchase or rent a Used Vehicle from us.	Definition and arrangement of Used Vehicle Transactions
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; <u>warranty</u>
E	Telematics Contracts	relevant if you want to use telematics services and other digital services offered by us via a telematics box.	Definition and arrangement of Telematics Contracts
F	Service Contracts	relevant if you wish to make use of Fair Care Services, Warranty Extensions or other repair and maintenance services.	Definition and arrangement of Service Contracts

PART A - GENERAL PROVISIONS

A.1. Scope of these Terms

A.1.1 Applicable to Business customers only

These Terms are intended to apply to Customers who are either businesses, or individuals who are acting in the course of their trade, business, craft or profession. These Terms are not intended to apply to individuals who are consumers, namely, individuals who are acting for purposes which are wholly or mainly outside their trade, business, craft or profession.

A.1.2 Substantive scope

These Terms apply to the provision of all goods and services by KRONE (or its affiliates in the KRONE Group of Companies or subcontractors) to Customers, including offers by KRONE to provide goods and services hereinafter referred to as "**KRONE-Offers**"). Moreover, these Terms apply to the offer and sale of factory-new and used purchased goods and related goods and services described below. These Terms shall form part of, and be automatically incorporated into, all contracts, in particular Performance Contracts (see Clause A.4.4) which KRONE enters into with Customers.

A.1.3 Framework agreement

These Terms establish a framework which shall apply to and be automatically incorporated into all future KRONE-Offers, even if their application is not further expressly agreed with the Customer.

A.1.4 Application of these Terms to the exclusion of other terms

These Terms apply to the exclusion of any other terms that the Customer or any third party seeks to impose or incorporate, including any general terms and conditions of the Customer or of third parties (hereinafter: "**GTC**"), or terms which are implied by trade, custom, practice or course of dealing, unless to the extent that they comply with these Terms. Such GTC or other implied terms shall not become part of the contract unless KRONE has expressly agreed in writing to their application in an individual case. KRONE's failure to expressly object to the

applicability of GTC or other terms, or KRONE's provision of goods or services to the Customer without challenge or objection to the GTC, shall not be taken as its express agreement.

A.1.5 Application of statutory provisions

Any references in these Terms to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and includes all subordinate legislation made from time to time under that statute or statutory provision.

A.1.6 Accessibility of and changes to these Terms

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

We reserve the right to make changes to these Terms any time. We will notify you without undue delay of the new version and make the amended text available to you; the amended version will apply to all future contracts you enter into with us from the time of notification.

A.2. Formal requirements

A.2.1 Notices by the Customer

All notices and other communications served by the Customer on KRONE in connection with KRONE-Offers and concluded Performance Contracts must be in writing.

If delivered by hand, or sent by pre-paid first class post or other next working day delivery service, such notice or communication has to be delivered at KRONE's registered office as set out in these Terms (or such other place as is notified to the Customer from time to time). Any notice or communication will be deemed to have been received, if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or otherwise at 9.00 am on the second business day after posting or at the time recorded by the delivery service.

If sent by email or fax to the correct email or fax address (see first page), any notice or communication will be deemed to have been received on receipt by the sender of a delivery email or fax from the correct applicable email address or fax number.

A.2.2 Written form within the meaning of these Terms

Unless expressly stipulated otherwise in individual cases, "in writing" within the meaning of these Terms shall be deemed to have been complied with if written in e-mail, letter or fax.

A.2.3 The use of electronic signatures

In connection with some KRONE-Offers, electronic signature services (e.g. Adobe Sign, DocuSign) may be used by KRONE and the Customer. In such event, and subject to any written supplementary agreement regarding the use of electronic signatures, KRONE and the Customer each agree that this method of signature is as conclusive of each party's intention to be bound by this these Terms and the contract as if signed by manuscript signature.

A.3. Priority rules

A.3.1 Unconditional priority of individual contracts

In the event of any inconsistency between the content of any individual written agreement made with the Customer (including ancillary, supplemental and amendment agreements) and these Terms, the individual agreement shall prevail.

A.3.2 Precedence of Performance Contracts over these Terms

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

A.3.3 Priority of the Special Provisions over the General Provisions

In the event of any inconsistency between provisions in the General Provisions of these Terms and the Special Provisions of these Terms, the Special Provisions shall prevail.

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

A.4.1 Offers and dealing with Offer Documentation

The 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 offers (including prices) at any time before the conclusion of the Performance Contract.

We retain ownership of all intellectual property rights (including, without limitation, copyright) and all other rights in 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 as: "**Offer Documentation**"). The Customer may not without our consent (such consent not to be unreasonably withheld) modify the Offer Documentation, make it accessible or available for use by third parties or reproduce it in any way. Offer Documentation (including any copies of it) 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 Orders

The Customer may make inquiries and orders in response to KRONE-Offers in any form (including, without limitation, in writing, by telephone, or by other electronic means). Any such order submitted by the Customer will bind you on receipt by us, unless you have previously or contemporaneously communicated the withdrawal of such offer. We may accept binding orders from Customers within a reasonable period following our receipt.

A.4.3 Acceptance conditions

KRONE may accept or reject an order for a KRONE-Offer in its discretion. However, in exercising such discretion, it will also have regard for whether:

- any necessary official authorisations for the sale, delivery, transfer and/or export have not been granted by competent authorities;
- the Customer or a beneficial owner is on a blacklist maintained by KRONE (including, without limitation, 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 relevant export control regulations; and/or
- we have indications of a critical end-use (including, without limitation, dual use goods or due to violations of Export Rules in accordance with Clause A.13.) of the ordered service.

A.4.4 Conclusion of Performance Contracts

If you have made an order in response to a KRONE-Offer and we have accepted this order (either expressly, e.g. by order confirmation, or impliedly, e.g. by shipping the delivery), a separate binding contract for the provision of the goods and services of the relevant KRONE-Offer is concluded between you and us that incorporates these Terms (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 Provisions of these Terms.

The Performance Contract constitutes the entire agreement of KRONE and the Customer and supersedes and extinguishes all prior oral or written agreements, promises, assurances, warranties, representations and understandings between them relating to its subject matter.

A.4.5 Performance; partial delivery/performance

As your contractual partner, we are responsible for the performance and provision of the goods and services owed by us or our subcontractors. The Customer has no right to enter a specific production site or warehouse of KRONE, or its subcontractors except as agreed in a Performance Contract. For details on the manner of delivery and performance, please refer to the relevant provisions in the Special Provisions of these Terms.

We reserve the right to make minor or technically unavoidable alterations to goods (including the quality of such goods) due to legal and regulatory requirements, provided always that such alterations are not unreasonable. This applies in particular, but not limited to, to design, technical or physical information provided by us in goods and service offers, illustrations or other advertising material (e.g. weight, dimensions, shape, utility value, load capacity, tolerances, colour).

We are entitled to make deliveries of goods in instalments and provide part performance of services provided that the Customer does not incur significant additional expenses or costs as a result, or we agree to bear such costs). Each partial delivery of goods or partial performance of services may be invoiced separately.

A.4.6 Delivery dates; Performance Unavailability

Dates for delivery of goods and services shall be agreed individually or specified when the Performance Contract is concluded. Otherwise, delivery will be made as soon as reasonably possible following conclusion of the relevant agreement or Performance Contract, provided always that time shall not be of the essence for any delivery or performance dates.

If we are unable to meet delivery periods or dates 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 estimated new delivery period or date. If the good or service is still not available within the new delivery period, we shall be entitled to immediately terminate the Performance Contract in whole or in part on notice to the Customer; we shall without undue delay reimburse any amounts already paid by the Customer for the relevant goods or services. A case of Performance Unavailability shall include, without limitation, the failure of our suppliers to deliver on time, if neither we nor our suppliers are at fault, as well as where supplies of raw materials specified by the Customer are not available.

We shall not be liable to the Customer or be required to reimburse the Customer in the event of termination under this Clause A.4.6 for any failure to deliver goods or provide services to the extent that such failure results from the Customer's failure to comply with its contractual duties, including its duty to cooperate with us. Where any failure to deliver goods or provide services does result from such a failure of the Customer, an agreed performance or delivery date or delivery period shall be extended by the period during which the Customer has not fulfilled its obligations.

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

A.4.7 Sale by delivery

Unless otherwise agreed, the place of delivery of goods pursuant to KRONE-Offers shall be the warehouse specified by KRONE in the Performance Contract, and for all services the place of business of KRONE. This shall also apply to any remedy or replacement for defective goods that we provide.

At the request and expense of the Customer, KRONE may agree to arrange delivery of goods to a different destination. Unless otherwise agreed, KRONE will in its discretion determine the type of shipment (in particular the logistics company, shipping route, packaging, and insurance).

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 by us of a reasonable fee for use – and, if already paid by the Customer, reimbursed by us.

A.4.9 Prices

All prices quoted are in GBP and net of applicable taxes.

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 (including, without limitation, 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 Group¹ and/or third parties (e.g. banks, leasing companies, refinancing companies, insurers). This requires that the economic circumstances of the Customer be continually disclosed to us and updated by you throughout the entire term of the payment model. For further details on this 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.).

A.4.11 Right to terminate Performance Contracts

Notwithstanding any other termination rights stipulated in these Terms, KRONE may forthwith terminate any Performance Contract by giving written notice to the Customer in any of the following events:

- fails to make timely payment of any sum payable by it under a Performance Contract;
- commits a material breach of the Performance Contract or obligations under these Terms and, if the breach is capable of remedy, fails to remedy it within 30 days after receipt of a written notice specifying the breach and requiring it to be remedied; or
- goes into liquidation or administration, has a receiver appointed over any of its assets or makes a voluntary arrangement or composition with its creditors (in each case, within the meaning of the Insolvency Act 1986); or
- the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Performance Contract is in jeopardy.

A.5. Transfer of risk

A.5.1 Provision, handover and partial deliveries

Insofar as goods are to be delivered under KRONE-Offers, the risk of loss, damage and deterioration shall pass to the Customer; (i) in the case of collection by the Customer, at the time when the Customer is informed that the goods have been made available at the warehouse specified by KRONE or, at the latest, at the time of handover of the goods; and (ii) in the case of KRONE arranging delivery to a place other than the warehouse (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 agreed to provide other ancillary services (e.g. installation).

A.5.2 Acceptance of services

Insofar as services are to be performed within the scope of KRONE-Offers and an acceptance procedure is agreed, the acceptance shall be decisive for the transfer of risk.

A.5.3 Default of acceptance

If the Customer fails to reasonably accept within any agreed timescale any goods which are subject to acceptance, the goods shall be deemed as accepted by the Customer.

In the event of any failure by the Customer to accept goods which are not defective, we shall be entitled to demand compensation for the damage resulting thereof, including additional expenses incurred (including, without limitation, storage costs and vehicle parking 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 Provisions of these Terms. We reserve the right to require 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, payment to such company or provider will discharge the relevant payment obligation under the Performance Contract.

A.6.2 Payment deadlines and default

Unless otherwise agreed, the Customer shall settle any claims for payment within 30 days. 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 any period of Customer payment default, we shall be entitled to charge interest at the rate of 8% p.a. above the base interest rate of the Bank of England. Such right of interest is without prejudice to any other rights or claims that KRONE may have under this agreement or otherwise in law.

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

We shall be entitled, in our discretion, to set-off payments, refuse performance and retain goods to the extent permitted by law. Furthermore, we may refuse the provision of outstanding goods 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 rights apply if we become aware of circumstances which show that the financial circumstances or creditworthiness of the Customer have deteriorated significantly or the Customer is subject to an Insolvency Event, so that proper fulfilment of the contract can no longer be expected, unless the Customer provides the consideration (advance payment)

¹ The KRONE Group of Companies includes all companies in which the Bernard Krone Familienstiftung, Heinrich-Krone-Straße 10, 48480 Spelle, has a direct or indirect shareholding.

at our request or provides appropriate security for the consideration. For the purposes of this clause, an "**Insolvency Event**" is where the Customer (i) appoints an administrator; (ii) goes into liquidation; (iii) has distress execution or sequestration levied or issued against any part of its assets and is not paid within seven days; (iv) is otherwise unable to pay its debts as they fall due within the meaning of section 123 Insolvency Act 1986; or (v) is subject to any analogous event under the law of any relevant jurisdiction.

The Customer shall be entitled to rights of set-off payments, refuse performance and retain goods only if its counterclaim has been upheld by a court with jurisdiction over the claim, or if it is not disputed by us.

A.7. Retention of title

A.7.1 Scope of application

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

A.7.2 Retention of title

Notwithstanding delivery and the passing of risk in any Reserved Goods, or any other provision of these Terms, the property in Reserved Goods shall not pass to the Customer until KRONE has received payment in full of the price of the Reserved Goods and all other Reserved Goods agreed to be sold by KRONE to the Customer for which payment is then due, subject to Clause A.7.4.

If an entry of the retention 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 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

Until such time as the property in the Reserved Goods passes to the Customer, the Customer shall hold the Reserved Goods as KRONE's fiduciary agent and bailee, treat them with diligent care, maintain them in good condition and keep them insured against all risks for their full price from the date of delivery, and use them as intended (in particular in accordance with the specifications in the operating instructions) and shall keep the Reserved Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as KRONE's property. The Customer shall have the right to use the Reserved Goods or resell them (as principal and not as the agent of KRONE, and on the basis that the property in the Reserved Goods shall pass to the buyer immediately prior to resale) in the ordinary course of its business, but this right shall cease automatically on the occurrence of any of the events referred to in Clause A.4.11.

Customer shall not be entitled to pledge, create a lien over or in any way charge by way of security for any indebtedness any of the Reserved Goods which remain the property of KRONE, but if the Customer does so all moneys owing by the Customer to KRONE shall (without limiting any other right or remedy of KRONE) forthwith become due and payable.

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 Demand for surrender of Reserved Goods

Until such time as the property in the Reserved Goods passes to the Customer (and provided the Reserved Goods are still in existence and have not been resold), KRONE may at any time require the Customer to deliver up the Reserved Goods to KRONE and, if the Customer fails to do so forthwith, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Reserved Goods.

A.8. Proprietary rights and warranty

A.8.1 Dealing with infringements of proprietary rights

As far as we are aware, the goods and services provided under KRONE-Offers do not infringe upon any intellectual property rights (including 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 such intellectual proprietary rights, we shall, at our option and expense, either modify or replace the relevant goods or services provided under the KRONE-Offer in such a way that no third party intellectual property rights are infringed, but the relevant goods or services continue to meet any contractually agreed specification, or procure the necessary rights of use for the Customer by concluding an agreement with a third party. If we do not succeed in doing so within a reasonable period of time, the Customer is entitled to terminate the Performance Contract or to request a reasonable reduction of the price.

In the event that any products or services of KRONE's suppliers which are incorporated into the goods and services provided under KRONE-Offers are held to infringe third party intellectual property rights, we shall, at our discretion, use reasonable endeavours to assert any warranty claims against such manufacturers or upstream suppliers and, subject to first recouping our own costs, endeavour to distribute any financial benefit through to the Customer and any other affected customers of KRONE on a reasonable and proportionate basis.

A.8.2 Other warranty rights

The Customer's further warranty rights with regard to goods and services provided under KRONE-Offers are set out in the relevant sections of the Special Provisions of these Terms. Except as provided therein, KRONE excludes to the fullest extent permitted by law, all other warranties or terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 and sections 13 to 15 of the Sale of Goods Act 1979.. 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 KRONE liability

None of the provisions in this Clause A.9. or elsewhere in these Terms limit our liability for

death or personal injury caused by negligence;

- fraud or fraudulent misrepresentation;
- breach of terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- defective products under the Consumer Protection Act 1987.

Subject to the rest of this Clause A.9.1, KRONE shall not be liable to the Customer for any of the following types of loss:

- loss of profits;
- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of use or corruption of software, data or information;
- loss of or damage to goodwill; or
- indirect or consequential loss.

Subject to the rest of this Clause A.9.1, KRONE's liability to the Customer shall not exceed the purchase price of the relevant KRONE-Offers in question.

The above provisions in this Clause A.9.1 shall also apply accordingly in favour of our agents, affiliates in the KRONE Group of Companies, subcontractors, legal representatives, employees and workers.

A.9.2 Warranty conditions

Unless otherwise agreed or provided for in these Terms, 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 Terms in accordance with 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 Terms 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 (including, without limitation, natural disasters, war, terror, sabotage, industrial strikes, disease, epidemics). For the avoidance of doubt, Force Majeure can include an event which 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 from the commencement of the Force Majeure event, provided always that the Affected Party notifies the non-affected party of such Force Majeure without undue delay. Where KRONE is the Affected Party, 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 by our suppliers (on time).

A.10.3 Right of termination

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 immediately terminate the relevant Performance Contract by giving written notice to the other party.

A.11. Data protection

With regard to the processing of personal data relating to you (including your employees and any other individual other persons engaged by you) in connection with KRONE-Offers, please refer to our data protection information. These are available on the KRONE website (<u>www.krone-trailer.com</u>).

Your responsibility to comply with all applicable data protection laws, from time to time, remains unaffected by any responsibility on our part insofar as you process personal data of third parties.

A.12. Confidential information; Reverse Engineering

A.12.1 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, 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.12.2 Confidentiality of Confidential Information

You are obliged to treat all Confidential Information as confidential, not to make it accessible to unauthorised persons and not to use it for purposes that go beyond that permitted by the 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 Terms. The obligation of confidentiality and limited use shall not affect mandatory disclosure rights under applicable law.

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

A.12.3 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 agreed by us in advance.

A.12.4 Protection of information according to common law

The contractually agreed protection of Confidential Information in accordance with Clause A.12. as well as within the scope of Performance Contracts is independent of and in addition to any common law rights protecting confidential information.

Without prejudice to any other rights or remedies that KRONE may have, the Customer acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of these Terms by the Customer. Accordingly, KRONE will be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these Terms.

A.13. Export and sanctions control

A.13.1 Rules to be complied with

A. 13.2 Insofar as this is relevant for the provision of goods 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 restrictions resulting from export laws and regulations applicable to Northern Ireland (including, without limitation, dual-use regulation EU 2021/821) and the USA (including, without limitation, and ITAR, EAR and OFAC sanctions regulations).

A.13.3 Duties of the Customer

Prior to exporting the goods supplied by us directly or indirectly, the Customer is required to carry out all necessary checks (including, without limitation, checking sanctions lists, end-use, embargo provisions) 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.

The Customer shall not sell, export, re-export, deliver, pass on or otherwise make available goods supplied by us 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.13.4 KRONE's right of termination

We are entitled to terminate a Performance Contract or individual good or service obligation if and to the extent this is necessary for KRONE to comply with Export Rules. In the event of a termination, any goods and services provided at Customer's request up to that time shall be paid for on a pro rata basis.

A.14. Code of Conduct and ethical standards

KRONE expects all Customers and other business partners to comply with all applicable laws and business ethics standards customary in the industry. 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 anticonstitutional organisations;
- to 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 KRONE is entitled to terminate the business relationship in the event of non-compliance. 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 <u>https://krone-group.com/compliance/</u>).

A.15. Assignment

A.15.1 Assignment of our rights and obligations

We are entitled to assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of our rights and obligations under these Terms or any Performance Contract (including, without limitation, any claims arising from Performance Contracts in whole or in part).

A.15.2 Assignment of your rights and obligations

You may not at any time assign, mortgage, charge, delegate, declare a trust over or deal in any manner with any or all of your rights under this agreement except with our prior written consent (such consent may not be unreasonably withheld).

A.16. Final provisions

A.16.1 Enforceability

Obligations set out in these Terms 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.16.2 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.16.3 Place of venue; arbitration

The Parties hereby submits to the exclusive jurisdiction of English Courts in Leeds for any actions (including counterclaims) and judicial measures, irrespective of the legal grounds, arising from or in connection with these Terms or Performance Contracts. Mandatory places of venue contrary to this provision (e.g. for foreign Customers) shall remain unaffected.

If the Customer has its registered seat outside the United Kingdom, KRONE 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 Terms or concerning their validity finally settled by arbitration without recourse to the ordinary courts of law. In this case, 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 English.

A.16.4 Governing law

These Terms and all Performance Contracts and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation will be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts as described under A.16.3.

A.16.5 Contract language

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

A.16.6 Severability Clause

If any provision in these Terms or in a Performance Contract is or becomes invalid, this shall not affect the validity of the remaining provisions. The parties will substitute for the invalid provision a new provision which serves the economic purpose of the invalid provision to the furthest possible extent.

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 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 (<u>www.krone-trailer.com</u>).

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.

B.2.2 Order placement and confirmation by KRONE

If you place a binding order with us on the basis of a KRONE-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 a binding Performance Contract for the New Delivery Transaction with KRONE is concluded.

B.2.3 Change request or Cancellation by the Customer

If you require changes to the New Product to be delivered, you must inform us in writing. Depending on any associated additional costs we will incur, we will submit an amended offer to you.

If you wish to cancel a New Delivery Transaction concluded with us prior to the delivery of the New Product (hereinafter: "**Cancellation**"), you must inform us in writing. If we agree with the Cancellation request, depending on the expenses incurred for the New Delivery Transaction to be cancelled, we may at our discretion charge a reasonable cancellation fee which reflects our costs incurred in connection with the New Delivery Transaction (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. 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. 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, to determine a price that reflects the changes. 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 cooperate with KRONE on the New Delivery Transaction, including, without limitation, by providing all information and data reasonably requested by KRONE.

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 collect and accept the New Product without undue delay from the date of it being made available for collection. The Customer 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 in accordance with Clause A.5.1. The Customer then also bears all benefits and burdens, including any requirement to register itself as owner of the New Product. If official registration, approval or notification is required prior to use, this is the sole responsibility of the Customer.

B.3.3 Retention of title

The delivery of New Products is subject to retention of title in accordance with Clause A.7.

B.3.4 Termination and non-acceptance compensation

In the event that the Customer fails to reasonably collect and accept a New Product in accordance with Clause B.3.1, we are entitled to terminate the Performance Contract, charge you for any additional expenses we incur in accordance with Clause A.5.3, and/or claim damages from you. You hereby acknowledge that it is reasonable for us to claim damages of no less than 15% of the agreed net price, which represents a genuine pre-estimate of our losses in such circumstances. However, we are entitled to claim from you a higher amount if justified in the circumstances.

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 immediately 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 Inspection of goods; exclusion of warranty

A claim by the Customer under any warranties which is based on any defect in the quality or condition of the goods sold by KRONE or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to KRONE within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify KRONE accordingly, the Customer shall not be entitled to reject the Goods and KRONE shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the goods had been delivered in accordance with the Performance Contract.

B.5.2 Warranty rights of the Customer

We warrant that the New Products will conform with the specifications stipulated in the contract, including all agreed specific Customer requirements, product descriptions and manufacturer's specifications.

If the delivered New Product is defective, we may initially choose to either remedy the defect or to deliver a defect-free replacement.

We are entitled to make the provision of a remedy or replacement subject to the Customer first paying the agreed and due price.

The Customer must give us the time and opportunity necessary to remedy or replace the defective New Product, in particular to make the rejected New Product available to us for testing. In the event of a replacement delivery, the Customer must return the defective item to us at their own cost. We will not be required to remove the defective item or re-install it if we were not originally obliged to install it.

The costs associated with inspection and remedy and/or replacement, (limited to transport, travel, labour and material costs as well as, if applicable, disassembly and installation costs) shall be borne by us if a defect actually is found by us to exist. Otherwise, we reserve the right to demand reimbursement from the Customer of the costs (in particular inspection and transport costs) incurred as a result of the request for rectification of the defect, unless the non-defectiveness was not recognisable to the Customer.

If we are unable to remedy or replace the defect within a reasonable time, the Customer may terminate the purchase contract or reduce the purchase price by a reasonable and proportionate sum. In the case of a minor defect, however, there is no such termination right.

B.5.3 Limitation of the Customer's warranty claims

The warranty rights of the Customer set out in Clause B.5.2 shall last for a period of one year from delivery or one year after notification of readiness for dispatch if the Customer has to collect the New Product. This shall also apply to the Customer's contractual and non-contractual claims for damages based on such a defect of the goods.

B.6. 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 Terms.

PART C - USED VEHICLE TRANSACTIONS

If you are interested in transactions (sale or renting) 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**"), please contact us and let us know your wishes and requirements. Such Used Vehicles transactions are carried out by one of our German partner companies, KRONE Used GmbH, Kasernenstraße 25, 49757 Werlte, Deutschland, T: +49(0)5951/209-335, F: +49(0)5951/209-225, (hereinafter also: "**KRONE Used GmbH**"). We do not conclude contracts with customers regarding Used Vehicles, but only arrange the contact.

You can find an overview of the Used Vehicles currently offered by KRONE Used GmbH, for example, on the website <u>www.krone-used.com</u>. If so wished, we will forward your request and KRONE Used GmbH will contact you directly. Contracts for Used Vehicles between you and KRONE Used GmbH are subject only to the General Terms and Conditions of Sale and Delivery of KRONE Used GmbH (available under <u>www.krone-trailer.com/agb</u>) and not to these Terms.

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, 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 <u>www.krone-trailerparts.com</u>.

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 (including, without limitation, 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).

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 cooperate with KRONE on the Spare Part Transaction, including, without limitation, by providing all information and data reasonably requested by KRONE.

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

D.3.1 Delivery and transport

For Spare Part Transactions, deliveries shall be made to a place other than the warehouse specified by KRONE in the Performance Contract at the Customer's expense in accordance with 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 warehouse specified by KRONE. The Customer is obliged to accept ordered Spare Parts without undue delay from the date of their provision. The Customer 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 in accordance with Clause A.7.).

D.3.4 Invoicing and payment

After the provision or dispatch of the ordered Spare Parts, KRONE will invoice the Customer 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 that the Customer fails to reasonably collect and accept ordered Spare Parts in accordance with Clause D.3.1, we are entitled to terminate the Performance Contract, charge you for any additional expenses we incur in accordance with Clause A.5.3), and/or claim damages from you.

D.4. Warranty for Spare Part Transactions

D.4.1 Inspection of goods; exclusion of warranty

A claim by the Customer under any warranties which is based on any defect in the quality or condition of the goods sold by KRONE or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to KRONE within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify KRONE accordingly, the Customer shall not be entitled to reject the Goods and KRONE shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the goods had been delivered in accordance with the Performance Contract.

D.4.2 Warranty rights of the Customer

We warrant that the Spare Parts will conform with any specifications stipulated in the contract, including all agreed quality includes all agreed specific Customer requirements, product descriptions and manufacturer's specifications.

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

We are entitled to make the provision of a remedy or replacement subject to the Customer first paying the agreed and due price.

The Customer must give us the time and opportunity necessary to remedy or replace the defective new Product, in particular, to make the rejected Spare Part available for inspection. In the event of a replacement delivery, the Customer must return the defective item to us at their own cost. We will not be required to disassemble the defective item or re-insall it if we were not originally obliged to install it.

The costs associated with inspection and remedy and/or replacement (limited to transport, travel, labour and material costs as well as, if applicable, disassembly and installation costs) shall be borne by us if a defect actually is found by us to exist. Otherwise, we reserve the right to 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 we are unable to remedy or replace the defect within a reasonable time, the Customer may terminate the purchase contract or reduce the purchase price by a reasonable and proportionate sum. In the case of a minor defect, however, there is no such termination 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 Terms.

PART E - TELEMATICS CONTRACTS

If you are interested in contracts for the provision of services and other performances in connection with the use of telematics equipment (hereinafter: **"Telematics Services**"), please contact us and let us know your wishes and requirements. Such Telematics Services are provided by one of our German partner companies, Fahrzeugwerk Bernard Krone GmbH & Co. KG, Bernard-Krone-Straße 1, 49757 Werlte, Deutschland, T: +49(0)05951/209-0, F: +49(0)5951/209-98 268, <u>info.nfz@krone.de</u> (hereinafter also: **"KRONE Fahrzeugwerk**"). We do not conclude contracts with customers regarding Telematics Services, but only arrange the contact.

If so wished, we will forward your request and KRONE Fahrzeugwerk will contact you directly. Contracts for Telematics Services between you and KRONE Fahrzeugwerk are subject only to the General Terms and Conditions of Sale and Delivery of KRONE Fahrzeugwerk (available under <u>www.krone-trailer.com/agb</u>) and not to these Terms.

PART F - SERVICE CONTRACTS

If you are interested in transactions for maintenance, repair, inspection and warranty services (such as Fair Care or warranty extensions) for commercial vehicles as well as trailers, semi-trailers, bodies, chassis, freight boxes, interchangeable systems, trailer axles and other components of commercial vehicles (hereinafter: "Service Contracts"), please contact us and let us know your wishes and requirements. Such Service Contracts are carried out by one of our German partner companies, KRONE Fahrzeugwerk (as defined under Part E). We do not conclude Service Contracts with customers, but only arrange the contact.

If so wished, we will forward your request and KRONE Fahrzeugwerk will contact you directly. Service Contracts between you and KRONE Fahrzeugwerk are subject only to the General Terms and Conditions of Sale and Delivery of KRONE Fahrzeugwerk (available under <u>www.krone-trailer.com/agb</u>) and not to these Terms.