

General Terms and Conditions of Sale and Delivery

Version as of: November 2024

These General Terms and Conditions of Sale and Delivery (hereinafter also referred to as: "**GTC**") 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 KRONE Trailer Service Italia SRL, Via Alfredo Testoni 3, 40123 Bologna (BO), Mantova, Italy, Email: info@kronetrailer.it (hereinafter also referred to as: "**KRONE**", "**we**" or "**us**"). For purposes of better clarity, these GTC have a modular structure. This means that they consist of a General Part, the content of which relates to all transactions of KRONE (Part A) and several Special Parts (Parts B and C), which contain special rules for specific transactions with KRONE. Please take the time to read these GTC carefully. Since you may not use all types of our offers, not all parts of these GTC 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; confidentiality; export control; compliance; assignment; final provisions (including choice of law and place of venue).
B	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 .
C	Service Contracts	...relevant if you wish to make use of Fair Care Services or other repair and maintenance services.	Definition and arrangement of Service Contracts.

PART A - GENERAL PROVISIONS

A.1. Scope of these GTC

A.1.1 Personal scope

These GTC apply only to business contacts and legal transactions with entrepreneurs (Articles 1470–1541 Italian Civil Code), legal entities under public law or special funds under public law. They do not apply to consumers (Italian Legislative Decree no. 206/2005). 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 GTC 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**"). These GTC 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 GTC 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 GTC

General terms and conditions of the Customer or of third parties, which deviate from, conflict with or supplement these GTC 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 general

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

terms and conditions of the Customer or perform or render the delivery or service to the Customer as requested without explicit reservation with view to existence of the general terms and conditions of the Customer.

A.1.5 Supplementary application of statutory provisions

Any references in these GTC 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 GTC.

A.1.6 Accessibility of and changes to these GTC

These GTC apply in the version valid at the time of the conclusion of the relevant transaction. The currently valid version of these GTC can also be accessed and downloaded from our website (www.kronetrailer.it).

If any changes are made to these GTC, we will inform you without undue delay of the new version and make the amended text available to you together with the request to accept them (including signature, if required); the amended version will then apply to all future transactions with us from the time of this notification to you.

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-Offer and concluded Performance Contracts (e.g. setting of deadlines, notifications of defects, notice of termination 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 GTC

Unless expressly stipulated otherwise in individual cases, "written form" within the meaning of these GTC shall be deemed to have been complied with if written or text form is used (e.g. e-mail, letter, fax).

A.2.3 Supplementary agreement on the use of electronic signatures

In connection with some KRONE-Offer, electronic signature services (e.g. Adobe Sign, DocuSign) may be used by KRONE and the Customer. This requires the conclusion of a separate supplementary agreement.

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 GTC and other sets of conditions. Individual agreements are only valid if they are made in a written contract, signed by both parties.

A.3.2 Precedence of Performance Contracts over these GTC

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

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

In the event of any inconsistency between provisions in the General Part of these GTC and the Special Parts of these GTC, 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 are 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-Offer are possible in any form (e.g. in writing, by telephone, by electronic means) and are binding for you after their receipt from 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 30 days.

A.4.3 Acceptance conditions

The acceptance of an inquiry or order for 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 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 GTC (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 GTC.

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 delivery plant. For details on the manner of delivery and performance, please refer to the respective passages in the Special Parts of these GTC.

We reserve the right to minor or technically unavoidable deviations regarding the quality of the delivery items due to legal requirements, to the extent that this is 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-Offer 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 terminate 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-Offerings 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 (each EXW Incoterms@2020). 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 companies within the KRONE Group² 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 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.).

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.15.1).

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-Offerings, 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. 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).

² 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.

A.5.2 *Acceptance of works*

Insofar as works are to be performed within the scope of KRONE-Offerings or an acceptance is agreed, the acceptance by the Customer shall be decisive for the transfer of risk.

A.5.3 *Default of acceptance*

It is equivalent to handover or acceptance if the Customer is in default of acceptance, if a term for the acceptance is agreed.

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. **Payment**

A.6.1 *Terms of payment*

For details on the terms of payment, please refer to the respective provisions in the Special Parts of these GTC. 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 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 in accordance with the provisions of Law n. 231 of October 9, 2002. 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 or rights to affect the legal relationship by unilateral declaration 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 to the extent permitted by the applicable law.

A.7. **Retention of title**

A.7.1 *Scope of application*

Insofar as the Special Parts of these GTC 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 claims arising from the Performance Contract (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.

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 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 Termination 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 terminate 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. The demand for surrender does not automatically include the declaration of termination; rather, we are entitled to demand only the surrender of the goods and to reserve the right to terminate 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.

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 terminate 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 GTC. 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 KRONE liability

None of the provisions in this Clause A.9. or elsewhere in these GTC shall limit our legal liability for damages and reimbursement of expenses under Italian 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 EU Regulation 2023/988 and Legislative Decree n. 206/2005, 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.

Subject to the cases mentioned in paragraph 1 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, 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.

A.9.2 Liability of the Customer

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

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 GTC 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 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 terminate 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 you in connection with the KRONE-Offer, please refer to our data protection information.

Your responsibility 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, 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 GTC. 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 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.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 otherwise agreed.

A.12.4 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.

A.13. Export and sanctions control

A.13.1 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);
- restrictions concerning import and export to any person entity or country, that is subject to any economic sanctions and trade embargoes implemented by the United Nations, European Union or other relevant sanctions authority;
- restrictions resulting from export laws and regulations applicable to the USA (e.g. ITAR, EAR and OFAC sanctions regulations).

A.13.2 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, if available. 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.13.3 KRONE's right of termination

We are entitled to terminate 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 termination, any deliveries 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

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.

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 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.15. Assignment

A.15.1 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.15.2 Assignment of your receivables

Claims arising from or in connection with Performance Contracts or these GTC to which you are entitled against us may only be assigned to third parties with our prior written 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.16. Miscellaneous

A.16.1 Enforceability

Obligations set out in these GTC 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

Insofar as you are a professional, a legal entity under public law or a special fund under public law, Mantova (Italy) is agreed as the exclusive place of venue 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 GTC or Performance Contracts. Mandatory places of venue 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, both parties shall be entitled, at their respective discretion to be exercised prior to legal proceedings, to have all disputes arising out of or in connection with Performance Contracts or these GTC 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 English.

A.16.4 Applicable law

These GTC and all Performance Contracts shall be governed by Italian 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.16.5 Contract language

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

A.16.6 Severability Clause

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

PART B – SPECIAL PROVISIONS FOR SPARE PARTS TRANSACTIONS

B.1. Explanation and contact

B.1.1. Conclusion and execution of Spare Part Transactions

This Part B 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 (hereinafter: "**Spare Parts Shop**"), or otherwise 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.

B.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).

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

B.2.1. Ordering process

If you are interested in Spare Parts, please contact us. 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).

B.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 is concluded.

B.2.3. Change request or cancellation by the Customer

If changes are to be made to the requirements of the Spare Part 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 Spare Part Transaction concluded with us prior to the provision of the Spare Part outside of the termination requirements (hereinafter: "**Cancellation**"), you must inform us in writing thereof. Depending on the expenses incurred for the Spare Part 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. 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. The rights of the parties in the event of Force Majeure as set out in Clause A.10. shall remain unaffected.

B.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.

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

B.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 B.3.4.

B.3.2. Transfer of risk

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

B.3.3. Retention of title

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

B.3.4. Invoicing and payment

At least 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.

B.3.5. Consequences of non-acceptance

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

B.4. Warranty for Spare Part Transactions

B.4.1. Duty 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 according to the Italian Civil Code provisions. 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.

B.4.2. Warranty rights of the Customer

Within the statutory provisions of Article 1490 of the Italian Civil Code, 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).

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. 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 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, the Customer may terminate the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no termination right.

B.4.3. Limitation of warranty claims of the Customer

The general limitation period for claims under sales law based on material and legal defects is one year from delivery.

The above restrictions do not apply to our liability for damages and reimbursement of expenses in accordance with Clause A.9.1.

B.5. 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 GTC.

PART C - 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, 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, info.nfz@krone.de (hereinafter also: "**KRONE Fahrzeugwerk**"). 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 www.krone-trailer.com/agb) and not to these Terms.

Pursuant to Article 1341 and 1342 of the Civil Code, the Customer hereby confirms that the following clauses have been read and expressly approved:

- Clause A.4.6 Delivery periods and dates; Performance Unavailability
- Clause A.6.2 Payment deadlines and default
- Clause A.6.3 Rights of set-off, rights to refuse performance and rights of retention
- Clause A.7.4 Termination and demand for surrender
- Clause A.9.1 KRONE liability
- Clause A.16.3 Place of venue
- Clause B.2.4 Price adjustments
- Clause B.4.2 Warranty rights of the Customer
- Clause B.4.3 Limitation of warranty claims of the Customer

For the Customer

Place: _____

Date: _____

Signature: _____