



**Terms and Conditions of Purchase for Production Materials and Spare Parts for All-Terrain Vehicles
dated June 26, 2025 for exclusive use with respect to companies as defined by Section 310 Paragraph 1 of the German Civil Code (BGB)**

I. General Information

- 1.1 The following Terms and Conditions apply to the purchase of production materials and spare parts for all-terrain vehicles and all other deliveries and/or services we obtain from Supplier as part of this order or further subsequent orders. Any conflicting General Terms and Conditions of Supplier shall apply only if we expressly confirm this in writing.
- 1.2 Supplier may only assign claims arising from contracts concluded with us or have them collected by third parties with our prior written consent, provided that this does not unreasonably affect the interests of Supplier. Partial or multiple assignments shall always require our prior written consent. In case of extended retention of title, consent shall be deemed to have been granted.
- 1.3 For the effectiveness of all our communications, requests and other messages to Supplier in conjunction with this contract, it shall be deemed sufficient to mail a written message to the last known address of Client, provided that it concerns statements that are not of particular significance for Supplier.
- 1.4 These General Terms and Conditions are available in both German and English. In case of doubt about interpretation, the German version shall prevail.
- 1.5 Supplier undertakes to notify the ordering party immediately in writing of any product or process discontinuations affecting the delivery or manufacture of the contractual products, but no later than twelve (12) months before the planned discontinuation date. In this context, Supplier must ensure that the ordering party is offered an appropriate "last time buy" option that enables demand-oriented stocking of the discontinued products.

II. Conclusion of the Contract and Content, Order

- 2.1 Supply contracts (order and acceptance) and delivery schedules, their amendments and supplements, as well as other collateral agreements, must be made in writing.
- 2.2 If Supplier does not accept the order within two weeks of receipt, we are entitled to revoke it.

We are bound by our offer submitted in the order for two weeks.

If Supplier does not object in writing, delivery schedules shall become binding within one week of receipt at the latest.
- 2.3 Within the scope of what is reasonable for Supplier, we may request changes to the design and execution of the goods. In this case, the effects, particularly with respect to additional and reduced costs as well as delivery dates, must be appropriately settled by mutual agreement.
- 2.4 Information found in descriptions, pamphlets or other brochures valid at the time of conclusion of the contract regarding the scope of delivery, appearance, performance, dimensions and weights, operating fluid consumption, operating costs, etc. of the goods are an integral part of the contract.
- 2.5 Supplier must not engage third parties for subcontracts without our prior written consent. In the event of unauthorized subcontracting to third parties, we shall be entitled to revoke or terminate the contract in whole or in part and to claim damages.

III. Prices, Payment, Invoice

- 3.1 The price listed in the order shall be binding. Unless otherwise agreed in writing, the price does not include value-added tax (sales tax) and includes delivery "DAP according to INCOTERMS 2010" to the delivery location specified in the order, including packaging.
- 3.2 The payment can also be made by bank transfer or check at our discretion.
- 3.3 Insofar as no particular agreement has been reached, the invoice shall be settled either within 14 days with deduction of a 3% cash discount or within 30 days without deduction. The aforementioned period shall begin upon receipt of the verifiable invoice as defined by Paragraph 3.5 and of the goods; in the case of deliveries accepted ahead of schedule, the delivery shall not be regarded as fulfilled until the agreed-upon delivery date.
- 3.4 If the day of payment falls on a Saturday, Sunday or bank holiday, payment will be made on the following business day.
- 3.5 Any interest for late payment to Supplier shall be limited to the statutory rate pursuant to Section 288 Paragraph 2 in conjunction with Section 247 of the BGB. The provisions of Section 288 Paragraph 4 of the BGB are excluded.
- 3.6 In the event of an erroneous delivery, we are entitled to withhold payment in proportion to the value of the item until the delivery is properly fulfilled.
- 3.7 The invoice must contain the number and date of the order (and/or of the purchase agreement and delivery schedule), additional data of the ordering party (account assignment), tax number, VAT ID number for international deliveries within the European Community, unloading point, number and date of the delivery note and quantity of the invoiced goods and all

information corresponding to the respective VAT tax requirements (cf. Section 14 of the German Value Added Tax Act (UStG)).

- 3.8 If one party to the contract suspends payments or if a motion is filed for insolvency proceedings over its assets or for out-of-court settlement proceedings, the other party shall be entitled to withdraw from the contract for the unfulfilled part.

IV. Confidentiality

- 4.1 The parties to the contract are obligated to treat all non-apparent commercial and technical details that become known to them through the business relationships as business secrets.
- 4.2 Supplier is obligated to keep all models, templates, samples, data, figures, drawings, calculations and other documents and information that are received strictly confidential. They may be disclosed to third parties only with our express approval. Reproduction of such objects is permitted only within the scope of the corporate requirements and copyright provisions. The non-disclosure obligations shall be valid even after this contract is executed; they shall expire if and insofar as the manufacturing knowledge contained in the provided models, templates, samples, data, figures, drawings, calculations and other documents has become generally known.
- 4.3 Supplier must bind its subsuppliers to these obligations accordingly.
- 4.4 The parties to the contract may advertise their business relationship only with prior written consent from the other party.

V. Place of performance, delivery dates and delivery periods

- 5.1 The place of performance for all present and future claims arising from this business relationship is Laupheim, Germany. Insofar as claims are based on a business transaction concluded by a branch office, the place of performance is the seat of this branch office.
- 5.2 Deliveries shall be made on a DAP basis in accordance with INCOTERMS 2010, unless otherwise agreed. Agreed-upon dates and periods shall be binding. The decisive factor for the timeliness of deliveries and services is their receipt or performance at the place of acceptance specified by us.
- 5.3 Early deliveries and services, as well as those made after the agreed date, are only permitted with our consent.
- 5.4 We are not obliged to accept partial deliveries or services. In the case of agreed partial deliveries, the remaining delivery quantity must be specified in the delivery note.

VI. Delay in Delivery

- 6.1 In the event of a delay in delivery, we shall be entitled to make legal claims. In particular, we shall be entitled to withdraw from the contract after a reasonable extension period has expired without fulfillment of delivery and/or to demand compensation for damages due to nonperformance.
- 6.2 Acceptance of the delayed delivery does not constitute a waiver of the rights specified in Paragraph 6.1.

VII. Shipping, Passing of Risk

- 7.1 Supplier must properly package, ship and insure the deliveries and comply with all relevant packaging and shipping regulations. Supplier shall be liable for all damages incurred by us as a result of improper or inadequate packaging, shipping or insurance.
- 7.2 Deliveries must be accompanied by shipping documents such as delivery notes or consignment notes. All documents must include the markings specified by us in the order and the order number. A shipping notice must be sent to us in advance by fax or email no later than the day of shipment.
- 7.3 Any additional costs incurred by us as a result of noncompliance with the above provision shall be borne by Supplier.
- 7.4 For deliveries that do not include installation or assembly, the risk is transferred upon acceptance of the goods at the place of acceptance specified by us. For deliveries that include installation or assembly, the risk is transferred upon the acceptance to be carried out at the place of installation or assembly.
- 7.5 Fictitious acceptance pursuant to Section 640 Paragraph 1 Sentence 3 BGB is excluded.

VIII. Quality, Environmental Management, Hazardous Substances and Documentation

- 8.1 Supplier shall comply with the recognized rules of technology, safety

regulations and agreed-upon technical data for its deliveries. Supplier shall establish and demonstrate a corresponding quality management system (e.g. DIN EN ISO 9000 ff.). We retain the right to verify the effectiveness of the quality management system on-site. Changes to the goods shall require our prior written consent. Supplier shall continuously check the quality of the goods. The parties to the contract shall inform each other about options for improving quality.

- 8.2 We have an environmental management system in accordance with ISO 14001. We also expect Supplier to have an environmental management system in accordance with ISO 14001 or, alternatively, to use resources sparingly when manufacturing and delivering the goods or providing the ordered service. Furthermore, environmentally friendly packaging must be used. Returnable packaging is preferred.
- 8.3 Supplier undertakes to observe all requirements with regard to handling chemicals at all times in accordance with EU Regulation 1907/2006 dated December 18, 2006 (with revision status dated February 27, 2020, known as the "REACH Regulation"). In particular, Supplier shall carry out its duties from Art. 31 to 33 of the Regulation and furthermore shall immediately, without specific request, provide us with all information that we require under this contract/order on the basis of the REACH Regulation and that is relevant to the contractual use of the products to be supplied by Supplier. A supplier based outside the EU undertakes to fulfill the obligations incumbent on importers under the REACH Regulation. Supplier's obligations in this regard are essential contractual obligations (so-called "cardinal obligations"), the fulfillment of which is indispensable for fulfillment of the contract. If Supplier fails to fulfill its obligations in this regard, or fails to do so sufficiently or in a timely manner, Supplier shall indemnify us against all claims for damages incurred by us as a result of Supplier's failure to fulfill these obligations.
- 8.4 The safety data sheet in accordance with EC Regulation 1907/2006 ("REACH Regulation") and EC Regulation 1272/2008 ("GHS/CLP Regulation") remains with Supplier and must be presented upon request.
- 8.5 If an agreement has not been reached between us and Supplier regarding the type and scope of tests as well as the test equipment and methods, then, upon request of Supplier, we are prepared to discuss the tests with Supplier within the scope of our knowledge, experience and options to communicate the respectively required state of testing technology. Furthermore, upon request we shall inform Supplier about pertinent safety regulations.
- 8.6 When delivering objects to us for the first time, Supplier shall include complete technical documentation (such as part IDs, drawings, operating and maintenance instructions, IT documents) with the respective objects. Parts with a DIN designation must be identified accordingly. The foregoing provisions are valid, accordingly, for objects that have already been delivered before if their design has been modified. Furthermore, for all of its products, Supplier shall have its quality records include when, how and who has ensured that the delivery has been made flawlessly. This evidence shall be kept for 15 years and submitted to us as needed. Supplier shall be entitled to shorten the retention period of the evidence if able to rule out the possibility of danger to life or health when the products are used. Supplier shall obligate upstream suppliers to the same extent within the scope of the legal options.
- 8.7 In the case of materials requiring special treatment with regard to packaging, transport, storage, handling and disposal based on laws, regulations, other provisions, or due to their composition and effect on the environment, Supplier shall hand over to us with the quotation a completely filled-out safety data sheet, the data sheet required for potential resale abroad and an applicable accident procedures sheet (transport). In the case of changes to the materials or legal situation, Supplier shall provide us with updated data sheets without being asked to do so. Supplier undertakes to comply with Regulation (EU) 2017/821 on due diligence obligations in the supply chain for EU importers of tin, tantalum, tungsten, their ores, and gold from areas of conflict and high-risk areas ("EU Conflict Minerals Regulation"). Supplier shall ensure that all products, materials or components supplied by it that contain the aforementioned minerals originate exclusively from responsible sources that comply with the due diligence and verification obligations defined in the Regulation.
- Supplier undertakes in particular to
- Set up and maintain appropriate management systems and control mechanisms to ensure that the origin of the minerals used is traceable,
 - Disclose relevant evidence and information about the supply chain at the buyer's request, and
 - Inform the buyer immediately if there is any suspicion that the delivered materials originate from areas of conflict or high-risk areas in violation of legal requirements.
- A breach of these obligations shall be deemed a fundamental breach of contract and shall entitle the buyer to terminate the contract extraordinarily and to assert further legal rights.

IX. Inspection for Defects, Warranty

- 9.1 Acceptance of the delivery is subject to inspection for any quality and/or quantity defects.
- 9.2 We are obliged to inspect delivered goods for any quality and/or quantity defects within a reasonable period of time in accordance with the ordinary course of business; a complaint is deemed to be timely if it is received by Supplier within a period of eight working days. To this extent, Supplier waives the right to object to a delayed notice of defects.
- 9.3 We reserve the full rights to make legal claims due to material and legal defects; regardless of that, we are entitled to demand elimination of defects or a replacement from Supplier as we choose. In this case, Supplier is obligated to bear all the expenses required for the purpose of eliminating defects or making the replacement. In urgent cases we can, in agreement with Supplier, either carry out the repair ourselves or have it carried out by a third party. Supplier shall bear any costs incurred by this. The right to compensation for damages due to nonperformance remains reserved. Rectification of defects also includes the removal of the defective goods and their reinstallation, provided that the goods were installed in or attached to another item in accordance with their type and

intended use before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) remains unaffected.

- 9.4 The limitation period for liability for material and legal defects is 24 months starting from delivery of the goods, insofar as a legal limitation period is not longer in an individual case or another period has not been agreed upon in writing.

X. Product Liability, Indemnification, Liability Insurance Coverage

- 10.1 To the extent that Supplier is liable for product damage, Supplier is obligated to indemnify us against third-party claims to reimbursement for damages upon our first request, insofar as the cause is set within Supplier's domain and organizational area and Supplier is personally liable in relation to third parties.
- 10.2 Within the scope of Supplier's liability for cases of damage as defined in No. 9.1, Supplier is also obliged to reimburse any expenses incurred in accordance with Sections 683, 670 BGB, as well as Sections 830, 840, 426 BGB, which result from or in connection with measures taken by us to prevent damage (e.g. recall campaigns). We shall instruct Supplier—to the extent possible and reasonable—in the content and scope of the measures to be taken, as well as give Supplier opportunity to respond.
- 10.3 Supplier shall be obligated to maintain a product liability insurance policy with an amount of coverage of 5,000,000 (five million) EUR per case of personal injury/property damage (lump sum); if we are entitled to any further compensation claims, these shall remain intact.

XI. Property Rights

- 11.1 Supplier guarantees that no property rights or property right applications of third parties are violated in connection with Supplier's delivery.
- 11.2 If a third party makes a claim against us on this account, then Supplier shall be obligated to indemnify us from these claims upon our first written request. Without approval of Supplier, we are not entitled to make any agreements with the third party, particularly to make a compromise.
- 11.3 Supplier's duty to indemnify refers to all expenses that necessarily arise for us in connection with third-party claims.
- 11.4 The limitation period is ten years counting from the date of conclusion of the contract.

XII. Retention of Title, Provision of Materials, Tools

- 12.1 If Supplier has retained ownership of the goods that it has delivered until payment has been made in full, and if we have combined the goods with other objects to make a single item, whereby the other item is to be regarded as the principal object, then we are obligated to transfer co-ownership to Supplier proportionately, to the extent that the principal object belongs to us. If we resell the delivered goods in accordance with the law, then at this time we hereby cede to Supplier all of the claims against our customers arising from the sale, alongwith all ancillary rights, until all of the claims have been fully settled.
- 12.2 Upon Supplier's request, provided there is good reason, we are obligated to declare the cession to the third-party purchasers and to give Supplier the information and documents required for Supplier to assert its rights.
- 12.3 Supplier shall release the indemnifications it holds insofar as their value exceeds the claims to be indemnified by more than a total of 10%.
- 12.4 Insofar as we provide parts at Supplier's facility, we retain ownership of such parts. Processing or transformation by Supplier are carried out on our behalf. If provided parts are processed along with other objects that do not belong to us, we shall obtain co-ownership of the new object in proportion of the value of the provided parts relative to the other processed objects at the time of processing.
- 12.5 If provided parts are inseparably mixed with other objects that do not belong to us, we shall obtain co-ownership of the new object in proportion of the value of the provided parts relative to the other mixed objects at the time of processing. If the mixture takes place such that Supplier's object is to be considered the principal object, it shall be deemed agreed that Supplier conveys a proportionate share of co-ownership to us; Supplier shall hold in safekeeping the sole ownership or co-ownership on our behalf.
- 12.6 All documents provided by us to Supplier remain our property. They may only be used for the ordered delivery or service provision.
- 12.7 We reserve ownership rights to the tools provided to Supplier; Supplier is obligated to use the tools solely for manufacturing the goods we have ordered. Supplier is obligated to insure, at its own expense and valued as new, the tools that belong to us against damage from fire and water and against theft. Supplier is obligated to carry out any required maintenance and inspection work in a timely manner and at its own expense. Supplier shall notify us immediately of any accidents or other incidents; culpable failure to do so shall not affect claims to reimbursement for damages.

XIII. Minimum Wage

- 13.1 Supplier warrants that it will pay its employees at least the statutory minimum wage by no later than the time required by law.
- 13.2 In the event that Supplier's services are subject to Section 13 of the German Minimum Wage Act and/or Section 14 of the German Posted Workers Act, Supplier shall provide us immediately with information and proof of

payment of the minimum wage at the specified time by Supplier and its subcontractors that are active with regard to this contract. We are entitled to withhold the owed compensation until such time as the proof is provided. If Supplier does not succeed in providing proof within 1 month after being demanded to do so, we shall be entitled to withdraw from the contract and assert any claims for damages.

- 13.3 Upon first written request, Supplier shall indemnify us from all claims of third parties, insofar as these claims are based on nonpayment of the minimum wage in accordance with the German Minimum Wage Act. The release from liability shall be limited to the amounts set forth in Section 14 of the German Posted Workers Act.

XIV. Supplier's Declaration

- 14.1 Supplier undertakes, for all articles it supplies to us, to furnish us with an annual long-term Supplier's declaration (in accordance with Council Regulation (EC) No. 1207/2001 dated June 11, 2001).
- 14.2 Supplier acknowledges our Supplier Code of Conduct, which is an integral part of our supply relationship and is published in its current version on the company's website.

XV. Final Provisions

- 15.1 German law shall apply. The regulations of the UN Convention on Contracts for the International Sale of Goods shall not apply.
- 15.2 The exclusive place of jurisdiction for all present and future claims arising from this business relationship is Ulm, Germany. However, we have the right to assert our claims against Supplier, at our discretion, also at Supplier's court of domicile, or at the courts where our branch offices are based if the claims arise from the business relationship with a branch office.
- 15.3 Should individual provisions of these General Terms and Conditions of Sale be invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall endeavor to replace the invalid clause with another clause that comes closest to the economic purpose and legal meaning of the original wording and is in accordance with the relevant statutory provisions.
- 15.4 We collect and process data in accordance with the EU General Data Protection Regulation and the Federal Data Protection Act (BDSG).