KÄSSBOHRER GELÄNDEFAHRZEUG AG

Terms and Conditions for the Sale of Used Off-Road Vehicles and Used Parts for Exclusive Use vis-à-vis Entrepreneurs within the meaning of Section 310(1) of the German Civil Code (BGB), As of 09/2026

I. General Information

1.1 The following terms and conditions apply to the sale of used off-road vehicles and/or used parts for off-road vehicles – including attachments and tracks – as well as all other related deliveries and/or services that we perform for the buyer within the scope of this order or further follow-on orders. Conflicting general terms and conditions of the buyer shall only apply if we expressly confirm this in writing.

1.2 The buyer may only assign claims arising from contracts concluded with us, or have them collected by third parties, with our prior written consent, provided that the buyer's interests are not unreasonably impaired thereby. Partial or multiple assignations shall always require our prior written consent. Furthermore, assignments of any kind always require our prior written consent if the order is based on a credit or installment transaction.

1.3 For the validity of all our communications, requests, reminders, and other notices to the buyer in connection with this contract, the sending of a written notice to the buyer's last known address shall suffice, provided that the declarations are not of material significance to the buyer.

1.4 The contracting parties are entitled to use digital signatures upon vehicle handover.

1.5 There is both a German-language and an English-language version of these General Terms and Conditions. In case of doubt as to interpretation, the German version shall prevail.

1.6 For repairs outside the scope of liability for material defects and defects of title, our general repair conditions in their respectively valid version shall apply.

II. Conclusion of Contract and Content

2.1 Our offers are subject to change and constitute an invitation to the buyer to place an order with us.

2.2 An order from the buyer is a binding offer, which we can accept within four weeks of receipt by means of a written order confirmation. The contract is concluded upon receipt of this order confirmation by the buyer.

2.3 Unless specifications regarding condition and other ancillary agreements have been agreed upon post-contractually, they must be made in writing.

2.4 Verbal or written orders and/or order extensions shall only apply if they are confirmed by us in writing.

2.5 Information contained in descriptions, prospectuses, 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 object of purchase is merely of a contract-preparatory nature, unless there is an express written agreement on the condition in accordance with Sections 2.2 or 2.3.

2.6 If, after conclusion of the contract, we are prevented from making delivery in accordance with the contract, permanently or for a not merely insignificant period of time, for reasons for which we are not responsible and which were not foreseeable for us at the time of conclusion of the contract despite the exercise of customary commercial diligence, we shall be entitled to postpone the delivery date appropriately. This applies in particular in the event of force majeure, labor disputes, fire, significant operational disruptions, delivery failures by sub-suppliers, official measures, embargoes, or other obstacles under export control or sanctions law.

We will inform the buyer immediately of the impediment to performance and its expected duration. If the impediment to performance lasts longer than three months, or if it is foreseeable beforehand that delivery will become definitively impossible or unreasonable for us, both contracting parties shall be entitled to withdraw from the contract. Statutory rights of withdrawal remain unaffected.

2.7 Unless otherwise agreed, the INCOTERMS 2020, including the amendments valid at the time of conclusion of the contract, shall apply to the interpretation of customary commercial terms.

III. Prices

The prices of the order are ex works, without cash discount, plus value added tax (VAT). Agreed ancillary services (e.g., transfer costs) will be invoiced additionally.

IV. Payment and Default in Payment

4.1 The purchase price and prices for other deliveries and services, plus value added tax (VAT), are to be paid by bank transfer upon handover of the object of purchase – but no later than two weeks after receipt of the notification of readiness for delivery. The receipt of the funds in our account is decisive for the timeliness of the payment. We cannot accept cash payments.

4.2 Insofar as payments are made on account of performance, we are entitled, but not obliged, to pursue the realization of these payments or the enforcement of the resulting claims against third parties at the buyer's expense. The buyer must pay a reasonable advance for this.

4.3 In the case of an installment agreement, the entire remaining debt becomes due for payment immediately – regardless of the maturity of any bills of exchange – if the buyer either refuses further payments – without being entitled to do so – or falls into arrears with an installment for more than 14 days, or if insolvency proceedings are filed against their assets.

4.4 The buyer may only offset against our claims with undisputed or legally established counterclaims and may only exercise a right of retention insofar as it is based on the same contractual relationship, and, in the event of a defect in our performance, only to the extent that the retained amount may not significantly exceed the costs of remedying the defect.

4.5 If a contracting party suspends its payments or if insolvency proceedings or out-of-court settlement proceedings are filed, the other party is entitled to withdraw from the contract with respect to the unfulfilled part.

4.6 If we have multiple outstanding claims against the buyer and the buyer's payments are not made against a specific claim, we are entitled to determine to which of the outstanding claims the payment has been applied.

4.7 We may charge default interest in the amount of 9 percentage points above the respective base interest rate in accordance with Section 247 of the German Civil Code (BGB) and withhold further performance until all due invoices have been settled. Any applicable value added tax (VAT) shall be borne by the buyer. The right to prove greater damage is reserved.

4.8 By placing the order, the buyer confirms their solvency or creditworthiness. If justified doubts arise as to the solvency or creditworthiness of the buyer, e.g., due to sluggish payment methods, default in payment, or protested checks, we are entitled to demand security deposits or cash payment concurrently with performance. If the buyer does not comply with this request within a reasonable period set for them, we may withdraw from the unfulfilled part of the contract or suspend our deliveries until payment is received. The setting of a deadline is unnecessary if the buyer is visibly unable to provide the security deposit.

4.9 Payment dates remain valid even if delays in delivery occur without any fault on our part.

4.10 We are entitled to demand a reasonable advance payment upon conclusion of the contract. Interest will not be paid on this.

4.11 Unless we ship the goods ourselves, foreign customers must provide the proof of export necessary for VAT exemption themselves and send it to us; if the foreign customer fails to provide the proof of export, they must pay us the value added tax (VAT), just like our domestic customers.

4.12 Our payment claims become time-barred within 5 years, unless longer periods are stipulated by law. The commencement of the limitation period is governed by Section 199 of the German Civil Code (BGB).

V. Delivery, Default in Delivery, and Impossibility

5.1 Delivery dates are only binding if they have been agreed upon in writing and expressly designated by us as binding.

5.2 If the scope of the order and/or work changes or expands compared to the original contract, either at the request of the buyer and/or due to a technical circumstance that could not be foreseen upon conscientious technical examination at the time the contract was concluded, and a delay occurs as a result, an agreed delivery date or an agreed delivery period shall be postponed by the time required for the proper execution of this change or expansion from an expert point of view.

5.3 If an agreed delivery date or an agreed delivery period cannot be met due to force majeure, riot, strike, lockout, or significant operational disruptions for which we are not responsible, in particular due to a lack of skilled personnel or deliveries from suppliers, the period of the delay shall be added to the original date.

5.4 If a non-binding delivery date or a non-binding delivery period is exceeded by more than two weeks, or in the case of complex preparatory work by more than four weeks, the buyer may request us in writing to fulfill the order within two further weeks after receipt of the respective request. Only after this period has expired shall we be in default.

5.5 We are obliged to inform the buyer of any delays at the earliest possible time, insofar as this is reasonable.

5.6 Our liability for pure damages caused by delay suffered by the buyer (Sections 280, 286 of the German Civil Code (BGB)) is limited to typical damages up to an amount of 0.5% of the purchase price for each full week of delay, up to a maximum total of 5% of the purchase price, unless the buyer proves that higher damages were foreseeable and have occurred. We can avert claims for damages caused by delay by providing a replacement vehicle that is as equivalent as possible; in this respect, we have the choice of either providing our own vehicle or assuming 90% of the costs for the actual use of a rental vehicle that is as equivalent as possible.

5.7 Any claim for damages due to non-performance to which the buyer is entitled in the event of our default in performance or cases of impossibility of performance for which we are responsible shall be limited to typical damages up to a maximum amount of 10% of the purchase price, unless the buyer proves that higher damages were foreseeable and have occurred.

5.8 We are liable in accordance with the statutory provisions if the underlying purchase contract is a fixed-date transaction within the meaning of Section 376 of the German Commercial Code (HGB). We are also liable in accordance with the statutory provisions if, as a consequence of a delay in delivery for which we are responsible, the buyer is entitled to claim that their interest in the further performance of the contract has ceased to exist. Furthermore, we are also liable in accordance with the statutory provisions if the delay in delivery for which we are responsible is based on the culpable breach of a material contractual obligation (an obligation the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which the contractual partner may regularly rely). In the aforementioned cases, however, liability for damages is limited to the foreseeable, typically occurring damage.

5.9 The preceding limitations of liability shall not apply if we or our legal representatives and vicarious agents are responsible for intent or gross negligence, or in the event of injury to life, body, or health. The buyer's right to withdraw from the contract remains unaffected.

5.10 We reserve the right to make technical changes during the delivery period, provided that the object of purchase is not significantly changed for its customary use or the use presupposed under the contract, and the changes are reasonable for the buyer. However, we are not obliged to make such changes to vehicles that have already been delivered.

VI. Place of Performance, Acceptance, Passing of Risk

6.1 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 transaction concluded by a branch office, the place of performance is the seat of this branch office.

6.2 The risk of destruction, loss, or damage to the goods passes to the buyer upon notification and proper provision of the goods at the agreed place of acceptance. If the object of purchase is shipped at the buyer's request, the risk passes to the buyer upon handover to the transport company, the forwarding agent, or any other person designated to carry out the shipment. This also applies if we exceptionally bear the shipping costs. Unless otherwise agreed, we shall determine the mode of shipment, the means of transport, and the type and scope of packaging at our reasonable discretion.

6.3 In the event of damage or loss of the goods during transport, the buyer must immediately arrange for an inventory to be taken and notify us thereof. Claims arising from any transport damage must be asserted against the forwarding agent by the buyer without delay.

6.4 Unless expressly agreed otherwise, freight costs paid by us shall only be deemed as an advance payment on behalf of the buyer and must be reimbursed by the latter. Additional costs for an expedited mode of shipment requested by the buyer or necessitated by reasons within their sphere of risk shall be borne by the buyer; this also applies if we have agreed in individual cases to bear the standard freight costs. We shall bear the additional costs for an expedited mode of shipment that becomes necessary exclusively due to a delay in delivery for which we are responsible, or which is selected by us without the buyer's initiation.

6.5 We are only obliged to take out insurance policies upon a specific written order from the buyer, to the extent specified, and at their expense.

6.6 The buyer has the right to inspect the object of purchase at the agreed place of acceptance within two weeks after receipt of our notification of readiness for delivery, and the obligation to accept the object of purchase within this period.

6.7 Acceptance within the meaning of Section 433(2) of the German Civil Code (BGB) is a mutual primary performance obligation of this contract. If the buyer defaults on their obligation to accept the object of purchase, we are also entitled to the rights under Sections 280 et seqq., 323 et seqq. of the German Civil Code (BGB).

6.8 If we withdraw from the contract due to a breach of duty by the buyer or demand damages in lieu of full performance, we are entitled to demand liquidated damages in the amount of 15% of the purchase price. The damages shall be set higher or lower if we can prove higher damages or if the buyer can prove lower or no damages.

VII. Retention of Title

7.1 The object of purchase remains our property until all claims to which we are entitled under the purchase contract have been settled. The retention of title also remains in effect for all claims that we subsequently acquire against the buyer in connection with the object of purchase, e.g., due to repairs and/or deliveries of spare parts. The retention of title also applies to claims we have

against the buyer arising from ongoing business relationships. If the value of the granted securities exceeds our claims by more than 10%, we are obliged, at the buyer's request, to retransfer securities at our reasonable discretion to the extent that the securing limit is exceeded.

7.2 At the buyer's request, we are obliged to waive the retention of title if the buyer has fulfilled all claims in connection with the object of purchase and an adequate security otherwise exists for the remaining claims from the ongoing business relationship.

7.3 For the duration of the retention of title, the buyer is entitled to possess and use the object of purchase, provided they fulfill their obligations arising from the retention of title in accordance with the following provisions of this section and are not in default of payment. In the event of a breach of contract by the buyer, in particular in the event of default in payment, we are entitled to repossess the purchased goods after setting a reasonable deadline. Repossession of the purchased goods by us constitutes a withdrawal from the contract. Following written notice with a reasonable deadline, we may realize the object of purchase in the best possible way through a private sale, offsetting the realization proceeds against the purchase price. If we demand the surrender of the object of purchase, the buyer is obliged to surrender the object of purchase to us immediately, to the exclusion of any rights of retention – unless they are based on the purchase contract. Upon repossession of the object of purchase, we are entitled to have the estimated value determined by a publicly appointed and sworn expert designated by us. We are entitled to offset the object of purchase at this estimated value. All costs for the repossession and realization of the object of purchase shall be borne by the buyer. We are entitled to charge realization costs at a flat rate of 10% of the realization proceeds, including value added tax (VAT). They shall be set higher or lower if we prove higher or the buyer proves lower costs. The proceeds will be credited to the buyer after deduction of the costs and other claims related to the purchase.

7.4 As long as the retention of title exists, a sale, pledge, transfer of ownership by way of security, rental, or other transfer of the object of purchase impairing our security, as well as its modification, is only permissible with our prior written consent.

7.5 If the buyer acquires the object of purchase for the purpose of resale known to us, they are entitled to do so within the scope of proper business operations, as long as they are not in default towards us. Already upon conclusion of the purchase contract with us, the buyer assigns to us the claims against their customers to which they are entitled from the resale or from any other legal ground – even in the event of an unauthorized resale – in the amount of the invoice value of the object of purchase delivered by us.

With the suspension of payments, filing or opening of insolvency proceedings, or out-of-court settlement proceedings, as well as in the event of a protested check or bill of exchange, the right to resell and the authority to collect assigned claims shall expire. In these cases, the buyer is obliged to render an account to us immediately and without being requested to do so, regarding the products delivered under retention of title and the assignments of claims.

Amounts collected by the buyer from assigned claims must be managed separately until transferred to us, in order to exclude clearing and/or offsetting with overdrawn bank accounts.

7.6 In the event of access by third parties, in particular in the event of seizures of the object of purchase or the exercise of a workshop's contractor's lien, the buyer must notify us immediately in writing and draw the third party's attention to our retention of title without delay. The buyer shall bear all costs that must be incurred to lift the access and to recover the object of purchase, insofar as they cannot be collected from third parties.

7.7 The buyer must immediately take out comprehensive insurance with a reasonable deductible for the duration of the retention of title, with the proviso that the rights under the insurance contract belong to us. The buyer must ensure that the insurance company issues a cover note even before payment of the first premium. If the buyer does not comply with this obligation despite a written reminder, we may take out the comprehensive insurance ourselves at the buyer's expense,

disburse the premium amounts, and collect them as parts of the claim arising from the purchase contract. The benefits from the comprehensive insurance must – unless otherwise agreed – be used in full for the repair of the object of purchase. If we waive repair in the event of severe damage, the insurance benefit will be used to pay off the purchase price, the prices for ancillary services, and the costs advanced by us.

7.8 The buyer is obliged to keep the object of purchase in a proper condition during the period of retention of title, and to have all maintenance work prescribed by us and necessary repairs carried out immediately – except in emergencies – by us (branch plant or subsidiary) or by a workshop recognized by us for the servicing of the object of purchase (authorized workshop).

VIII. Liability for Material Defects and Defects of Title

8.1 Unless otherwise agreed in individual cases, the buyer's rights due to a material defect of the used off-road vehicle or used parts for off-road vehicles are excluded. Excluded from this are claims for damages resulting from injury to life, body, or health, and for compensation for other damages based on an intentional or grossly negligent breach of duty by us. A breach of duty by us is equivalent to that of a legal representative or vicarious agent.

Also excluded from the aforementioned disclaimer of liability are the buyer's claims for damages arising from the culpable breach of a material contractual obligation (an obligation the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which the contractual partner may regularly rely). In the event of a slightly negligent breach of material contractual obligations, however, our liability is limited to the damage typically foreseeable at the time of the conclusion of the contract.

We warrant that we are not aware of any hidden defects. The buyer has inspected the object of purchase; they are purchasing it in its current age-related condition.

8.2 For digital elements of our products, we owe a provision and, if applicable, an update of the digital content only insofar as expressly agreed, strictly required for the maintenance of the agreed condition/functionality, security, or mandatory by law.

8.3 For purchase contracts concluded on or after December 31, 2027, the following applies: The repairability of the delivered machine is expressly not owed. Repair options consist exclusively of the replacement of assemblies; repair at the component level and further repair options, in particular the provision of spare parts or repair information beyond statutory requirements, are not owed. The parties agree that repairability within the meaning of Section 434(3) Sentence 2 of the German Civil Code (BGB) does not belong to the customary characteristics of the item and is to this extent derogated from the objective requirements.

8.4 If new parts are also sold or work services are performed in a material connection with the sale of used off-road vehicles or used parts for off-road vehicles, the following shall apply:

- Insofar as obvious defects are not reported to us in writing within twelve working days after acceptance of the vehicle, or if a defect in the sold new parts becomes apparent later and this is not reported in writing immediately after discovery of the defect, the vehicle shall be deemed approved.
- In the event of not merely insignificant material defects and defects of title in the new parts sold or work services performed in material connection with the sale of used off-road vehicles or used parts for off-road vehicles, the buyer may only demand the remedying of the defect, whereby we are entitled to three attempts at subsequent improvement. If it follows from the nature of the defect or other circumstances that the subsequent improvement has not yet failed and that this is reasonable for the contractual partner, we are entitled to further subsequent improvements.

8.5 The aforementioned claims become time-barred twelve months from the delivery of the new parts or from the acceptance of the work services.

IX. Liability

Without prejudice to the aforementioned more specific provisions regarding default, impossibility (V.), and liability for material defects and defects of title (VIII.), we are only liable for damages in accordance with the following provisions if we have caused them culpably:

9.1 If our obligation to pay damages is based on the merely slightly negligent breach of material contractual obligations (obligations the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which the contractual partner may regularly rely), we limit our liability for damages, as well as that of our legal representatives, vicarious agents, salaried employees, workers, or staff, to the foreseeable damage typical for the contract, unless it concerns injury to life, body, or health.

9.2 If our obligation to pay damages is based on the merely slightly negligent breach of non-material ancillary obligations, we exclude our liability for damages, as well as that of our legal representatives, vicarious agents, salaried employees, workers, and staff, unless it concerns injury to life, body, or health.

9.3 Insofar as we are liable for damages to the object of purchase itself in the event of slight negligence, compensation shall be limited to repair free of charge. If this is impossible or entails disproportionately high costs, the replacement value on the day of the damage must be reimbursed.

9.4 Exclusions of liability do not apply to damages for which we must answer under the Product Liability Act or due to special imputations of risk (e.g., Section 444 of the German Civil Code (BGB)).

9.5 In order to comply with their duty to mitigate damages, the buyer must report any damages in writing without delay.

9.6 Insofar as the buyer resells the object of purchase or transfers it to third parties, our statutory and contractual limitations of liability under these terms and conditions remain unaffected. The buyer's claims against us only exist to the extent that the buyer has incurred their own compensable damage and this is to be compensated in accordance with these terms and conditions. Any liability beyond this, in particular for warranties, goodwill gestures, contractual penalties, or further liability commitments voluntarily assumed by the buyer towards their customer, is excluded, unless we have expressly consented to them in writing beforehand.

X. Confidentiality

10.1 The buyer undertakes to treat all aspects of the business relationship worthy of protection as confidential. In particular, they shall treat all non-obvious commercial and technical details that become known to them through the business relationship as trade secrets. Information or aspects of the business relationship that were demonstrably already known to the contractual partner prior to disclosure by us do not fall under the confidentiality obligation. The buyer shall ensure that their employees are also correspondingly bound to confidentiality.

10.2 Reproduction of the documents provided to the buyer is only permitted within the scope of operational requirements and copyright provisions.

10.3 Without our written consent, all documents may not be made accessible to third parties, either in whole or in part, or used outside the purpose for which they were provided to the buyer.

10.4 Even partial disclosure of the business relationship with us to third parties may only take place with our prior written consent. The buyer shall also oblige third parties to maintain confidentiality within the framework of a similar agreement.

XI. Export Control / End Use

11.1 The buyer undertakes to comply with all applicable national, European, and international regulations of foreign trade and export control law.

11.2 Insofar as this is required under the respectively applicable export control regulations or requested by the competent authorities, the buyer must submit an end-use certificate from the actual end user to the seller prior to delivery in the form specified by us.

11.3 The buyer warrants that the delivered goods are intended exclusively for the specified civil end-use purpose and will not be

- used for military purposes,
- for nuclear, chemical, or biological weapons programs,
- or for other purposes prohibited under the relevant export control law.

11.4 A resale, rental, transfer, or other provision of the goods to third parties or to other countries is only permissible insofar as this is permitted under export control law and the buyer ensures that the new end user also complies with the corresponding end-use and end-destination requirements; necessary end-use certificates must be obtained in advance in this case.

11.5 The buyer undertakes not to sell, export, or re-export the delivered goods, either directly or indirectly, to Russia or to Belarus, or to make them available for use in these countries, if and to the extent that this is prohibited under the respectively applicable provisions of EU Regulation 833/2014 as well as other relevant sanction regulations. The buyer further undertakes to take all necessary and appropriate measures to prevent an evasion of these regulations by third parties. In particular, the buyer shall correspondingly oblige their customers (forwarding obligation) and, at the seller's request, provide suitable evidence of compliance with these obligations.

11.6 We are entitled to withhold deliveries or withdraw from the contract if necessary end-use certificates or evidence are not submitted, not submitted in full, or not submitted in a timely manner, or if justified doubts exist regarding compliance with export control or sanction law requirements.

11.7 The buyer shall indemnify us against all damages, official measures, fines, and other disadvantages resulting from a culpable violation of the aforementioned obligations.

XII. Data Use

12.1 We process the data from vehicles equipped with a telemetry system (hereinafter connected products) or related services within the meaning of the Data Act on the basis of these data use regulations. Detailed information on the type, scope, generation, storage, and access to Product Data and Related Service Data can be found in the information provided to the contractual partner at https://www.kaessbohrerag.com/eu-data-act in accordance with Art. 3(2) and (3) of the Data Act. The aim of data use is, in particular, faster fault diagnosis, early detection of maintenance requirements, and the minimization of downtime and maintenance costs.

12.2 Scope of data collection

The subject of the use agreed upon here is the following Product Data:

- Machine master data (e.g., model, type, machine number)
- Operating data and performance data of the machine (e.g., fuel consumption, engine rpm, speed)
- Movement data (e.g., location, direction of travel, route)
- Service and maintenance data
- Environmental information
- Usage and traffic data (e.g., SIM status, connectivity status)

- Technical log and documentation data

The data is recorded directly via the vehicle's CAN bus and transmitted to a cloud server via an encrypted connection.

In addition, we process data from the services related to the products (such as SnowSat).

12.3 Data processing and use

We are entitled to process and use non-personal Product Data and Related Service Data for the following purposes:

- Execution and processing of contracts
- Support, warranty, and service provisions
- Ensuring operation, safety, and functionality
- Quality control and error analysis
- Improvement of existing products and services
- Development of new products and services, including AI-based solutions

12.4 Data access and disclosure

Access to the Product Data and Related Service Data is granted exclusively to authorized employees as well as authorized dealers or service providers, insofar as this is necessary to fulfill the aforementioned purposes. In addition, we are entitled to disclose Product Data and Related Service Data to affiliated companies or commissioned service providers (in particular cloud, hosting, and IT service providers). The prerequisite is that the use occurs exclusively for the purposes specified in this contract and that appropriate technical and organizational protective measures are in place.

12.5 Protection of personal data

Personal data is processed exclusively within the framework of applicable data protection laws.

12.6 We implement appropriate technical and organizational measures to prevent unauthorized access, ensure the necessary data integrity, and avoid misuse.

12.7 The contractual partner's rights to access the data are governed by the Data Act and the information provided in accordance with Art. 3 of the Data Act.

12.8 The contractual partner can access the data via the connected services or request data access via the provided communication channels.

12.9 Insofar as trade secrets of Kässbohrer AG within the meaning of Section 2(1) of the Trade Secret Protection Act (GeschGehG) are made accessible or disclosed to the contractual partner within the scope of data access, these may be used exclusively for the purpose of the permitted use of the data under this contract. Trade secrets include, in particular, all information (such as code, platform architecture, algorithms, data models, interfaces, security concepts) that can be used to analyze the functioning of Kässbohrer products, up to and including reverse engineering. The contractual partner is obliged to treat trade secrets confidentially, to protect them against unauthorized access, use, or disclosure by implementing appropriate technical and organizational measures, and not to use them to develop competing products or to gain competitive intelligence about the data holder. Disclosure to third parties is only permissible insofar as this is necessary for the permitted use of the data and the third party has previously been bound to confidentiality in writing accordingly. The statutory rights of the contractual partner under the Data Act remain unaffected.

12.10 By using the vehicle and activating the telemetry functions, the contractual partner expressly agrees to the collection, processing, use, and storage of the Product Data and Related Service Data in accordance with this clause.

12.11 We point out that the operator must obtain a declaration of consent from their drivers as a precaution, since the application of the telemetry solution stores Product Data or Related Service Data that they can assign to a specific driver. The operator shall indemnify us against any claims arising from the failure to obtain, or the incorrect obtaining of, the drivers' consent. This also includes claims for damages, fines, or other legal consequences.

XIII. Final Provisions

13.1 German law applies. The regulations of the UN Convention on Contracts for the International Sale of Goods shall not apply.

13.2 The exclusive place of jurisdiction for all current and future claims arising from the business relationship is Ulm. However, we also have the right, at our discretion, to assert our claims against the buyer at the court of the buyer's domicile or at the courts at the registered office of our branch offices, if the claims relate to the business relationship with a branch office of ours.

13.3 Should individual parts 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.

13.4 We collect and process data in accordance with the EU General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).