KÄSSBOHRER GELÄNDEFAHRZEUG AG

Terms and Conditions of Repair for Off-Road Vehicles and Parts for Off-Road Vehicles 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 all repair work, deliveries of spare parts, and/or other services that we perform for the client within the scope of this order or further follow-on orders on and/or for off-road vehicles and/or parts for off-road vehicles – including attachments and tracks. Conflicting general terms and conditions of the client shall only apply if we expressly confirm this in writing.

1.2 The client 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 client'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 client in connection with this contract, the sending of a written notice to the client's last known address shall suffice, provided that the declarations are not of material significance to the client.

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 the version dated 09/18/2019 shall apply. Later versions shall become part of the contract if the client does not object within one month after they have been communicated to them.

II. Conclusion of Contract and Content

2.1 A contract is concluded upon the signing of the respective order form by the client themselves or by their authorized representative (e.g., driver). Unless assurances and other ancillary agreements have been agreed upon post-contractually, they must be made in writing.

2.2 Verbal or written orders and/or order extensions shall only apply if they are either confirmed by us in writing or the order is actually carried out accordingly.

2.3 The execution of unagreed work requires the prior consent of the client, unless the client cannot be reached at short notice, the work is absolutely necessary for the road safety of the item to be repaired, and the order price does not increase as a result by more than 10% for orders up to EUR 500.00, or by more than 5% for orders over EUR 500.00.

2.4 Old parts must be taken back upon acceptance of the subject matter of the order or at the latest within 2 weeks after our notification regarding the completion of the repair work. If this is not done, the old parts may be scrapped without remuneration; the costs incurred for this shall be borne by the client. We will explicitly advise the client of the consequences of not taking back the old parts in a timely manner upon acceptance of the subject matter of the order or with the notification regarding the completion of the repair work.

2.5 Insofar as necessary for the proper fulfillment of the order, we are entitled to carry out test and inspection drives with the off-road vehicles entrusted to us for repair. The awarding of subcontracts is permissible.

III. Cost Estimate and Prices

3.1 Cost estimates do not include the additionally applicable value added tax (VAT). They are only binding if they are submitted by us in writing and expressly designated by us as binding.

3.2 The prices of the order are 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 Repair work, deliveries of spare parts, and other services are to be paid by bank transfer, plus value added tax (VAT), upon acceptance, but no later than two weeks after announcement of the completion of the repair work. 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 client's expense. The client 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 client 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 client 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 client and the client'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 client. The right to prove greater damage is reserved.

4.8 By placing the order, the client confirms their solvency or creditworthiness. If justified doubts arise as to the solvency or creditworthiness of the client, 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 client 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 client is visibly unable to provide the security deposit.

4.9 Insofar as the item to be repaired is the sole property of the client, we may demand progress payments appropriate to the progress of the repair. These become due upon receipt of a corresponding request and will be credited against the final invoice amount.

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. Completion, Default, and Impossibility

5.1 Completion 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 work changes or expands compared to the original order, either at the request of the client 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 completion date 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 completion date 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 completion date.

5.4 If a non-binding completion date is exceeded by more than one week, the client may request us in writing to fulfill the order within a further week 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 client (Sections 280, 286 of the German Civil Code (BGB)) is limited to typical damages up to an amount of 0.5% of the order value for each full week of delay, up to a maximum total of 5% of the order value, unless the orderer 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 client 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 order value, unless the client proves that higher damages were foreseeable and have occurred.

5.8 The preceding limitations of liability shall not apply if we are responsible for intent or gross negligence, or in the event of injury to life, body, or health. The client's right to withdraw from the contract remains unaffected.

VI. Acceptance

6.1 Insofar as the repair was carried out in one of our workshops or a workshop authorized by us, the client has the right to inspect the vehicle in the workshop within one week after the announcement of completion, and the obligation to accept it within the aforementioned period. If the client defaults on acceptance, we may charge them the customary local storage fees for daily garaging.

6.2 If the repair is carried out at the client's place of business, they must accept the vehicle immediately after completion of the repair. Insofar as environmental conditions permit, a prior test drive within customary limits is permissible.

6.3 Upon expiration of two weeks after written notification of the completion of the repair work, the work shall be deemed accepted. The client will be specifically advised of this consequence once again in the written notification regarding completion.

VII. Retention of Title

7.1 Insofar as installed accessories, spare parts, and assemblies (hereinafter collectively referred to as "spare parts") have not become essential components of the subject matter of the order, they shall remain our property until all claims to which we are entitled on the basis of this order have been settled. The retention of title also remains in effect for all claims that we subsequently acquire against the client in connection with possible further repairs to the subject matter of the order. The retention of title also applies to claims we have against the client arising from ongoing business relationships. If the value of the granted securities exceeds our claims by more than 10%, we are obliged, at the client's request, to retransfer securities at our reasonable discretion to the extent that the securing limit is exceeded.

7.2 At the client's request, we are obliged to waive the retention of title if the client has fulfilled all claims in connection with the subject matter of the order 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 client is entitled to possess and use the spare parts, 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 client, in particular in the event of default in payment, we are entitled to repossess the spare parts after setting a reasonable deadline. Repossession of the spare parts by us constitutes a withdrawal from the contract. Following written notice with a reasonable deadline, we may realize the spare parts in the best possible way through a private sale, offsetting the realization proceeds against the purchase price. If we demand the surrender of the spare parts, the client is obliged to surrender the spare parts to us immediately, to the exclusion of any rights of retention – unless they are based on the order. Upon repossession of the spare parts, 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 spare parts at this estimated value. All costs for the repossession and realization of the spare parts shall be borne by the client. 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 client proves lower costs. The proceeds will be credited to the client after deduction of the costs and other claims related to the order.

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 spare parts impairing our security, as well as their modification, is only permissible with our prior written consent.

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

7.6 The client is obliged to keep the spare parts 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 subject matter of the order and the spare parts (authorized workshop).

VIII. Liability for Material Defects and Defects of Title

8.1 Insofar as obvious defects are not reported to us in writing within twelve working days after acceptance of the vehicle, the vehicle shall be deemed approved.

8.2 The remedying of material defects shall take place, at our discretion, only through free replacement delivery or free repair of the defective parts.

8.3 In the event of not merely insignificant material defects and defects of title, the client 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.

If the subsequent improvement has failed, the client is entitled to reduce the price or, at their discretion, withdraw from the contract and assert the right to damages in accordance with the statutory provisions and Section IX of these terms and conditions.

8.4 The aforementioned claims become time-barred in twelve months, whereby this period begins upon acceptance.

8.5 The client has no claims for damages that have only occurred because

- they failed to report a defect immediately upon detection and failed to comply with our request to cease using the vehicle and/or to present the vehicle,
- the parts of the subject matter of the order affected by the defect have in the meantime been improperly modified or repaired by another workshop at the client's instigation or under the client's own direction, even though we had declared our readiness for immediate defect rectification upon the client's request.

8.6 We assume no warranty for makeshift repairs carried out at the client's request.

IX. Liability

Without prejudice to the aforementioned more specific provisions regarding default, impossibility (V), and liability for material defects and defects of title (X), we are 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, or 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 client must report any damages in writing without delay.

9.6 Insofar as the client 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 client's claims against us only exist to the extent that the client 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 client towards their customer, is excluded, unless we have expressly consented to them in writing beforehand.

X. Lien

10.1 On account of our claims arising from the order, the client agrees with us on a right of retention as well as a lien on all objects that have come into our possession on the basis of the order.

10.2 The contractual lien may also be asserted on account of claims arising from previously performed repair work, deliveries of spare parts, and other services, insofar as they are related to the subject matter of the order. For other claims arising from the business relationship, the contractual lien only applies insofar as these claims are undisputed or a legally binding title exists and the subject matter of the order belongs to the client.

10.3 The realization of the pledge may take place after the expiration of two weeks following receipt by the client of the threat to sell the pledge.

XI. Data Use

11.1 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.

11.2 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).

11.3 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

11.4 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.

11.5 Protection of personal data

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

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

11.7 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.

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

11.9 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.

11.10 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.

11.11 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.

XII. Final Provisions

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

12.2 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 client at the court of the client'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.

12.3 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.

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