

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF TERBERG HS GMBH

Version August 2026

§1 General

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following terms shall have the following meanings:

Terberg:	the limited liability company Terberg HS GmbH, contracting party to the contract.
Terms & Conditions:	the General Terms and Conditions of Delivery and Payment of Terberg HS GmbH (as of August 2026).
Terms and conditions of third parties:	the general terms and conditions of Terberg's supplier(s) in the context of the performance of the contract, as described in the contract.
Services:	the services to be provided by or on behalf of Terberg under the agreement.
Distributors:	the natural or legal person with whom Terberg has concluded a distribution agreement according to which this natural or legal person is entitled to offer the services provided on the Terberg Service Portal to third parties on its own account.
Intellectual Property/IP:	means patents, utility models, trademarks, service marks, logos, trade names, Internet domain names, registered designs, rights in unregistered designs, copyrights (including rights in computer software) and moral rights, database rights, semiconductor topography rights, rights in know-how, trade secrets and other intellectual property rights, in each case whether registered or unregistered, and including applications for registration, as well as any rights or forms of protection having the same or similar effect in any country, territory or part of the world, together with all or any related goodwill.
Customer:	the other party to the agreement with Terberg.
Contract:	the written agreement between the parties for the manufacture and/or sale and supply of vehicles and/or products and/or the provision of services.
Parties:	the customer and Terberg, together or individually.
Products:	the products to be manufactured and/or sold and delivered by or on behalf of Terberg as described in the agreement, with the exception of vehicles.
Results:	the results of the provision of a service by or on behalf of

Terberg.

Terberg Service Portal:	means any combination of services and software so designated by Terberg that is offered to the customer by Terberg as a service.
Terberg data:	has taken into account the provisions of Article 16.3 certain meaning.
Terberg IP:	has taken into account the provisions of Article 16.1 certain meaning.
Vehicles:	the vehicles to be manufactured, processed and/or sold and delivered by or on behalf of Terberg as described in the contract.
Government representatives	(a) any person who holds a position, even on a temporary basis and without remuneration, or who is employed by public authorities or by legal entities directly or indirectly controlled by public authorities (whether national or foreign); b) an employee, officer, or representative of a government agency (as defined below) or a person otherwise acting in an official capacity for or on behalf of such authority; (c) a person who, although not a public official, is treated as a public official under applicable law; or d) an employee of a state-owned company.

1.2 Unless otherwise provided in the Terms and Conditions or in the agreement, all references to the singular shall apply to the plural and vice versa.

1.3 In the event of a conflict between the provisions of the General Terms and Conditions, the agreement and any third party terms and conditions, the documents shall generally prevail in the following order: the contract, the general terms and conditions, the terms and conditions of third parties.

1.4 If a translation of the General Terms and Conditions is used in a language other than German, the German version shall prevail or be the starting point in the event of a conflict between the provisions of the German General Terms and Conditions and their translation, or in the event of problems of interpretation in the translation.

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2 APPLICABILITY

2.1 The General Terms and Conditions apply to the contract, offers, cost estimates, transactions, other agreements and all obligations arising therefrom. They also apply to all subsequent offers, estimates, transactions and contracts addressed to or entered into with the same party, regardless of whether they are related to or follow pre-existing offers or concluded contracts.

2.2 Terberg expressly rejects any reference by the customer to the customer's general (purchasing) terms and conditions or clauses, no matter how they are designated, and thus also their application.

- 2.3 Should one or more provisions of the General Terms and Conditions be or become invalid or void, the remaining provisions shall remain in full force and effect. The invalid or void provisions are replaced by the corresponding statutory provisions.

3 OFFERS

- 3.1 Unless expressly marked as binding, offers and cost estimates are non-binding and must always be considered in their entirety.
- 3.2 Any offer made by Terberg is based on the performance of the contract by Terberg or third parties engaged by Terberg under normal circumstances and during normal working hours.
- 3.3 When preparing the offer, Terberg can assume that the information provided by the customer is correct and that it can base its offer on this information.

4 FORMATION OF THE CONTRACT

- 4.1 The contract is concluded at the moment when an order from the customer has been confirmed in writing by a person authorized by Terberg to do so. This also applies if Terberg also requests the customer to return a countersigned copy of the order confirmation.
- 4.2 If more than one vehicle is listed on an order, this will be considered a separate order for each individual vehicle.
- 4.3 Terberg reserves the right to revoke the acceptance of the order within five working days without being obliged to pay damages to the customer.
- 4.4 All agreements and understandings between the contracting parties at the time of conclusion of the contract are fully recorded in writing. Terberg's employees are not entitled to verbally agree on deviations from the written agreement.

5 THIRD PARTY TERMS AND CONDITIONS

- 5.1 If Terberg uses third parties in the performance of the contract, in whatever form, the terms and conditions of third parties may also apply to the contract, insofar as Terberg refers to them when concluding the contract.
- 5.2 If, in the course of the performance of the contract, parts are subcontracted to third parties on the basis of third-party terms and conditions that are more disadvantageous to Terberg than these General Terms and Conditions, the Customer may not assert these stricter terms and conditions against Terberg in relation to this outsourced part, unless their overriding applicability has also been agreed in the relationship between the Customer and Terberg.

6 PRICES

- 6.1 The prices to be paid by the customer for the vehicles, the products and/or the provision of the services are specified in the contract. All prices are valid for delivery FCA (at the place to be agreed in the contract) based on Incoterms 2020. Prices are exclusive of VAT and other

duties and/or government charges applicable to the (delivery of) the Products, unless expressly stated otherwise.

- 6.2 The prices may be adjusted accordingly by Terberg at its reasonable discretion if, for reasons beyond Terberg's control, cost items such as the purchase prices of materials, raw materials, consumables and parts, import duties, import taxes, collectively agreed wages or salaries, social security costs or state charges increase after the conclusion of the contract and this increase leads to an increase in the total costs of the performance of the contract for Terberg.
- 6.3 Terberg will always inform the customer as soon as possible if and to the extent that Terberg will make use of the right to increase the price granted in the previous paragraph. In the event of an increase of more than 10% of the original price, the customer is entitled to withdraw from the contract.
- 6.4 A total offer for several parts does not oblige Terberg to execute any part of the contract in return for a corresponding part of the stated price.

7 PAYMENT

- 7.1 Unless otherwise expressly agreed, payment shall be made upon collection of the vehicles or products by the Customer at the Terberg location immediately upon delivery at Terberg's premises or in advance by bank transfer to a bank account specified by Terberg. In all other cases, payment will be made within thirty (30) calendar days of the invoice date. Discounts are not granted unless expressly agreed.
- 7.2 The Client shall not invoke a set-off or a right of retention on the part of the Client, unless the counterclaims are undisputed or have been established by a court of law. This restriction does not apply to counterclaims by the customer due to defects or partial non-performance of the contract, insofar as these claims result from the same contract as the claims of Terberg.
- 7.3 [Intentionally left free]
- 7.4 Terberg's entire claim under the contract is due immediately and payable in full if:
- a. the customer has exceeded a payment deadline;
 - b. the customer gives up, liquidates or transfers his business or a substantial part of it. This also applies in the event that the customer contributes his company to an already existing or yet to be founded company or changes the purpose of his company.
- 7.5 Terberg enters into the obligation on the basis of the assumption that the customer is sufficiently creditworthy. If, after the conclusion of the contract, it becomes apparent that the Customer's financial situation deteriorates and thus the fulfilment of the payment obligations is jeopardized, Terberg may withdraw from the order in question at any time, unless the Customer makes an advance payment or other reasonable security at Terberg's request within a reasonable period of time set by Terberg. An irrevocable bank guarantee from a renowned German credit institution is considered sufficient security in any case. This also applies if the customer has agreed on a loan. In the event of withdrawal in the

aforementioned sense, Terberg is not obliged to pay damages, regardless of the reason. This security must be such that Terberg's claim and the interest and costs attributable thereto are sufficiently covered and Terberg can realise it unhindered and without difficulty.

- 7.6 In the event of default of payment, the customer must immediately pay default interest of 9 percentage points above the base interest rate per year on the outstanding amount from the due date of the payment deadline up to and including the payment date, without the need for a reminder.
- 7.7 Payments made by the customer are first offset against interest and costs due, then against due receivables for which no valid retention of title can be asserted, and finally against due invoice receivables that have been outstanding for the longest time. This applies regardless of whether the customer states at the time of payment that it is a specific (invoice) claim.

8 EXECUTION OF THE CONTRACT

- 8.1 Terberg shall be entitled to determine the manner in which the agreed service will be provided and the place and time at which the agreed service will be provided by or on behalf of Terberg, unless the parties expressly agree otherwise.
- 8.2 [Intentionally left free]
- 8.3 [Intentionally left free]
- 8.4 Terberg's concept is geared towards continuous improvement and further development of its products and services. Terberg therefore reserves the right to make changes to the design plan and/or technical changes to the vehicles, products and/or services, provided that these changes are not unreasonable for the customer and, in particular, do not impair the agreed function of the vehicle and/or the product, nor lead to an objective reduction in value. Terberg also reserves the right to amend the plan of action for the provision of the service or to adjust the service accordingly if it turns out that minor deviations are necessary, provided that such change is not unreasonable for the customer and does not affect the agreed results. These deviations will be communicated to the customer as far as possible. If the deviations are such that a price adjustment is indicated, this will be done accordingly after consultation.
- 8.5 Any additional costs incurred as a result of changes to the contract due to requests or instructions from the customer after the order confirmation by Terberg shall be borne entirely by the customer. Such changes are binding only after confirmation by Terberg. Article 15 applies to additional services. If change requests affect the delivery time, the delivery time will be adjusted accordingly.
- 8.6 Terberg is entitled at any time to be supported by third parties in the execution of the work without notifying the customer and/or to have the work carried out - in part - by third parties. If work is carried out by third parties engaged by Terberg in the context of the performance of the contract at the customer's location or at a location specified by the customer, the customer shall, at its own expense and risk, provide the facilities reasonably required by the (employees of) the third parties.

- 8.7 If Terberg concludes the contract with two or more (legal) persons, each of these (legal) persons shall be jointly and severally liable for the full performance of the obligations arising for them from the contract.

9 WARRANTY AND WARRANTY

WARRANTY

- 9.1 Any warranty claims arising from a purchase contract require that the customer fulfils his duties to inspect and complain in accordance with § 377 of the German Civil Code (BGB). The Customer may no longer invoke a defect in the Vehicle or the Product if it has not notified Terberg of the defect in writing within fourteen (14) calendar days of discovering the defect or after it should reasonably have discovered the defect.
- 9.2 In the event of defects in the new vehicles and/or products delivered by Terberg in the event of a transfer of risk or in the event of defects in the services, the customer is entitled to the statutory warranty claims in accordance with the following provisions:
- a- It is at the discretion of Terberg whether the subsequent performance is to be carried out by means of repair or replacement delivery.
 - b- Claims for damages are only given to the extent specified in Article 10.
 - c- The warranty period is 12 months from delivery. This does not apply to claims for damages due to intentional or grossly negligent injury or culpable injury to life, limb or health, for which the statutory warranty period applies. Section 445b of the German Civil Code also remains unaffected.
- 9.3 The customer is obliged to transfer the ownership of the replaced parts to Terberg.
- 9.4 Warranty claims are excluded when selling used vehicles or products. Claims for damages due to intentional or grossly negligent injury or due to culpable injury to life, limb or health remain unaffected by this.
- 9.5 *If* Terberg grants the customer a guarantee in addition to the statutory warranty obligations, the following provisions shall apply in this respect. A guarantee shall only be deemed to have been agreed upon if this has been expressly agreed between the parties.
- 9.6 Terberg provides a warranty on the new vehicles supplied by Terberg for a maximum period of twelve (12) months from the date of delivery/delivery within the meaning of Article 29 with a maximum of 2,000 operating hours from the date of delivery/delivery or acceptance within the meaning of Articles 29 or 32, whichever is reached first. This warranty applies only to the original purchaser/owner of the vehicle, i.e. the customer.
- 9.7 Unless expressly agreed otherwise, no warranty is assumed for used vehicles supplied by Terberg, unless they are hidden defects at the time of delivery by or on behalf of Terberg.
- 9.8 If a Product is delivered as described in clause 29, Terberg warrants that the Product will be in perfect condition for a period of three (3) months after such delivery.

- 9.9 If the purchase of a vehicle and/or product and/or its manufacture coincide, the warranty period begins at the time of delivery.
- 9.10 Terberg does not guarantee the inspections, consultations and similar services it performs.
- 9.11 Terberg only assumes the warranty for defects that are based exclusively on manufacturing, design or material defects.
- 9.12 Terberg does not guarantee defects caused by any of the following:
- a. improper use or use that does not correspond to the nature and/or normal purpose of use of the vehicle and/or the product;
 - b. natural wear and tear, use of unsuitable fuels or lubricants and/or overloading;
 - c. not at the recommended service interval, or incorrectly performed maintenance by or on behalf of Customer;
 - d. maintenance work carried out on parts other than Terberg original parts;
 - e. the application of government or legal requirements in relation to the type or quality of the materials used;
 - f. Parts of the Vehicle and/or the Product that have been delivered to Terberg by a third party, provided that such third party has not provided a warranty to Terberg or the warranty provided by the third party has expired.
- 9.13 Any warranty claim will be void if modifications have been made to the vehicle and/or product without the written consent of Terberg that may affect normal operation or reliability. The same applies if other parts than those supplied by Terberg are installed within the warranty period.
- 9.14 If the performance of the contract includes the processing, installation and/or assembly of material supplied by the customer, Terberg only guarantees the suitability of the work performed, but is not liable for any defects in the material.
- 9.15 In the event of a warranty claim, it is at the discretion of Terberg whether a repair or a replacement delivery is made. The customer cannot demand a repair or replacement delivery from Terberg if the costs for this are disproportionate to the customer's interest in a repair instead of damages.
- 9.16 The warranty is limited to repair or replacement during normal working hours. Repair and/or replacement is subject to Article 27.3. Any additional costs beyond the obligations set out in the preceding paragraph will be charged to the customer when the warranty is invoked. The parties include, but are not limited to, the foregoing:
- a. the cost of performing or concurrently performing the necessary maintenance, including the cost of the necessary materials;
 - b. Costs for towing, use of a replacement vehicle, fluids, lubricants, filters;
 - c. Costs for dismantling and assembly/installation and the resulting additional repair costs.
- 9.17 Article 9.3 shall apply mutatis mutandis.

- 9.18 In the event of replacement of complete components, Terberg reserves the right to claim compensation for the time and/or mileage.
- 9.19 There is no new warranty period for replaced/repared (parts of) vehicles and/or products, but only the remaining warranty period can be claimed.
- 9.20 Costs for repairs made with Terberg's express written permission will be reimbursed up to the cost that would have been incurred if Terberg had carried out the repairs himself, but not more.
- 9.21 In the event of an order for repair, repair, replacement and/or delivery, of any kind, Terberg must be informed in advance in writing of the use of the warranty or any warranty regulations. Otherwise, the customer cannot assert any warranty claims.
- 9.22 In order to avoid the loss of all warranty claims that would otherwise occur, the customer is obliged to compensate Terberg for any defect found in the vehicle, the product or in the results of the service as soon as possible, and in any case within fourteen calendar days of its discovery or at least after the time at which such defect could reasonably have been detected. in writing and stating the reasons.
- 9.23 The Client is obliged to cooperate fully with Terberg if Terberg performs work to fulfil its obligations under this article.
- 9.24 The customer is only entitled to claim the warranty when he has duly fulfilled all his obligations to Terberg.
- 9.25 No warranty is given for repair, overhaul, maintenance and similar services carried out by Terberg outside the warranty period.

10 LIABILITY

- 10.1 Subject to the following provisions, Terberg shall only be liable for damages in the event of grossly negligent or intentional breach or culpable breach of essential contractual obligations. Essential contractual obligations are those obligations whose fulfilment is necessary to achieve the objective of the contract and on the compliance with which the customer regularly relies and may rely. Insofar as Terberg is liable under this provision, liability shall be limited to the damage typical of the contract and foreseeable at the time of conclusion of the contract, except in cases of intent and gross negligence.
- 10.2 Liability for culpable injury to life, limb or health or for fraudulently concealed defects as well as claims under the Product Liability Act or under a warranty remain unaffected.
- 10.3 Unless otherwise provided for in this clause, Terberg's liability is excluded - regardless of the legal grounds.
- 10.4 The aforementioned limitation shall apply mutatis mutandis if the customer demands reimbursement of useless expenses instead of a claim for compensation for damages.
- 10.5 If vehicles and/or products are maintained, driven, etc. and repaired by Terberg on the basis of an order placed, the condition always applies that Terberg is in no way liable for theft,

loss, destruction or damage of any kind, unless there is intent or gross negligence on the part of Terberg or its vicarious agents.

- 10.6 Notwithstanding the foregoing, the limitations and exclusions of liability contained in this article and all other limitations and exclusions of liability referred to in the Agreement and the General Terms and Conditions shall also apply to the benefit of all natural and legal persons used by Terberg in the performance of the Agreement.
- 10.7 The Customer shall indemnify Terberg, its employees and any third parties engaged by Terberg in the performance of its obligations under the Agreement or any related contracts or actions from any claims by third parties based on product liability as a result of a defect in a product supplied by the Customer to a third party that consisted (in part) of products delivered by Terberg, if the error is attributable to the customer's organizational and control area and for which the customer himself is liable to the third party.
- 10.8 If the assembly and/or installation of the vehicle and/or the product is not part of the contract or any other contract between the parties, but Terberg provides assistance and assistance of any kind during the assembly and/or installation, this is done as a courtesy and at the risk of the customer.

11 FORCE MAJEURE

- 11.1 Force majeure includes, but is not limited to, the following cases:
- a. Fire, strikes or lawful lockouts, machine failures, road blockades, work stoppages, epidemics, pandemics or other civil emergencies (such as COVID-19 or a mutation thereof), riots or riots, war, terrorism, serious disruptions in the energy supply, large-scale failures of telecommunications or IT infrastructure, insofar as these are not the responsibility of the affected party, loss or theft of machinery for which Terberg is not responsible and equipment, government measures, including export, import or transit restrictions, including but not limited to the consequences of Brexit;
 - b. exceptional weather conditions and their consequences affecting the performance of the contract by or on behalf of Terberg; and
 - c. any other circumstances beyond Terberg's control which prevent Terberg from fulfilling its contractual obligations and which Terberg cannot reasonably be expected to overcome.

12 CUSTOMER'S OBLIGATIONS; PROVISION OF LISTS OF SPARE OR DEFECTIVE PARTS BY TERBERG

- 12.1 Customer shall ensure that Terberg receives in a timely, accurate, and complete manner all data, materials, information, procedures, and instructions that Terberg specifies are required or that Customer must reasonably believe to be necessary for the performance of the Agreement. If Terberg is not provided with the information necessary for the performance of the contract in a timely manner, Terberg has the right to suspend the performance of the contract and/or to charge the customer for the additional costs incurred as a result of the delay in accordance with the applicable tariffs.

- 12.2 In the event that Terberg or the third parties engaged by it act at a location designated by the Client, the Client warrants that Terberg or the third parties engaged by Terberg:
- a. be able to carry out their work at the agreed times and as undisturbed as possible; and
 - b. have the necessary facilities, such as an accessible parking space for parking and loading and/or unloading a delivery vehicle, water, electricity, gas, heating and a lockable dry storage room;
 - c. are able to use all facilities in accordance with EU and local occupational safety and health rules and similar regulations.
- 12.3 The performance of tests and the assessment of whether the customer's instructions comply with legal standards are the responsibility of the customer. The parties may only deviate from this by express agreement.
- 12.4 The customer is responsible for all drawings, calculations and designs that he provides to Terberg for the execution of the contract. The Client shall indemnify Terberg against all claims by third parties with regard to the drawings, calculations and drafts provided by the Client, unless the Client proves that it is not responsible for the underlying infringement.
- 12.5 The Client is responsible for the functional suitability of all materials prescribed by him or on his behalf.
- 12.6 In some cases, Terberg will provide a "Parts for Regular Maintenance" or "Recommended Spare Parts" list. These documents are only intended as a parts overview and are expressly not intended as maintenance instructions. For the maintenance of a particular component, the customer is requested to read the component's manual carefully and follow Terberg's instructions. All information and materials in these documents are intended for general information purposes. The information in these documents cannot be regarded as (complete) advice. Decisions made on the basis of the information contained in these documents are made at the expense and risk of the user. The use of these documents implies acceptance of these General Terms and Conditions. If the Customer does not wish to accept these General Terms and Conditions, he must refrain from using these documents. Terberg reserves the right to supplement, modify and/or replace these documents and the information contained therein, in whole or in part, without the need for notice. The customer is therefore requested to check the online version of these documents regularly for any changes. The information in these documents has been prepared by Terberg as completely and accurately as possible. However, Terberg does not warrant or warrant that the information and materials offered in these documents are current, complete, and accurate, or free from defects, omissions, and/or errors. Terberg does not warrant or warrant that such defects, omissions and/or errors will be corrected or corrected. Furthermore, Terberg reserves the right to interrupt the availability of these documents at any time. Terberg shall not be liable for any direct and/or indirect damage caused in any way by the use of these documents and/or the information contained therein, or by the unavailability of these documents and/or by the fact that certain information contained in these documents is inaccurate, incomplete or out of date. Liability for intentional acts or omissions remains unaffected by this.

13 RIGHT OF RECLAIM AND RIGHT OF RETENTION

- 13.1 In the event of non-payment of the purchase price, Terberg shall be entitled, irrespective of the ratio between the paid and the unpaid part of the purchase price and regardless of whether the delivered goods are divisible or not, to withdraw from the contract after the unsuccessful expiry of a reasonable grace period and to take back the delivered goods in their entirety.
- 13.2 Terberg shall be entitled to retain all goods in its possession obtained from Customers until the Customer has fulfilled all of its obligations to Terberg.

14 TERMINATION AND SUSPENSION OF THE CONTRACT

- 14.1 In principle, the contract has the term specified in the contract. If the contract is a continuing obligation and the duration is not specified therein, the contract has been concluded between the parties for an indefinite period.
- 14.2 All provisions of the contract or the General Terms and Conditions which, according to their content, are intended to be effective even after termination or termination of the contract between the parties, shall remain in force even after the termination or termination of the contract between the parties. These obligations include, but are not limited to, the obligation of confidentiality referred to in Article 17.
- 14.3 If the parties have agreed that the contract will be carried out in phases, Terberg may suspend the execution of the parts belonging to a subsequent phase until the customer has approved in writing the results of the previous phase at Terberg's request.
- 14.4 The customer is only entitled to suspend his obligations under the contract (withhold services) if he invokes undisputed or legally established counterclaims. This limitation does not apply to counterclaims by the customer due to defects in partial non-performance of the contract if these claims result from the same contract as Terberg's claims. In the event that the Client fails to fulfil its contractual obligations, Terberg shall have the right, without prejudice to its other rights and claims, to suspend its obligations under the Agreement by stating reasons which shall be communicated to the Client.
- 14.5 If and to the extent that Terberg is unable to fulfil its obligations under the contract in whole or in part due to force majeure within the meaning of Article 11, it is entitled, without being liable for damages, to (partially) suspend the obligations under the contract for the duration of the hindrance and a reasonable restart period. If, in view of the duration of the obstacle, one of the parties cannot reasonably be expected to comply with the contract, this party is entitled to terminate the contract (in part).
- 14.6 Except in the cases provided for by law, the parties have the right to terminate the contract, in whole or in part, with immediate effect:
- a. if the other party's business operations have ceased;

- b. if a substantial part of the other party's property is seized or seized and this significantly affects the performance of the contract or if the other party is therefore no longer in a position to fulfil its obligations under the contract.
- 14.7 Without prejudice to the preceding paragraph and its statutory rights of termination, Terberg is entitled to terminate the contract (in part) or to suspend (partially):
 - a. in the event of Customer's failure to perform an obligation which, if the breach is remediable, has not been remedied within ten (10) working days of a notice of default.
 - b. if circumstances arise due to which, in Terberg's reasonable opinion, the (partial) performance or maintenance of (part of) the contract is impossible or can no longer be demanded of Terberg in accordance with the principles of good faith, including but not limited to the situations referred to in Article 11 (force majeure).
- 14.8 If one of the parties terminates on the basis of this article or the law, there will be no obligation to cancel the benefits already received by them. Any outstanding payment obligations between the parties at this time shall become due and payable immediately from the date of termination. Further rights to rescind the contract in accordance with the statutory provisions remain unaffected.
- 14.9 In the event of termination of the Agreement by any party, Terberg shall have the right to demand immediate payment of the materials and other items purchased and/or reserved for the performance of the Agreement, as well as the part of the obligations already fulfilled by Terberg, at the value to be attributed to the foregoing at its reasonable discretion. Terberg is entitled to the full agreed price if the circumstances that led to the termination of the contract are the responsibility of the customer.
- 14.10 In the event of suspension, Terberg shall be entitled to store the materials and other items purchased and/or reserved for the performance of the Agreement at the Customer's expense and risk. This also applies in the event that Terberg (partially) terminates the contract and the customer has not yet taken possession of the aforementioned items, with the proviso that Terberg may destroy or sell the items at the customer's expense after prior threat instead of storing them, unless the customer accepts the items within a reasonable period of time set for him. Proceeds from the sale are to be offset against the claim under Article 14.9.

15 ADDITIONAL SERVICES

- 15.1 Terberg is entitled to remuneration for the additional services with which it is commissioned, in addition to the payments agreed in the contract. By additional services, the parties understand all work that Terberg carries out in consultation with the customer during the performance of the contract beyond the agreements made in the contract. In the event of changes in relation to the vehicle and/or the product, there are always changes to the contract if:
 - a. the design or specifications are changed;
 - b. the information provided by the customer proves to be incorrect.

- 15.2 The cost of the additional services is calculated on the basis of the value of the price-determining factors at the time the overtime is performed. Article 6 shall apply mutatis mutandis to the calculation of overtime.
- 15.3 Terberg is entitled to invoice the additional services provided by it separately from other remuneration as soon as Terberg knows the amount of the amount to be charged.
- 15.4 The provisions of the contract and the General Terms and Conditions apply to all additional services performed by Terberg, unless the parties have expressly agreed otherwise.

16 INTELLECTUAL PROPERTY

- 16.1 All intellectual property rights arising out of or relating to the Service(s), Products, Vehicles, Results and the Terberg Service Portal, wherever and whenever created, are owned solely and exclusively by Terberg ("**Terberg IP**").
- 16.2 Terberg's offer and the drawings, designs, calculations, programs, descriptions, models, tools, software and the like made or made available by Terberg, including the Terberg IP contained therein, remain the property of Terberg, even if the customer has been charged costs for them. The same applies to the intellectual property rights in Terberg's manufacturing and construction methods and its products, as well as other intellectual property rights in goods supplied by Terberg to the customer, including but not limited to the products and vehicles.
- 16.3 All data as well as all data carriers (such as drawings, floppy disks, etc.), other products or services that are made available to the customer by Terberg or are in production, processing or storage at the customer's site or are manufactured by the customer for Terberg or on its behalf are the property of Terberg ("**Terberg Data**"), including all related industrial and intellectual property rights. Customer shall provide Terberg with the Terberg Data upon Terberg's first request.
- 16.4 To the extent that a transfer is still necessary to provide Terberg with ownership of Terberg IP as defined in this article, the Customer hereby transfers, if necessary in advance, the entire Terberg IP to Terberg by signing the Agreement, whereby Terberg accepts such transfer.
- 16.5 Unless the parties have expressly agreed otherwise in the contract:
- a. love all intellectual property rights in the products developed under the Agreement exclusively with Terberg, its licensors or its suppliers;
 - b. the Customer acquires only a non-exclusive and non-transferable right to use the intellectual property rights of the Products and/or Services to the extent necessary for the performance of the Agreement;
 - c. the Customer is not permitted to make changes, modifications or improvements to the products, services, results, the Terberg Service Portal and the vehicles, including the TerbergIP located thereon, or to connect and/or integrate its own products or services therewith.
- 16.6 A written and expressly separately agreed transfer of (a part) of the intellectual property rights to the Customer shall in no event affect Terberg's right to carry out developments,

supply products or provide services for its own benefit or for the benefit of a third party that are similar to or derived from those carried out for the benefit of the Customer, have been or will be delivered.

- 16.7 All Terberg data and goods referred to in this article, of which the Customer becomes aware or which come into the possession of the Customer, may only be used by the Customer for the purpose for which it received it for Terberg and/or the Agreement. The customer also guarantees that these data and goods will not be copied, shown to third parties and passed on without the written consent of Terberg, except for the performance of the contract.
- 16.8 The Client shall fully indemnify Terberg against claims for damages by third parties based on the infringement of Terberg's intellectual property rights and intellectual property rights through the use of drawings, data, materials or parts and/or on the Client's failure to fulfil its contractual obligations, unless the Client proves that it is not responsible for such infringement.
- 16.9 Upon termination of the Agreement, the Customer shall destroy or return to Terberg at Terberg's discretion the Terberg Data, the Terberg IP and/or the goods referred to in this Article that it owns or that a third party possesses and has received from the Customer, with the exception of those Terberg Data, Terberg IP and/or the Goods that the Customer still needs for the further use of the Vehicle or other products, or in the event that the customer owns the intellectual property or a valid right to use such data and goods.

17 CONFIDENTIALITY

- 17.1 The parties are obliged to maintain secrecy of all information that they receive from the other party in the context of the performance of the contract and the confidential nature of which they know or reasonably need to know, which expressly includes, but is not limited to, the content of the contract and the offers. A breach of this provision due to an obligation arising from a legal provision or a court decision does not give rise to a right to compensation or termination in favor of the other party.
- 17.2 If a party is required to disclose confidential information by virtue of a statutory provision or a court decision, it shall immediately notify the other party in writing of such obligation and shall enable the other party to adequately protect itself against such obligation or order and, if necessary, to cooperate in obtaining such protection.
- 17.3 The Parties shall not be permitted to use the Confidential Information received from the other Party within the meaning of paragraph 1 for any purpose other than the performance of its rights and obligations under the Agreement, the Offer or the General Terms and Conditions. Disclosure of this information to third parties is only permitted with the prior express written consent of the other party.
- 17.4 At the first request of one party and/or after termination or expiration of the Agreement, the other party shall be obliged without undue delay:

- a. return to the other party all copies, samples and extracts of the Confidential Information and any other physical media containing such Confidential Information, and
- b. delete or destroy (or cause to be removed or destroyed) any automated data containing Confidential Information.

17.5 The rights and obligations of the parties under this Article shall survive for a period of two (2) years after the termination or expiration of the Agreement.

18 DATA PROTECTION

18.1 Each party shall comply with all applicable data protection laws and regulations, including Regulation (EU) 2016/679 (General Data Protection Regulation or "GDPR") as well as any national implementing laws. In particular:

- i. Each party may process personal data received from the other party in connection with this Agreement only in accordance with the purposes of this Agreement and applicable data protection laws;
- ii. the customer must ensure that appropriate technical and organizational measures are taken to protect personal data against unauthorized or unlawful processing as well as against accidental loss, destruction, damage, alteration or disclosure;
- iii. the Client shall immediately notify Terberg of any personal data breach involving data received by or processed on behalf of Terberg, insofar as this is necessary with regard to reporting obligations to supervisory authorities or data subjects;
- iv. Customer may not transfer personal data received from Terberg to a country outside the European Economic Area without obtaining Terberg's prior written consent and ensuring that appropriate safeguards are in place in accordance with the GDPR;
- v. upon termination of this Agreement, Customer shall, at Terberg's option, either return or securely delete all personal data received, unless and to the extent such retention is required by applicable law; and
- vi. to the extent that the Processing of Personal Data under this Agreement requires the Parties to enter into a Data Processing Agreement (or equivalent agreement), the Parties will negotiate and enter into such Agreement in good faith.

19 COLLECTING VEHICLE DATA

19.1 Terberg collects data about the vehicles, which provides information about the condition of the vehicle. Terberg shares statistical information about the use of the Vehicles with the Customer for the purposes listed in Terberg's Privacy Policy, which can be accessed at <https://www.terberg-hs.de/information-pages/datenschutzrichtlinie/>. To the extent that such data is personal data within the meaning of the General Data Protection Regulation (hereinafter: "GDPR"), Terberg and the Customer are the controllers responsible for the collection and provision of such personal data to Terberg. Terberg is not responsible for the processing of the personal data by the customer on the basis of the information that Terberg provides to the customer.

- 19.2 Terberg processes the personal data in accordance with its privacy policy, which can be accessed via the hyperlink in Article 18.1. The Client is obliged to inform and obtain consent from any natural person driving the vehicle about the storage of information and access to the information stored in the vehicle before driving the vehicle. At Terberg's first request, the customer will prove that the driver's consent has been obtained. In addition, the Customer must inform each driver of the processing of their personal data by providing them with Terberg's Privacy Policy and obtaining a signed copy of the Privacy Policy. If the Privacy Policy changes, the Customer will inform the Driver and obtain a signed copy of the revised Privacy Policy.
- 19.3 The customer provides Terberg with information about vehicles and users as anonymously as possible so that this data cannot be traced back to individuals. If the Customer receives a request from a controller within the meaning of Chapter III GDPR, such as a request to access, amend or delete personal data, the Customer will forward this request to Terberg without undue delay and in any event within five working days. Terberg will process this request in accordance with the GDPR. The customer ensures the necessary cooperation so that Terberg can process a request from a controller in accordance with the GDPR.
- 19.4 If the Customer is a Distributor of Terberg, the Customer is obliged to impose the obligations referred to in Articles 18.2 and 18.3 on the third party to whom the Service is provided.

20 CONTRACT STRUCTURE

- 20.1 For each breach of the provisions of Articles 16, 17 and 18, the Customer shall owe Terberg a contractual penalty, the amount of which may be determined by Terberg at its equitable discretion, taking into account the seriousness of the breach and the expected consequences, and which the Customer may submit for judicial review. This does not apply if the customer proves that he is not responsible for the infringement; any liability for damages on the part of the customer and other rights of Terberg shall remain unaffected. A further claim for damages is reduced by the amount of the contractual penalty paid by the customer.

21 TERBERGER SERVICE PORTAL

- 21.1 To the extent that Terberg enables access to the Terberg Service Portal via a portal designated by Terberg or a third party commissioned by Terberg within the scope of the Agreement, this Article 21 shall apply to the provision of this service in addition to the other provisions of these General Terms and Conditions.
- 21.2 The provision of access to the Terberg Service Portal is a standard service, i.e. Terberg offers and makes the service available to all customers in the same way. The Service is provided as is. This means that the service has the possibilities of use as the customer finds them and which the customer accepts without question.
- 21.3 Terberg makes every effort to ensure adequate availability of the service. However, Terberg is dependent on the third parties commissioned by it and restrictions, defects and interruptions may occur and do not constitute a defect. Terberg will endeavour to resume

service as soon as possible. Terberg will also endeavour to meet promised deadlines and delivery dates, whereby exceeding them does not immediately constitute a defect.

21.4 Terberg is entitled to:

- a. change the Service, for example by introducing new versions of the Terberg Service Portal software;
- b. replace the Service with a Service with similar features before or during the Term of the Agreement;
- c. temporarily suspend or cause to be taken out of service the Service if Terberg does so for (the protection) of the security and/or integrity of the Service, the performance of necessary (preventive) maintenance work, the rectification of a defect and/or the rectification of a malfunction or the adaptation or improvement of the computer systems of Terberg and/or those of suppliers with whom the service is provided, necessary.

21.5 Terberg will limit interruptions and/or suspensions where possible and will inform Customer of any planned interruptions and/or suspensions as soon as possible. However, Terberg shall not be liable if the Customer suffers any damage as a result of interruptions and/or suspensions of the Service, unless such interruption or suspension was caused intentionally or by gross negligence on the part of Terberg.

21.6 Terberg provides telephone or email support, depending on the agreement between the parties.

21.7 The customer may:

- a. use the Service only in accordance with the agreed mode of use as described in these Terms and Conditions;
- b. use the Service solely for Customer's internal business purposes;
- c. exploit the Service for or for the benefit of any third party, such as through consulting services or sub-licensing, unless Terberg has given written consent to do so;
- d. use the Service only in accordance with all reasonable instructions of Terberg and/or the third parties engaged by Terberg.

21.8 If the Customer is a distributor of Terberg, instead of Article 21.7, the Customer shall offer the Service exclusively to its Customers under the conditions of Articles 21.7 and 21.13. The Customer shall indemnify Terberg against claims and compensate Terberg for any damages incurred by Terberg in the event of any breach by one of its Customers of the provisions of Articles 21.7 and 21.13.

21.9 The Client grants Terberg and the third parties commissioned by it a right of use to all intellectual property rights of the Client and/or its customers insofar as Terberg and the third parties commissioned by it have to use them to provide the service.

21.10 If a third party approaches the customer with the claim that the service infringes the intellectual property rights of this third party, Terberg indemnifies the customer, provided that the customer leaves control of the defense to Terberg and/or the third party

commissioned by it, does not make any promises to the third party in question and Terberg and/or the third party commissioned by it has the necessary powers of attorney, Information and cooperative actions for the defence.

- 21.11 If, in Terberg's opinion, the Service or any part of the Service infringes an intellectual property right of a third party, Terberg will, at its own expense, (i) adjust the Service so that no further infringement occurs, or (ii) obtain a license for the infringing part. If Terberg fails to do so within a reasonable period of time to be set by the Customer, the statutory rights of the Customer shall remain unaffected, unless otherwise provided in these General Terms and Conditions.
- 21.12 [Intentionally Left Free]
- 21.13 The Terberg Service Portal contains trade secrets of Terberg and/or third parties. The customer is not entitled to view (or have accessed) this data in any way. The Client shall refrain from any action aimed at providing third parties with access to these trade secrets. In particular, the Customer will not extract any information about or from the Terberg Service Portal, for example about software, encryption, algorithms, security and/or code, in any way and will not allow third parties to do so, such as decompilation (with the exception of the rights granted in § 69e UrhG) or reverse engineering. The Customer is obliged to compensate Terberg for any action that violates the provisions of this article, unless the Customer proves that he is not responsible for such violation.
- 21.14 The Customer acknowledges and accepts that the Terberg Service Portal only works in areas where there is network coverage of third parties commissioned by Terberg, including roaming partners. Terberg is not liable for insufficient network coverage or disruptions in the network of third parties commissioned by it.
- 21.15 The Client acknowledges and accepts that Terberg is dependent on the provision of the Service by third parties engaged by Terberg. Terberg is entitled to terminate the contract with regard to the provision of the service if the contract between Terberg and the third party engaged by Terberg is terminated for whatever reason.

22 COMBATING BRIBERY AND CORRUPTION

- 22.1 Customer shall ensure that its officers, employees, agents, and any person acting on its behalf, directly or indirectly: (a) offer, promise, grant, authorize, demand, or accept bribes, grants, authorizations, demands, or benefits, whether to any person or from any person, including public officials, for the purpose of obtaining or retaining business or any improper advantage; (b) make facilitation payments to persons, including public officials, regardless of any local customs or practices; (c) engage in fraud, money laundering or other corrupt practices; or (d) engage in conduct that violates applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and other relevant anti-corruption laws. The customer remains fully responsible for the conduct of these persons.
- 22.2 Customer shall maintain accurate books and records that properly document all transactions related to this Agreement.

- 22.3 Customer shall maintain appropriate policies, procedures and internal controls designed to prevent, detect and punish violations of this Article.

23 SANCTIONS AND EXPORT CONTROLS

- 23.1 Customer warrants that neither Customer nor any of its affiliates, directors, officers, beneficial owners, or any person acting on its behalf (i) is a person with whom to do business pursuant to economic or trade sanctions or similar restrictions imposed by the United States of America, the European Union, the United Nations, or the United Kingdom (collectively, "Sanctions"), are restricted or prohibited; (ii) is on a list of persons subject to sanctions; (iii) is domiciled, incorporated or resident in a country or territory that is subject to sanctions prohibiting or restricting exports to, imports from, or other transactions therein (collectively, "Sanctioned Territories"); or (iv) is directly or indirectly owned, controlled by, or acting for or on behalf of, any of the foregoing persons or entities (including any government of a sanctioned territory or any political subdivision, agency, agency or political party of such government) (collectively, "Sanctioned Persons").
- 23.2 Customer warrants and undertakes that no product, technology, or service purchased or otherwise obtained by Customer under this Agreement will be delivered, directly or indirectly, to, for the benefit of, or involve any Sanctioned Person or Territory.
- 23.3 Customer may not sell, export, re-export, deliver or otherwise make available, directly or indirectly, Terberg products or related services to or for use in the Russian Federation.
- 23.4 Notwithstanding anything to the contrary in this Agreement, neither party shall be obligated to take any action under or in connection with this Agreement that would expose such party to the risk of civil or criminal penalties or penalties (including the risk of being listed as a sanctioned person) for violating any sanctions.

24 AUDITING AND SPECIAL RIGHT OF TERMINATION

- 24.1 Terberg is entitled, upon reasonable notice and during normal business hours, to verify or have verified the Client's compliance with the obligations set out in Articles 16 (Intellectual Property), 18 (Data Protection), 22 (Anti-Bribery and Anti-Corruption) and 23 (Sanctions and Export Control). The Client shall cooperate fully with such an inspection and shall grant access to the relevant premises, staff and documents.
- 24.2 In the event that (a) there is a material or repeated breach of any of the provisions set forth in 24.1, or (b) the performance of this Agreement would, in Terberg's reasonable opinion, expose itself to the risk of violating any sanctions or being subject to fines or penalties (including the risk of official listing/sanctioning), Terberg may, in addition to any other legal or contractual remedies, terminate the performance of the Agreement immediately suspend or terminate this Agreement or the underlying orders; in this case, the customer must indemnify Terberg against all costs and damages resulting from or in connection with such a violation.

25 APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURE

- 25.1 The contract, the general terms and conditions, all offers, offers, transactions and other agreements between the customer and Terberg as well as all obligations arising therefrom are subject exclusively to German law. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.
- 25.2 All disputes arising out of or in connection with the Agreement, the General Terms and Conditions, Terberg's offers and/or other contracts between Terberg and the Client shall be decided by the competent court at Terberg's registered office.

26 MISCELLANEOUS

- 26.1 If Terberg has provided the Customer with Goods for the performance of the Agreement, the Customer must return such Goods in their original condition, free of defects and in their entirety at Terberg's registered office within fourteen (14) calendar days of the termination of the Agreement.
- 26.2 The customer is not entitled to transfer the contract or the general terms and conditions to third parties, unless the parties have expressly agreed otherwise in writing.
- 26.3 All judicial and extrajudicial (collection) costs that Terberg reasonably incurs in order to obtain payment of a claim against the customer shall be borne by the customer, unless the customer proves that he is not responsible for these costs.

§2 PURCHASE

27 ORDERS

- 27.1 The specifications that an order placed by the customer with Terberg must meet in order to be accepted can be included in the contract.
- 27.2 Subject to existing rights of termination or withdrawal, the return of the delivered goods can only take place after consultation and with the written consent of Terberg. The customer cannot derive any rights from such consent.

28 DELIVERY TIME

- 28.1 Terberg determines the delivery period in the contract on the basis of the facts and circumstances known to it at that time and on the basis of the timely delivery to Terberg of the goods and services ordered and necessary for the performance of the contract.
- 28.2 The delivery time can be extended by Terberg if necessary:
- a. in the event of the occurrence of (new) facts and/or circumstances that Terberg was not (yet) aware of and should not have been aware of at the time the delivery deadline was set and that Terberg could not avoid, including but not limited to the consequences of Brexit and (a mutation of) COVID-19;
 - b. if the information provided by the customer turns out to be incorrect;
 - c. if the goods and/or services ordered and necessary for the performance of the contract are not delivered to Terberg in due time for reasons not attributable to Terberg;

- d. in the event that Terberg is entitled to suspend its obligations; or
 - e. in the event of force majeure within the meaning of Article 11 on the part of Terberg.
- 28.3 In all cases, the services will be carried out by Terberg after the extension of the delivery period, as soon as the planning reasonably permits.
- 28.4 In the event of a delay in delivery, Terberg's liability for damages is limited to 5% of the net price of the delayed delivery, with the exception of personal injury, in addition to performance, unless the customer suffers damage due to intent or gross negligence on the part of Terberg or its vicarious agents.
- 28.5 [Intentionally Left Free]
- 28.6 The delivery period does not begin to run until Terberg has confirmed the order in writing and all necessary information about the desired service is in Terberg's possession.
- 28.7 In the event that Terberg exceeds delivery times due to force majeure within the meaning of Article 11, Terberg reserves the right to suspend the performance of the contract at its own discretion for the duration of the hindrance and a reasonable restart period. If one of the parties cannot reasonably be expected to adhere to the contract in view of the duration of the obstruction, this party is entitled to terminate the contract (in part) without judicial intervention.

29 DELIVERY AND RISK

- 29.1 Delivery will be made FCA (place to be agreed in the contract) on the basis of Incoterms 2020, unless the parties have expressly agreed otherwise in writing. The costs and risk of transport are borne by the customer, to the exclusion of any liability for Terberg.
- 29.2 In the event of an exchange, return or replacement of the Vehicle and/or Product, the Customer shall, at its own expense and risk, ensure that the Vehicle and/or Product in question is returned to the possession of Terberg. Until such time as the relevant vehicle and/or product has become the property of Terberg, the customer bears the risk for this vehicle and/or product.
- 29.3 If, by way of derogation from the provisions of the first paragraph, the parties have agreed that Terberg will take over the transport of the vehicle and/or the other products, the risk of storage, loading, transport and unloading shall be borne by the customer.
- 29.4 The customer is obliged to provide the cooperation required for Terberg's service. Participation shall be deemed to have been refused:
- a. if Terberg takes over the transport: if the vehicles and/or other products have been offered for delivery to the customer, but this has proven impossible;
 - b. if the customer arranges for transport: if the vehicles and/or other products are not picked up by the customer or on behalf of the customer on the agreed date despite being requested by Terberg.

All costs incurred by Terberg as a result of the lack of cooperation shall be borne by the Client, without prejudice to Terberg's other rights in relation to the lack of

cooperation. The aforementioned costs expressly include appropriate compensation for storage, which is based on the local tariffs. The storage of the vehicles and/or products that have not been purchased is at the expense and risk of the customer. Further statutory rights of Terberg remain unaffected.

30 RETENTION OF TITLE

30.1 Terberg reserves title to any delivered vehicle and/or product; The following applies:

- a. if the vehicle and/or product is located in the Netherlands or Germany, there is a retention of title, according to which ownership of the vehicle and/or product does not pass to the customer until all claims owed by the customer to Terberg under any contract, including interest and costs, have been paid in full to Terberg;
- b. if the vehicle and/or product is located outside the Netherlands or Germany, a retention of title applies, according to which ownership of the vehicle and/or product does not pass to the customer until all amounts owed by the customer to Terberg under the contract, including interest and costs, have been paid in full to Terberg.

30.2 As long as the retention of title to the vehicles and/or products exists in favor of Terberg, the customer is not entitled to encumber the vehicles and/or products or to transfer ownership, regardless of whether this is done in the ordinary course of business or not.

30.3 As long as ownership of the vehicle and/or product supplied by Terberg has not yet passed to the customer, Terberg has the right to unhindered access to such vehicle and/or product.

30.4 In the event that third parties seize or confiscate the vehicles and/or products delivered under retention of title or wish to establish or assert rights thereto, the customer must inform Terberg as soon as possible.

30.5 If Terberg makes use of its retention of title, it can take back the vehicles and/or products in question from the customer at the customer's expense. The customer will cooperate fully with the return. As part of the aforementioned withdrawal, the Client hereby grants Terberg or third parties to be designated by Terberg its unconditional and irrevocable permission to enter all places where its properties are located. The assertion of the retention of title shall be deemed to be Terberg's withdrawal from the contract, without prejudice to Terberg's right to claim damages, loss of profit and interest.

30.6 If and as soon as Terberg can no longer invoke its retention of title due to mixing, joining or deforming of the delivered vehicle and/or product, Terberg acquires co-ownership of the mixed or newly created item and assigns to Terberg (in advance) the claims that the customer has obtained or will obtain from the resale of the mixed or newly created item.

31 DELIVERY AND ACCEPTANCE

31.1 The weight or number of vehicles and/or products delivered shall be deemed to be exclusively the weight or number indicated on the delivery documents of Terberg or a third party commissioned by Terberg, subject to proof to the contrary.

- 31.2 The customer is obliged to inspect the delivered vehicles and/or products immediately upon receipt or to have them inspected. Upon Terberg's first request, Customer shall provide access to and/or inspection of the quality control and monitoring data as well as the inspection data within the Customer's organization.
- 31.3 Further information on the delivery, receipt and acceptance of the vehicles and/or products may be included in the contract.

§ 3 WORK

32 DELIVERY AND ACCEPTANCE

- 32.1 Terberg determines the delivery period in the contract on the basis of the facts and circumstances known to it at that time and on the basis of the timely delivery to Terberg of the goods and services ordered and necessary for the performance of the contract. Sections 28.2 to 28.6 and 29.3 shall apply mutatis mutandis.
- 32.2 The vehicle and/or product is deemed to have been accepted as soon as one of the following events occurs; the event that occurs first is decisive:
- a. the Customer has approved the Vehicle and/or the Product after the Customer has been informed in writing that the Vehicle and/or the Product has been completed;
 - b. the Vehicle and/or the Product has been put into use by the Customer, unless the Customer's conduct cannot be construed as acceptance under the circumstances;
 - c. the Customer has been notified in writing that the Vehicle and/or the Product has been completed, but the Customer does not approve the Vehicle and/or the Product within seven (7) calendar days of the date of such notice, or rejects the Vehicle and/or the Product with a written and specified notice containing substantiated complaints, or, in the event that: that the parties have agreed in the Contract to conduct an acceptance test by the Customer or a third party designated by the Customer, that the Customer has not approved the Vehicle and/or the Product in writing within fourteen (14) calendar days of Terberg's notification that the acceptance test can be carried out, or that the Vehicle and/or the Product has rejected the Vehicle and/or the Product in writing and stating reasons; and
 - d. The Customer is not entitled to reject the Vehicle and/or the Product for minor defects or missing parts that can be repaired or delivered within thirty (10) working days and do not stand in the way of the commissioning or productive use of the Vehicle and/or the Product. In this case, Terberg will remedy the defect as soon as possible.
- 32.3 In the event of rejection of the vehicle and/or the product, the customer must immediately notify Terberg in writing, stating the reasons. In the event of rejection of the Vehicle and/or the Product, the Customer must give Terberg the opportunity to repair or resupply the Vehicle and/or the Product. In the event of repair or new delivery, the previous paragraph shall apply accordingly.

- 32.4 The Customer shall indemnify Terberg against all third-party claims related to damage to parts of the Vehicle and/or the Product not supplied by Terberg caused by the Customer's use of the delivered part of the Vehicle and/or the Product.

33 ADDITIONAL OBLIGATIONS OF THE CUSTOMER

- 33.1 If Terberg carries out the work to manufacture the Vehicle and/or the Product at a location specified by the Customer outside Terberg's company, paragraphs 4, 5 and 7 of Article 28 shall apply mutatis mutandis.

§ 4 SERVICE CONTRACT

34 SERVICES

- 34.1 Terberg makes every effort to provide the services carefully. Terberg provides the services to the best of his knowledge and belief.
- 34.2 Terberg shall be entitled to replace the person(s) employed for the services with another person(s) with the same or similar qualifications.
- 34.3 If Terberg provides the Services on the basis of the data to be provided by the Client, it will be prepared by the Client in accordance with the terms and conditions established by Terberg and made available at the Client's expense and risk.
- 34.4 The Customer is responsible for the correct and timely execution of all facilities, installations and/or conditions necessary for the provision of the Services by Terberg, unless the parties have expressly agreed otherwise in the Agreement. The foregoing does not apply if and to the extent that these services are performed by Terberg or third parties on Terberg's instructions only in accordance with drawings and/or data created or provided by Terberg or on Terberg's instructions.
- 34.5 Unless the parties have expressly agreed otherwise in the Agreement, the Client shall ensure, at its own expense and risk, that Terberg's employees and/or third parties engaged by Terberg can commence their work as soon as they arrive at the place of performance and that they can continue their work during normal working hours and outside normal working hours, if Terberg considers it necessary and has informed the customer in good time.
- 34.6 The customer is responsible for the correct use and/or operation of the goods delivered.
- 34.7 In the event of damage and/or costs incurred as a result of non-compliance with paragraphs 3-6 of the conditions referred to in this article or failure to do so in time, such damages and/or costs shall be borne by the Client, unless the Client proves that he is not responsible for the breach.

35 PRICE

- 35.1 Terberg is entitled to the full price agreed between the parties for the service if the contract is terminated prematurely and this termination is attributable to the customer. However, saved expenses and other income generated as a result of the early termination will be deducted.

36 DELIVERY

- 36.1 Article 28 shall apply mutatis mutandis to the supply of the results of the service.

37 INSTRUCTIONS

- 37.1 Terberg is not obliged to follow the instructions of the customer, unless an instruction was given in good time and was justified in Terberg's opinion. An instruction can only be considered timely and reasoned if the instruction was given before the start of the work.
- 37.2 Terberg shall be entitled to charge the Client costs in addition to the price agreed for the Contract if Terberg decides to comply with an instruction and this results in costs that are not included in the price.