

General Terms and Conditions of FEAAM GmbH (GTC)

§ 1 General

- (1) The following General Terms and Conditions (GTC) shall apply exclusively to all development services, services, deliveries and other services of FEAAM GmbH (hereinafter: Seller).
- (2) Customers in the sense of these GTC are both consumers and entrepreneurs.
- (3) A consumer within the meaning of these GTC is any natural person who concludes the contract for a purpose that cannot be attributed to his or her commercial or independent professional activity (§ 13 of the German Civil Code - BGB).
- (4) An entrepreneur within the meaning of these GTC is a natural or legal person or a partnership with legal capacity who, when concluding the contract, acts in the exercise of his commercial or self-employed professional activity (Section 14 (1) BGB).
- (5) Terms and conditions of customers or third parties shall not apply, even if the Seller does not separately object to their validity in individual cases. Even if the Seller refers to a letter that contains or refers to the terms and conditions of the customer or a third party, this shall not constitute an agreement to the validity of those terms and conditions.

§ 2 Offers, scope of services and conclusion of contract

- (1) The contractual offers of the seller are subject to change and non-binding, unless they are expressly marked as binding.
- (2) The order confirmation and these General Terms and Conditions shall be exclusively decisive for the scope of the contractually owed performance. Additions and amendments to the agreements made, including these terms and conditions, must be made in writing to be effective.
- (3) Information provided by the seller on the object of the delivery (quantity, weights, dimensions, etc.) are not guaranteed characteristics, but descriptions or markings of the delivery or service. Deviations customary in the trade are permissible.
- (4) A transfer of concluded contracts to third parties (so-called transfer of contract) requires the prior consent of the seller to be effective.
- (5) The presentation of products or services in the Seller's online presence does not constitute a legally binding offer, but a non-binding online catalogue. A legally binding offer can and will be identified as such separately. By sending personal data and the wording "confirm order" in writing, you place a binding order for the goods offered. The confirmation of the receipt of the order follows immediately after the receipt of the order by the seller. The purchase contract is concluded with our order confirmation or delivery of the goods. If you do not receive a confirmation or delivery from us within 4 weeks, you are no longer bound to your order.
- (6) The developed, manufactured or offered components or services may only be used, processed, installed and / or installed by authorised and / or trained persons.

§ 3 Prices and terms of payment

- (1) The prices quoted are in EURO and do not include the statutory value added tax. The same applies to shipping costs.
Customs duties and similar expenses shall be borne by the customer at all times.
- (2) Unless expressly agreed otherwise in the offer, the Seller shall only deliver against advance payment.

§ 4 Offsetting and retention

- (1) The Seller shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent provided by law.

(2) The customer may only set off his own claims against claims of the seller if the counterclaims are undisputed or have been legally established. The customer may only retain services owed by him because of justified counterclaims from the same contractual relationship.

§ 5 Delivery periods

(1) The periods and dates for deliveries and services promised by the Seller are always only approximate, unless a fixed period or a fixed date has been expressly promised or agreed.

If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(2) The Seller may - without prejudice to its rights arising from default on the part of the Customer - demand from the Customer an extension of delivery and performance periods or a postponement of delivery and performance dates by the period during which the Customer fails to meet its contractual obligations towards the Seller.

(3) The Seller shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the failure of suppliers to deliver or to deliver correctly or on time) for which the Seller is not responsible. Insofar as such events make it significantly more difficult or impossible for the Seller to deliver or perform and the hindrance is not only of temporary duration, the Seller shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. If the client or buyer cannot reasonably be expected to accept the delivery or service result of the delay, he may withdraw from the contract by immediately notifying the seller in writing.

(4) If the Seller is in default with a delivery or service, the Seller's liability for damages shall be limited to 10 % (in words: ten percent) of the order value. In all other respects § 10 of these General Terms and Conditions shall apply. Default shall only occur if the Seller does not perform within a reasonable period of grace in response to a reminder from the Customer despite the due date.

(5) The Seller shall be entitled to make partial deliveries insofar as this is reasonable for the Buyer or was agreed upon conclusion of the contract. Additional shipping costs shall only be incurred if expressly agreed.

§ 6 Performance

(1) If the customer commissions the seller to convert a mobile application (e.g. vehicle, boat, aircraft, ...) to an electric drive, the customer shall be obliged to inspect the installed components (e.g. motor, power electronics, battery) after completion of the service provision and setting of a corresponding deadline by the seller. The inspection is financially at the expense of the customer.

(2) Guarantee/warranty claims result from the conversion only with prior written agreement.

(3) The handover of the technical documentation shall be deemed to be the provision of a service, provided that no supplementary requests or objections have been made by the customer within four weeks of the handover date.

§ 7 Dispatch, transfer of risk

(1) Unless expressly agreed otherwise, the Seller shall determine the appropriate mode of dispatch and the transport company at its reasonable discretion.

(2) The seller shall only owe the timely, proper delivery of the goods to the transport company and shall not be responsible for any delays caused by the transport company. A shipping time stated by the seller is therefore non-binding. If the seller has undertaken installation or assembly work at the customer's location, he shall, however, in deviation from

this, owe the timely completion of this work and handover to the customer on the contractually agreed date.

(3) If the customer is a consumer, the risk of accidental destruction, accidental damage or accidental loss of the delivered goods shall pass to the customer at the time the goods are delivered to the customer or the customer is in default of acceptance. In all other cases, if the seller is only responsible for the shipment, the risk shall pass to the customer when the goods are handed over to the transport company. If the seller has undertaken installation and assembly work at the customer's location, the risk shall, on the other hand, pass to the customer when this work is completed and the goods are handed over to the customer.

§ 8 Retention of title

(1) The goods(s) and service(s) delivered by the Seller to the Customer shall remain the property of the Seller until full payment of all secured claims.

(2) The customer is not entitled to process and sell the reserved goods. Pledges and transfers by way of security are not permitted.

(3) If the goods subject to retention of title are combined by the customer with another item in such a way that they become an integral part of a uniform item, it is agreed that the seller acquires direct ownership or - if the combination is made with movable items belonging to several owners or the value of the other item is higher than the value of the goods subject to retention of title - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item.

(4) In the event of resale of the reserved goods, the customer hereby assigns to the seller by way of security the resulting claim against the purchaser - in the event of co-ownership of the seller in the reserved goods, in proportion to the co-ownership share.

(5) If third parties gain access to the goods subject to retention of title, in particular by way of seizure, the customer shall immediately draw their attention to the Seller's ownership and inform the Seller thereof in order to enable the Seller to enforce its ownership rights.

(6) According to the Distance Selling Act, there is an obligation to take delivery of specially procured goods.

(7) Goods are generally excluded from exchange.

§ 9 Warranty, defects

(1) If the customer is acting as a consumer, he shall be entitled to the statutory rights in the event of defects. If a contract is concluded for the delivery of used items, claims for defects and claims for damages directly related to a defect shall become statute-barred within one year of handover.

(2) If the customer is acting as an entrepreneur, the warranty period shall be one year from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages by the customer arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by the seller or his vicarious agents, which shall each be time-barred in accordance with the statutory provisions. If a contract is concluded for the delivery of used items, the delivery shall be made to the exclusion of any warranty for material defects.

(3) If the customer is acting as an entrepreneur, he must carefully inspect the goods delivered by the seller immediately upon receipt. The goods shall be deemed to have been approved insofar as, with regard to obvious defects or other defects which would have been recognisable in the course of an immediate, careful examination, no corresponding notification is made to the seller without delay. With regard to other defects, the goods shall be deemed to have been approved if the seller does not receive notification of the defect within seven working days of the time at which the defect became apparent; however, if the defect was already apparent to the customer at an earlier time during normal use, this earlier time shall be decisive for the start of the period

for giving notice of defects.

(4) In the case of defective components, the seller shall only be liable to the amount of the purchase price for the respective defective component with a maximum of 10% of the total order value, but not for consequential damages.

(5) No liability shall be assumed for delivered hardware which is provided with the status "prototype".

(6) Further claims of the customer against the seller, as far as they do not result from an assumption of guarantee, are excluded. This does not apply in the case of intent, gross negligence or breach of essential contractual obligations on the part of the seller.

§ 10 Liability

(1) The Seller shall be liable to the Customer for all contractual, quasi-contractual and statutory claims, including claims in tort, for damages and reimbursement of expenses as follows:

(2) The Seller shall be liable for any legal reason up to a maximum of the amount of the sum insured

- in the event of intent or gross negligence,
- in the event of intentional or negligent injury to life, limb or health,
- on the basis of a guarantee promise, insofar as nothing else is regulated in this respect,
- on the basis of mandatory liability such as under the Product Liability Act.

(3) If the Seller negligently breaches a material contractual obligation, liability shall be limited to the foreseeable damage typical for the contract, unless liability is unlimited pursuant to paragraph 2 above. Material contractual obligations are obligations which the contract imposes on the Seller according to its content in order to achieve the purpose of the contract, the fulfilment of which makes the proper performance of the contract possible in the first place and compliance with which the customer may regularly rely on. With regard to the Seller's liability arising from default, § 5 para. 4 shall apply.

(4) In all other respects, liability on the part of the Seller is excluded.

(5) The above liability provisions shall also apply with regard to the Seller's liability for its vicarious agents and legal representatives.

(6) Liability claims can be excluded with the agreement of all parties involved by accepting a separately described limitation of liability within the framework of an offer by the Seller.

§ 11 Data protection notice

The Seller collects, processes and uses the personal data of the customers, in particular their contact data, for the purpose of processing the order. The same applies to the e-mail address, insofar as this has been provided by the customer.

§ 12 Final provisions

(1) The contract existing between the seller and the customer is subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods, subject to mandatory international private law provisions.

(2) The place of performance for all obligations arising from the contractual relationship is Neubiberg, unless otherwise specified. If the Seller owes an installation, the place of performance shall be the place where the installation is to take place.

(3) If the customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the seller and the customer shall be the seller's place of business in Neubiberg. The Seller shall also be entitled to bring an action before a court which has jurisdiction for the registered office or a branch of the Customer.

(4) The invalidity of individual provisions of this contract shall not affect the validity of the remaining provisions. The contracting parties are obliged, within the framework of what is reasonable and in good faith, to replace an invalid provision with a valid provision that is equivalent to its economic success, provided that this does not result in a significant change to the content of the contract; the same applies if a matter requiring regulation is not expressly regulated.

(5) No verbal subsidiary agreements to the GTC can exist.

(6) All amendments to the GTC must be made in writing.

(7) These GTC have no territorial restriction and apply worldwide.

The above written text is a translation of the German GTC and is to be understood as its content information.

The German wording of the GTC is legally binding.

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Autor: FEAAM GmbH