

General Terms and Conditions of Purchase of Etrusco GmbH

– hereinafter "Orderer" –

for use in business dealings with suppliers for the purchase of production material, accessories, replacement parts and other materials or objects

1. Decisive terms and conditions

The legal relationships between Supplier and Orderer shall be based on these terms and conditions and all and any other agreements. Amendments and addenda shall require textual form.

The present terms and conditions shall in particular also apply to individual orders, replacement supplies and repairs.

Supplier's deviating, contradicting or supplementary General Terms and Conditions shall not apply even if we have not expressly challenged them in the individual case. They shall only apply if they have been expressly agreed in a textual form. The contractual agreements between Supplier and Orderer shall prevail over these terms and conditions.

2. Orders

- 2.1. These terms and conditions do not substantiate a minimum purchase obligation. The latter can only be agreed separately.
- 2.2. Supply contracts (order and acceptance) and supply calls as well as their amendments and addenda shall require textual form. Supply calls can also be made by remote data transmission.
- 2.3. Supply calls shall become binding if Supplier does not contradict them within one week of receipt at the latest. Supplier shall make reference to obvious errors and incompleteness in orders.
- 2.4. Without consent, Supplier shall not be entitled to have the service owed rendered by third parties (e.g. subcontractors) or to place sub-commissions. It shall bear the risk of procurement if not agreed to the contrary in the individual case.
- 2.5. Within the framework of what is reasonable for Supplier, Orderer can demand changes in construction and finish of the object of supply and, if applicable, deviating purchase quantities. In this context, the effects, in particular with a view to the additional and reduced costs as well as the delivery dates, shall be regulated suitably by mutual agreement.
- 2.6. Supplier undertakes to produce detailed product documentations, a data sheet and, if required, multi-lingual instructions for use for the contractual products and to provide them to Orderer free of charge.
- 2.7. Over and above this, it guarantees supply of the contractual products as replacement parts for a period of 10 years after supply of the series part in question. For this, it shall maintain readiness for use of all the tools, raw materials and appliances necessary for the production of the replacement parts.

3. Payment and retention of title

- 3.1. The prices stated in the order shall apply unless agreed to the contrary. The prices shall include all services and subsidiary costs. Payment shall be made 60 days nets following receipt of the invoice if not agreed differently.
- 3.2. If supply is defective, Orderer shall be entitled to withhold payment pro rata until proper fulfilment.
- 3.3. Ownership of the supplies shall remain with Supplier until Orderer has fulfilled its duty to payment. However, Orderer shall be allowed to process, blend, mix, combine or to resell them within the framework of proper business dealings.
- 3.4. In the event of further processing, blending or combination, Orderer shall acquire ownership according to the statutory rules. For the event of resale, Orderer assigns the claim from the resale to Supplier by way of security to the amount of the claim to the purchase price which is still open.

4. Examination and notification duty; notification of defects

- 4.1. Supplier's control of outgoing goods shall ensure that only contractual products fulfilling the contractual agreements and legal requirements are supplied.
- 4.2. Orderer's control of incoming goods shall be limited to defects openly visible in external observation, including deviations from the supply papers, or recognisable without further ado in random sampling. Examination of the supply with a view to other defects shall be done within the framework of the use of the contractual product for processing by Orderer. To this extent, Supplier waives the objection of a delayed notification of defects.
- 4.3. Defects in the supply established in this context shall be notified to Supplier by Orderer in a textual form without delay.

5. Non-disclosure

- 5.1. The contracting parties undertake to treat all commercial, technical and other details which are not apparent and become known to them as a result of the business relationships as business secrets. This non-disclosure duty shall only expire when and insofar as the information provided has become public domain.
- 5.2. Drawings, models, templates, samples and similar objects may only be used for the rendering of the services agreed by contract and may not be provided or otherwise made accessible to unauthorised third parties. Reproduction of such objects is only admissible within the framework of the operational necessities and provisions of copyright law.
- 5.3. Sub-suppliers shall be obligated accordingly.
- 5.4. Information subject to non-disclosure shall be returned to Orderer following the end of the contract or provably deleted or destroyed by request.
- 5.5. The contracting parties may only advertise with their business relationship with express prior consent.

6. Delivery dates and periods

- 6.1. Agreed dates and periods shall be binding. Receipt of the goods by Orderer shall be decisive for compliance with the delivery date or period. If no fixed dates within the meaning of §376 German Commercial Code and also no other periods have been agreed, a delivery period of 15 days from ordering shall apply.
- 6.2. If supply "DDP" has not been agreed, Supplier shall provide the goods in good time, taking the customary time for loading and dispatch into due account. To the extent that nothing to the contrary results from the individual orders, passage of risk shall be based on the DAP term (Incoterms® 2018).
- 6.3. Premature supplies shall require consent.
- 6.4. In the event of urgent operational necessities, Orderer shall be entitled to demand a postponement of the supply date up to seven days before the delivery date for a maximum of six months for standard products. In the event of products manufactured specifically for Orderer, the latter can only demand a postponement of the supply date up to fourteen days before the delivery date for a maximum of three months.
- 6.5. A complete delivery note shall be enclosed with the supply.

7. Arrears in supply

- 7.1. If difficulties with a view to supply or compliance with the delivery date become known to Supplier, it shall inform Orderer without delay in a textual form.
- 7.2. Supplier shall be obligated towards Orderer for reimbursement of the damage from arrears.
- 7.3. In the event of slight negligence, damages shall be limited to additional freight costs, refitting costs and, following a fruitless period of grace or loss of interest in supply, the additional expenditure for hedge purchases.

8. Force majeure

Force majeure, industrial disputes, unrest, official measures and other unforeseeable, unpreventable and severe incidents shall release the contracting parties from the duties to perform for the duration of the disturbance and the scope of its effect. This shall also apply if these incidents occur at a time at which the contracting party in question is in arrears. The contracting parties shall be obliged to give the necessary information and to

adapt their obligations to the changed situation in good faith without delay within the framework of what is reasonable.

9. Quality and documentation

- 9.1. For its supplies, Supplier shall comply with the acknowledged rules of engineering, the safety directives, the product law provisions valid at Supplier's headquarters and the agreed technical data. It shall at its own expense set up a quality management system fulfilling the acknowledged rules within the framework of its possibilities.
- 9.2. Changes to the object of supply shall require Orderer's prior consent in a textual form. Independent of this, Supplier shall permanently examine the quality of the objects of supply. The contracting parties shall inform one another about the possibilities of an improvement of quality.
- 9.3. In addition, Supplier shall keep specific records of when, in which way and by whom the objects of supply have been examined and which results the required quality tests have provided. The examination documents shall be archived for at least fifteen years and presented to Orderer upon request. Supplier shall obligate upstream suppliers to the same extent within the framework of the statutory possibilities.
- 9.4. To the extent that authorities competent for motor vehicle safety, exhaust fume determination or similar demand insight into Orderer's sequence of production and examination documents for verification of certain requirements, Supplier declares its willingness, by request of Orderer, to grant them the same rights in its company and to give every reasonable support.

10. Liability for defects

- 10.1. If defective goods are supplied, Orderer can demand as follows if the statutory and following preconditions have each been fulfilled and nothing to the contrary has been agreed:
 - 10.2. Before the start of production (processing or installation), Orderer shall to start with give Supplier the opportunity of sorting out and remedying the defects or subsequent (replacement) supply, unless this cannot be reasonably expected of Orderer. If Supplier cannot fulfil this or fails to comply with it without delay, Orderer can withdraw from the contract to this extent without further setting of a period and send the goods back at Supplier's risk. In urgent cases, it can carry out the remedying of the defect itself or have it remedied by third parties by agreement with Supplier. Costs incurred hereby shall be borne by Supplier. If the same goods are repeatedly supplied with defects, Orderer shall be entitled to withdrawal following a caution in the event of a further defective supply, also for the scope of supply which has not been fulfilled.
 - 10.3. If the defect is only established following the start of production, despite compliance with the obligation according to subsection 4 (notification of defects), Orderer can demand subsequent performance and reimbursement of the transport costs necessary for the purpose of subsequent performance as well as dismantling and installation costs (working costs; material costs to the extent agreed) or reduce the purchase price.
 - 10.4. Alongside claims from defects, the rights of recourse stipulated by law shall accrue to Orderer within the supply chain (§§ 445a, 445b, 478 German Civil Code). Pre-registration cars, presentation cars and exhibition vehicles shall also be deemed vehicles manufactured as new.
 - 10.5. In the event of a culpable breach of duties exceeding the supply of defective goods (e.g. an information, consultancy or examination duty), Orderer can demand reimbursement of the subsequent damage from the defect resulting from this and also of the subsequent damage from the defect reimbursed by Orderer to its customer according to the provisions of Section 11. A subsequent damage from the defect shall be the damage which Orderer has suffered on legally protected interests other than the goods themselves as a result of supply of defective goods.
 - 10.6. The parts to be replaced shall be provided to Supplier by Orderer by request of Supplier and at its expense.
 - 10.7. Claims from liability for defects shall be barred with the expiry of 24 months after first registration of the vehicle or installation of

replacement parts, albeit no later than the expiry of 60 months after supply to Orderer.

- 10.8. Claims from defects shall not originate if the defect is to be ascribed to a breach of operating, maintenance and installation directives, unsuitable or improper use, defective or negligent treatment and natural wear and tear or intervention in the object of supply done by Orderer or third parties.
- 10.9. In the event of defective supplies, Orderer's claims from the Product Liability Act, tort and management without commission shall remain unaffected by this Section 10. Property and service life guarantees must expressly be designated as such in the individual case.

11. Liability

- 11.1. To the extent that no other liability regulations have been made at any other point in these terms and conditions, Supplier shall only be obligated to indemnify damage incurred by Orderer directly or indirectly as a result of a defective supply, on account of breach of official safety directives or from any other legal reasons to be ascribed to Supplier as follows.
- 11.2. As a matter of principle, an obligation to damages only exists if Supplier is culpable for the damage caused by it.
- 11.3. If claims are made against Orderer on the basis of liability independent of culpability according to law which cannot be dispensed with vis-à-vis third parties, Supplier shall vouch towards Orderer to the extent that it would also be directly liable.
- 11.4. The duty to damages has been ruled out to the extent that Orderer for its part has effectively limited liability towards its customer. In this context, Orderer shall endeavour to agree limitations of liability also in Supplier's favour to a scope admissible by law.
- 11.5. Orderer's claims have been ruled out to the extent that the damage is to be ascribed to breaches of operating, maintenance and installation directives, unsuitable or improper use, defective or negligent treatment, natural wear and tear or defective repairs for which Orderer is answerable.
- 11.6. Supplier shall be liable for Orderer's measures for aversion of damage (e.g. recall action) to the extent obligated by law.
- 11.7. Orderer shall inform and consult Supplier extensively if it wishes to make a claim against it according to these regulations. It shall give Supplier the opportunity of examining the case of damage.
- 11.8. Supplier shall conclude and maintain an extended product liability insurance with a lump-sum coverage of at least 10 mill. EUR per case of personal/property damage, with coverage extending to the whole of Europe and other countries of supply.

12. Protective rights

- 12.1. Orderer shall remain owner of all rights, in particular ownership and copyrights, to all objects capable of property rights provided to Supplier as well as other documents and data.
- 12.2. If Supplier's new or existing property rights are impinged by the supply, Orderer shall receive an irrevocable and sub-licensable right of use to them without limitation of time, content and space. Orderer shall be entitled to process the work result and to adapt it if applicable. The granting of the right shall be deemed settled with the agreed contractual remuneration.
- 12.3. Supplier shall be liable for claims resulting from a breach of property rights and applications for property rights (property rights) in contractual use of the objects of supply to the extent that it has caused this breach.
- 12.4. It shall indemnify Orderer and its customers against all claims from the use of such property rights.
- 12.5. This shall not apply to the extent that Supplier has manufactured the objects of supply according to drawings, models or other descriptions or information to be equated to them provided by Orderer and does not know or does not need to know in connection with the products developed by it that protective rights are breached as a result.
- 12.6. To the extent that Supplier is not liable according to subsection 12.5, Orderer shall indemnify it against claims by third parties caused by Orderer.

- 12.7. The contracting parties undertake to notify one another without delay of risks of injuries and alleged cases of injury becoming known to them and to give one another the opportunity of counteracting pertinent claims by mutual agreement.
- 12.8. By request of Orderer, Supplier shall notify the use of published and unpublished own and licensed property rights and applications for property rights to the object of supply.
- 13. Use of production equipment**
- 13.1. Substances, materials, models, templates, matrices, samples, tools and other production equipment provided to Supplier or completely paid for by Orderer shall be Orderer's property. They may only be used for the intended purpose for fulfilling the contract and may only be used for supplies to third parties or forwarded to the latter with prior textual consent from Orderer.
- 13.2. Such production equipment shall be kept separate at Supplier's expense and insured to a suitable extent against destruction and loss. Following the end of the contract, they shall be returned or, if requested, provably destroyed.
- 13.3. Processing, blending or combination of the production equipment by Supplier shall be done exclusively on Orderer's behalf. The latter shall become co-owner of the products manufactured therefrom in the ratio of the value of the production equipment to the value of the total product.
- 14. Compliance**
- 14.1. Supplier and the persons employed by it are obliged in general and during the term of the business relationship to comply with all laws, ordinances and directives concerning them and the business relationship with Orderer, including (but not only) all anti-corruption and anti-trust laws.
- 14.2. Supplier, its management and its employees shall (i) not promise, hold out or grant any unlawful benefits to officials, potential customers or their employees or third parties and (ii) not accept any unlawful benefits from potential customers, their employees or third parties.
- 14.3. Supplier ensures that the object of supply has not been manufactured either by child labour, prison or forced labour or in a slave-like, health-damaging or exploitative way or would in any other way breach general ethical principles, in particular human dignity. Supplier further assures that it does not tolerate discrimination and harassment of its employees and takes countermeasures if necessary. Supplier shall always observe valid industrial law, ensure a secure working environment, comply with all applicable provisions with a view to quality, health protection and security and take the requirements of the environment into due account. It shall not use any forbidden or unsafe materials or components and always ensure environmentally friendly and secure disposal of waste material. Supplier shall be liable for the environmental compatibility of the supplied products and for all subsequent damage caused by a breach of environmental law provisions and/or toxicity of the products to the extent that it is answerable therefor. It shall also impose the obligations assumed above on its upstream suppliers.
- 14.4. Supplier shall be obliged to inform Orderer about breaches of one of the aforementioned obligations without delay and to explain how the breach has been remedied and the measures which it has taken so that a breach is not repeated.
- 14.5. If there is a substantiated suspicion that a crime or an anti-trust breach has been committed by Supplier or by one of its authorised representatives or sub-suppliers and this may have had an effect on the subject matter of the contract, Orderer shall optionally be entitled to extraordinary termination or to withdrawal from the contract and/or the purchase agreements concluded thereunder. In the event of breaches of law by Supplier or persons to be ascribed to it, Supplier shall be obliged towards Orderer to damages and to indemnification of claims by third parties against Orderer.
- 14.6. If there is the substantiated suspicion that there have been breaches of law by Supplier or its authorised representatives or sub-suppliers, Orderer shall be entitled to hold an audit with Supplier. The audit shall be held on Supplier's business premises at the customary business hours by a person obligated to professional non-disclosure by request of and following prior announcement by Orderer. The directives of data protection law shall be complied with.
- 14.7. Supplier shall supply the object of delivery with all registrations/approvals necessary for sale in Europe, in particular and also in the Federal Republic of Germany, and other technical and statutory preconditions, e.g. (to the extent relevant), with TÜV test sign including the pertinent CE declaration of conformity and, if applicable, also with correct registration with the National Register for Waste Electric Equipment (EAR).
- 14.8. Upon request, Supplier shall be obliged to present all the certificates relevant for the product in question to Orderer in the version valid at the time in question within 5 working days.
- 14.9. Orderer shall be entitled to terminate or to withdraw from contractual agreements without notice if Supplier essentially fails to comply with the aforementioned terms, also after a prior, fruitless caution.
- 15. Miscellaneous**
- 15.1. Amendments and/or additional agreements shall only be valid if they have been recorded in a textual form and signed by both parties in a legally binding way. This shall also apply to cancellation of this provision.
- 15.2. Supplier can only offset against Orderer's claims if Supplier's counterclaim is undisputed or a legally effective fiat exists. A right of retention can only be claimed to the extent that it is based on claims from the present agreement.
- 15.3. Supplier shall assume the obligations from the German Scrap Cars Ordinance (Altfahrzeug-Verordnung) and the pertinent EU legal regulations in the version valid at the time in question.
- 16. Law, place of jurisdiction, severability clause**
- 16.1. Orderer's substantive law shall prevail exclusively. UN purchase law (CISG) and the regulations of international private law shall not be applicable.
- 16.2. The exclusive place of jurisdiction for all legal disputes between Orderer and Supplier shall be Orderer's registered office.
- 16.3. If a provision of these General Terms and Conditions of Purchase is or becomes ineffective or unenforceable or if the agreement contains loopholes, the remaining contents of the agreement shall not be affected. In such a case, the parties shall be obliged to agree to a new regulation commercially coming closest to the ineffective, unenforceable or incomplete regulation in a legally admissible way.

 Date, Location

 Signature + company stamp