

DAIMLER TRUCK

General Terms and Conditions for the Sale of Aggregates and Components of Daimler Truck AG – Terms and Conditions for the Sale of Aggregates and Components –

For exclusive use for dealings with persons who, at the time the purchase contract is concluded, are acting in the exercise of their business or independent profession (merchants), as well as governmental legal entities or special funds under public law.

1. Scope

- 1.1 The Terms and Conditions for the Sale of Aggregates and Components apply to the sale of newly manufactured engines, exhaust gas treatment systems, transmissions, axles and other vehicle components ("Contract Goods") by Daimler Truck AG, Stuttgart, or by one of its affiliated companies (§15 of the German Stock Corporation Act (AktG)) ("Seller").
- 1.2 Other general terms and conditions of the buyer shall not apply even if such terms and conditions have not been expressly rejected or if the Seller, having knowledge thereof, unconditionally accepts or effects performance.

2. Contract Formation, Assignment

- 2.1 The Seller's offers are non-binding unless they have been expressly designated as binding.
- 2.2 There are no oral side agreements. Purchase contracts (order and acceptance) as well as any modifications and amendments thereto must be in written form or in text form (including facsimile and e-mail) in order to be effective. Notwithstanding the foregoing, any modifications and amendments to the Terms and Conditions for the Sale of Aggregates and Components must be in written form in order to be effective; this also applies to the cancellation of this written form requirement. In the event of modifications of or amendments to the purchase contract, to the extent required, the parties shall at the same time anew agree on the agreed delivery periods and delivery dates, respectively, as well as additional or reduced costs.

In writing or written form within the meaning of these Terms and Conditions of Sale includes electronic signature.

- 2.3 The Seller may accept the buyer's orders by means of an order confirmation within eight weeks from the date the order is received. If the Seller does not accept the order within four weeks from the date the order is received, then the buyer shall be entitled to revoke its order until the order confirmation is received or the Contract Goods are delivered. The purchase contract is concluded in any case when delivery has been made.
- 2.4 The transfer of the buyer's rights and obligations under the purchase contract requires the prior written consent of the Seller. This does not apply to a claim for money of the Buyer against the Seller. For other claims of the Buyer against the Seller, the prior consent in writing of the Seller is not required if the Seller has no interest worth protecting in an exclusion of assignment or if legitimate interests of the Buyer in an assignment of the right outweigh the Seller's interest worth protecting in an exclusion of assignment. In the

event of a breach or an attempted breach of this provision, the Seller may withdraw from the contract without notice by informing the Buyer in writing of this withdrawal.

3. Scope of Delivery, Quality, Changes

- 3.1 The Seller shall manufacture the Contract Goods in accordance with the recognized rules of technology, the agreed scope of delivery and by using the parts required therefore from the serial delivery program for series vehicles manufactured by the Seller current at the time the Contract Goods are manufactured, including the technical changes to, improvements of and further developments of the aggregates and components and their parts in series which were made on or before that date ("Serial Delivery Program"). During the delivery period, the Seller reserves the right to make any changes to the scope of delivery affecting the form, fit and function of the Contract Goods, so far as the changes, considering the Seller's interests, are reasonable for the buyer; the Seller shall inform the buyer about the nature, content and scope of such changes. The quality of the Contract Goods shall solely result from the agreed scope of delivery by using the Serial Delivery Program.
- 3.2 The installation of the Contract Goods in the products manufactured by the buyer ("End Products"), the influence of the Contract Goods on the End Products, the interoperability, particularly the functional and safe interaction between the Contract Goods and the End Products or their parts, the functional capability, functionality and performance characteristics, safety and reliability as well as other functional purposes of the End Products in their entirety shall not belong to the quality of the Contract Goods. These characteristics fall within the buyer's responsibility; insofar, the buyer shall indemnify the Seller from any third party claims.
- 3.3 All statements by the Seller relating to the Contract Goods, particularly relating to technical data, operating costs, consumption data, performances, weights and measurements, which the Seller makes in advertising, in brochures or in other documents, shall be deemed merely non-binding indications and shall not belong to the quality pursuant to Clause 3.1, unless they have been expressly agreed on as a representation as to the Contract Good's quality in the scope of delivery.
- 3.4 Guarantees, particularly guarantees as to the quality, shall be binding for the Seller only to the extent to which they have been agreed on in writing.

4. Delivery, Default of Delivery, Acceptance, Default of Acceptance

- 4.1 Delivery dates and delivery periods are non-binding unless they have been expressly agreed on as binding. Delivery periods shall begin when the purchase

contract is concluded.

- 4.2 Delivery shall be made FCA Incoterms 2020 at the agreed delivery plant of the Seller, unless otherwise agreed.
- 4.3 Partial deliveries are permissible to the extent they are reasonable for the buyer, particularly if the delivery of the remaining ordered Contract Goods is secured and the buyer does not thereby incur any significant extra expense or any significant additional costs. For each partial delivery, a separate partial invoice regarding the respective Contract Goods delivered may be issued.
- 4.4 Four weeks after the expiry of a non-binding delivery date or a non-binding delivery period, the buyer may request the Seller to make the delivery within a reasonable grace period. After receipt of the request the Seller shall come, in the event of fault, into default of delivery. If the Buyer wishes to withdraw from the contract and/or claim damages in lieu of performance, it must set for the Seller a reasonable period within which to effect delivery after the end of the four-week period pursuant to Sentence 1.
- 4.5 If a binding delivery date or a binding delivery period is exceeded, then the Seller shall be, in the event of fault, in default of delivery upon exceedance of the delivery date or the delivery period. The rights of the Buyer shall then be determined by clause 4.4 sentence 3.
- 4.6 The Seller's adherence to a delivery date or a delivery period is subject to the timely performance of the buyer's obligations which are a prerequisite for the delivery, such as the provision of any documents required for the delivery or the making of any agreed advanced payments. If this is not the case, then the Seller shall not be responsible for the respective delay.
- 4.7 If the buyer has a claim for compensation of damages resulting from the default of delivery, then it shall be limited in the event of (a) slight negligence of the Seller and (b) gross negligence of the Seller's employees or agents who are not legal representatives or executives of the Seller to in total 5% of the purchase price for the affected delivery. If, in the aforementioned cases, the buyer has a claim for damages instead of specific performance, then such damages shall be limited to a maximum of 25% of the purchase price for the affected delivery. Otherwise, Section 12 shall apply.
- 4.8 The buyer shall come into default of acceptance if it does not accept the Contract Goods either when the binding delivery period ends or on the binding delivery date. In the case of non-binding delivery periods or delivery dates, the Seller may inform the buyer that the Contract Goods are ready; if the buyer does not accept the Contract Goods within four weeks from the reception of the readiness notice, then it shall come into default of acceptance. In the foregoing cases, the default of acceptance shall also arise if the Seller stores the Contract Goods at the buyer's request.
- 4.9 If the buyer is in default of acceptance, then the Seller may charge the buyer any additional costs which the Seller incurs thereby, for example rental costs for containers and other storage expenditures. The buyer shall pay a lump sum compensation for the storage costs equal to 0.1% of the purchase price for the stored Contract Goods per calendar day of the sto-

rage, but no more than 1% per calendar month; the Seller reserves the right to claim additional damages. The Seller may dispose of the Contract Goods otherwise after the fruitless setting of a reasonable grace period and instead deliver within a reasonable period a similar Contract Good on the terms and conditions of the purchase contract or may rescind the purchase contract as well as claim additional damages.

5. Prices, Value-added Tax

- 5.1 The price for the Contract Goods is understood net in euro and, unless otherwise agreed. Packaging costs and agreed other ancillary services will be listed separately.
- 5.2 Any value-added tax accruing will be charged separately at the then-current statutory rate and shall be paid by the buyer. In the case of an export, the buyer shall deposit with the Seller the value-added tax at the then-current statutory rate applicable to the purchase price and to the remuneration agreed for the ancillary services; upon providing suitable evidence of a value-added tax exemption, the amount deposited shall be refunded without interest. Seller may at its sole discretion elect to waive the deposit of the value-added tax. If the Seller delivers the Contract Goods abroad, then a deposit of the value-added tax is not requested.

6. Payment, Default of Payment and Offsetting

- 6.1 Invoices may be issued from the delivery or default of acceptance. Unless otherwise agreed, the purchase price and prices for incidental services shall be payable less any agreed discounts upon delivery of the objects of sale and submission of the invoice or other means of rendering account. Cash payment of the purchase price and of prices for incidental services is accepted up to an amount of 9.999 EUR (or the equivalent in the currency stated on the order) including sales tax. Any amount exceeding this threshold must be paid cashless. Deviating hereof, the Seller can reject a cash payment of an amount below the above-mentioned threshold in individual cases, if the Buyer makes further transactions (purchases or service orders) with the Seller which exceed the threshold of 9.999 EUR (or the equivalent in the currency stated on the order) including sales tax in total within a period of less than 30 days.
- 6.2 Payment must be made in the currency specified on the invoice and in such a way that the Seller does not incur any costs.
- 6.3 Should the buyer default on payment, including with respect to individual invoices, the Seller shall be entitled to demand payment in advance for the consignments in transit and subsequent deliveries from all ongoing contracts. For purposes of determining the timeliness of the payment, the date on which the invoiced amount is received on the designated account shall be decisive. In the event of default of payment, the Seller may demand default of payment interest equal to nine percentage points over the base rate. The Seller reserves the right to claim additional damages.

7. Retention of Title

- 7.1 Until all of the receivables related to the purchase contract have been paid in full, the Seller shall retain

title to the Contract Goods. If an open account exists between the parties, then the Seller shall retain title until all payments owed against the recognized account balance in connection with the purchase contract have been paid.

- 7.2 Any processing or transformation by the buyer of the Contract Goods delivered subject to retention of title ("Retained Goods") is performed for the Seller. If this is carried out with extrinsic items which do not belong to the Seller or if the Retained Goods are inseparably combined with such extrinsic items, then the Seller shall acquire co-ownership in the new item in proportion of the value of the Retained Goods to the value of the extrinsic items; with respect to the new item, the same shall otherwise apply as applies to the Retained Goods. If a combination is made in a manner that would suggest that the buyer's item is the main item, then the buyer shall transfer proportionate co-ownership to the Seller.
- 7.3 The Seller revocably consents to the resale of the Retained Goods by the buyer in the ordinary course of business. The buyer hereby assigns the receivables accruing from the resale together with all incidental rights to the Seller until all of the Seller's claims under Clause 7.1 in the amount of the final invoice amount (including value-added tax) are settled in full; in the cases of Clause 7.2, the assignment shall be made proportionately to the co-ownership shares.
- 7.4 The buyer shall remain entitled and obliged to collect the receivables assigned to the Seller. The Seller's right to collect itself the receivables shall not be affected thereby. The Seller shall not, however, collect the receivables as long as the buyer discharges its payment obligations from the collected proceeds, does not generally cease making payments, is not in default of payment and no insolvency proceedings have been opened, or respective petitions have been filed, against the buyer's assets. If one of the foregoing conditions has been met, then the buyer shall, without undue delay, inform the Seller thereof in writing; at the Seller's request, the buyer shall be obliged to notify any debtors about the assignment and to provide the Seller with the requisite information and deliver to the Seller any documentation required for the enforcement of its rights.
- 7.5 Otherwise, the sale, pledge or assignment as security is prohibited for the buyer. The buyer is obliged to give notice of the Seller's ownership in the event of seizures and other impairments of the ownership interests and shall notify the Seller hereof in writing without undue delay.
- 7.6 If the buyer fails to discharge its payment obligations from the collected proceeds, generally ceases making its payments, is in default of payment or if insolvency proceedings are commenced against the buyer's assets or a respective petition is filed, then the Seller shall be entitled, after the expiration of a grace period of two weeks, to repossess the Retained Goods, to the exclusion of the buyer's retention rights, if any, and to enter the buyer's business premises during regular business hours for such purposes; in the cases of Clause 7.2, the Seller shall be entitled to the repossession in proportion to the co-ownership shares. After

repossession and prior notice, the Seller shall be entitled to a reasonable realization of the Retained Goods. The proceeds shall be imputed from the buyer's liabilities, less any reasonable costs of the realization. Rescission from the purchase contract is not required for this purpose; any requests to surrender the property, repossession, threaten action or realization do not constitute a rescission from the purchase contract.

- 7.7 If the laws of a country in which the Retained Goods are located do not permit a retention of title but allow the Seller to retain other comparable security interests in the Contract Goods, then the Seller may enforce such other security interests. The buyer is obliged at its costs to take any actions which may be required in order to validate and preserve the retention of title or other security interest.

8. General Provisions on Service for Defects in the Case of Zero-km- Defects and Other Defects

- 8.1 As a condition for the provision of a service for defects, the buyer shall inspect the Contract Goods according to the practices used in the ordinary course of business. Identifiable defects shall be notified without undue delay but no later than within two weeks. Hidden defects shall be notified without undue delay but no later than within two weeks after such defects are discovered. Notices shall specifically indicate the defect and shall be in written form or in text form (including facsimile and e-mail).
- 8.2 In the event of defects, the Seller shall, at its choice, either rectify the defect ("Rectification") or deliver a non-defective Contract Good ("Subsequent Delivery").
- 8.3 The fulfillment of the service for defects shall be performed, at the Seller's choice, either by the Seller itself or by an operation which the Seller has authorized to support the Contract Goods, at the buyer's plant, at the delivery plant, at a plant designated by the Seller or at the location of deployment. If the Seller performs the Rectification at the buyer's plant, then the buyer shall at its own costs provide support personnel, equipment and factory equipment and shall execute the requisite incidental work.
- 8.4 In order to perform all the Rectifications and to make all the Subsequent Deliveries which the Seller deems necessary, the buyer shall, after coordination with the Seller, provide the Seller with the necessary time and opportunity.
- 8.5 If a service for defects finally fails, then the buyer may rescind the purchase contract; if the Seller has delivered both defective and non-defective Contract Goods, then the buyer may rescind the entire purchase contract only so far as it has no interest in the delivery of the non-defective Contract Goods. The right to reduce the purchase price is excluded.
- 8.6 The Seller has no obligation to provide the service for defects if defects or damages are attributable (a) to faulty assembly and commissioning, respectively, particularly in the event of a violation of installation rules or applicable statutory provisions, standards of the professional or industrial associations, safety standards or recognized rules of technology, (b) to unsuitable or improper use, (c) to faulty or negligent handling or storage, (d) to improper operation or maintenance,

(e) to unsuitable utilities, (f) to natural wear and tear, (g) to chemical, electrochemical or electrical influences, (h) to a lack of testing of End Products, (i) to a failure to comply with Seller's notifications with respect to the avoidance of defects and damages, or (j) to the use of the Contract Goods under extraordinary operating conditions that were not known at the time the contract was concluded, and the Seller is not responsible for such causes.

- 8.7 If the buyer or a third party makes changes to or otherwise interferes with the Contract Goods such that parts emerge which are not the subject matter of the scope of delivery, then the service for defects shall be excluded, unless the buyer proves that the defects are not attributable to the change or interference. If the defects are not attributable to the changes or interferences, then any Subsequent Delivery shall be made according to the technical requirements through delivery of non-defective Contract Goods or parts without the changes or interferences.
- 8.8 Unless regulated otherwise and so far as the notice of the defect proves to be legitimate, the Seller shall, within its obligation to provide service for defects, assume the direct costs of the service for defects. The Seller assumes dismantling and installation costs, the costs for any changes to or interferences with the Contract Goods, which the Seller delivers for the purposes of the service for defects, by the buyer, as well as other non- direct costs, only on the basis of the claims for damages limited pursuant to Clause 12. Any costs of the service for defects which the Seller is not required to assume may be invoiced to the buyer. Buyer shall only have claims of recourse against the Seller in case the buyer has sold on the Contract Goods to a consumer.
- 8.9 Any Contract Goods and parts which are substituted in connection with the service for defects shall become the Seller's property. If such Contract Goods are in the buyer's possession, then the buyer agrees to maintain them in the ordinary course of business in the condition they were in when they were delivered, to handle them with care and, at the Seller's choice and in accordance with the Seller's directions as well as at the costs of the Seller, to return them to the Seller's delivery plant, or to duly dispose of the Contract Goods.
- 8.10 Service for defects is performed without acknowledgement of any legal obligation. With respect to the parts that are installed for Rectification, claims for service for defects may be enforced up until the expiration of the limitation period for the respective Contract Goods plus the period of the Rectification. This shall apply correspondingly in the event of the service for defects by means of Subsequent Delivery.
- 8.11 To the extent the purchaser that purchases the End Product from the buyer ("End Purchaser") is a consumer within the meaning of § 13 German Civil Code, the provisions of this section shall not apply to material and legal defects in goods with digital elements for the aforementioned digital elements, but the statutory provisions shall apply.
- 8.12 The buyer shall have no further rights in the event of defects so far as such do not otherwise result from Clauses 9 and 10 or claims for damages limited pursuant to Clause 12.

9. Service for Defects in the Event of Zero-km-Defects

With respect to defects which are identified at the time of the delivery, the installation or the functional test of the Contract Goods in the End Product ("Zero-km-Defect"), the following shall apply:

- 9.1 The Rectification is performed in principle by the Seller. Upon the Seller's prior consent given either in written form or in text form (including facsimile and e-mail), the buyer may rectify the Zero-km-Defect in a professional manner itself or by engaging a third party; any directions by the Seller shall be observed in this regard. The Seller shall bear, in accordance with Clauses 8.8 and 9.2, the costs of the service for defects up to an amount equal to that the Seller would have incurred had it performed the Rectification itself. The parts value to be taken into account thereby shall be calculated in accordance with the net purchase price of the Contract Goods or parts installed as part of the Rectification, respectively. If the Zero-km-Defect is not rectified in a professional manner by the buyer or third party, then there shall be no claim for reimbursement of costs against and no liability of the Seller for the consequences therefrom. Any overtime pay, out-of-pocket expenses or downtimes will not be compensated.
- 9.2 Location-dependent costs in connection with the service for defects, for example transport, travel, labor and material costs, will not be borne by the Seller and will not be reimbursed to the buyer, respectively, so far as such costs exceed the costs of the most cost-effective, reasonable transport or such costs increase because the Contract Goods have been removed to a location other than the delivery address indicated by the buyer.
- 9.3 The limitation period for the service for defects in the event of Zero-km- Defects is twelve months from the delivery of the Contract Goods.

10. Service for Defects in the Event of Other Defects

With respect to defects which do not qualify as Zero-km-Defects and do exist at the time of delivery ("Other Defects"), the following shall apply:

- 10.1 At the request of the End Purchaser, the Seller shall, if the requirements for the service for defects to the buyer are fulfilled, provide the service for defects to the End Purchaser directly. The conditions of the service for defects to the buyer apply correspondingly. The End Purchaser will not, however, acquire any claim for service for defects against the Seller. The buyer is obliged to inform the End Purchaser about the requirements and conditions of the service for defects by the Seller. The buyer may not assign in whole or in part its rights for defects to the End Purchaser without the prior written consent of the Seller. Upon duly providing the service for defects to the End Purchaser, the Seller fulfills its obligation to provide service for defects to the buyer.
- 10.2 Notwithstanding Clause 8.8, neither the buyer nor the End Purchaser shall be charged with any costs. The Seller shall bear, irrespective of Clause 8.9 Sentence 2, transport costs of the buyer only during the first twelve months from the delivery and only if such costs do not exceed the costs of the most cost-effective, reasonable transport.

10.3 The limitation period for the service for defects in the event of Other Defects is 30 months from the delivery of the Contract Goods. During the first twelve months from the delivery, the service for defects is independent of the driving performance of the respective Contract Good; thereafter, the service for defects for the respective Contract Good shall be excluded upon reaching a driving performance of 200,000 kilometers.

11. Changes to the Contract Goods, Manufacture of End Products

11.1 In the event of changes to or interferences with the Contract Goods such that parts emerge which are not subject matter of the scope of delivery, the buyer shall cross-off the signs and numbers of the Seller in a recognizable manner.

11.2 When manufacturing the End Products, particularly installing the Contract Goods, the buyer shall comply with the directives, rules, recommendations and documentation provided by the Seller ("Aggregate Documentation"), the applicable statutory provisions, regulatory requirements, court decisions and administrative orders, the applicable standards of the professional and industry associations, the applicable safety standards and the recognized rules of technology. The buyer shall check the provided Aggregate Documentation for technical accuracy and completeness and notify the Seller in writing of any discrepancies identifiable during the checking without undue delay. The buyer shall indemnify the Seller in the event of an infringement of the foregoing obligations from any third party claims.

11.3 The buyer is responsible for the certification and homologation of the End Products.

11.4 The Seller may withhold deliveries if the use of the Contract Goods by the buyer exposes the Seller to risks under product liability or product safety law or other statutory provisions. Agreed delivery periods and delivery dates, respectively, will be extended or postponed, respectively, for the duration of the risk. If the risk continues for three months or more, then the Seller may rescind the affected purchase contract upon giving written notice.

12. Liability of the Seller

12.1 If the Seller, pursuant to the statutory provisions and in accordance with the Terms and Conditions for the Sale of Aggregates and Components, is accountable for any damage which has been caused by simple negligence, then the Seller's liability shall be limited:

Liability shall exist only in the event of a breach of material contractual obligations which the purchase contract pursuant to its content and purpose specifically intends to impose upon the Seller or the discharge of which is an essential prerequisite for the due performance of the purchase contract and the compliance with which is a fact upon which the buyer routinely relies and may routinely rely. The liability shall be limited to the typical damage foreseeable at the time the contract was concluded. The limitation of liability to the damage foreseeable at the time the contract was concluded shall apply in the same manner to any damages caused grossly negligent by employees or agents of the Seller who are not legal representatives or executives of the Seller.

12.2 To the extent, in the cases of Clause 12.1, the damage is covered by an insurance policy effected by the buyer for the respective event of loss (excluding aggregated sum insurance policies), then the Seller shall be liable only for the buyer's detriments connected therewith, for example higher insurance premiums or interest detriments until the adjustment of damages by the insurance carrier.

12.3 The limitation period for claims for damages based on defects is twelve months from the delivery. In the other cases of Clause 12.1, the limitation period is two years from the date on which the claim arose and the buyer obtained knowledge of the circumstances giving rise to the claim. Irrespective of the buyer's knowledge, the claim shall become statute-barred three years from the date of the event triggering the damages.

12.4 If the End Purchaser is a consumer within the meaning of § 13 German Civil Code and the subject matter of the contract also includes the provision of digital content or digital services, whereby the Contract Goods can also fulfill its function without these digital products or services, the statutory provisions of §§ 327 et seq. German Civil Code shall apply to this digital content or digital services.

12.5 The foregoing limitations of liability shall not apply to the Seller's liability (a) in the event of fraudulent concealment of a defect, (b) in connection with the assumption of a guarantee as to the quality for defects (in this respect, as applicable, the liability rule and limitation period, respectively, under the guarantee shall apply), (c) pursuant to the German Product Liability Act, (d) for injury of life and limb, (e) for intent, or (f) due to gross negligence of the Seller's legal representatives or executives.

12.6 The foregoing limitations of liability shall also apply to the buyer's claims for damages against legal representatives, executives, employees or agents of the Seller.

12.7 The buyer shall, without undue delay, notify any damage to the Seller and shall, upon demand, allow the Seller to record and document any damage.

13. Product Liability (Liability for Damages Caused by Faulty Products)

With respect to the product liability in connection with the failure or malfunctioning of the End Products or the Contract Goods or their installation into or their operation in the End Products ("Failure"), the following provisions shall apply:

13.1 The buyer shall, without undue delay, notify the Seller in text form about actual and potential Failures of the Contract Goods of which the buyer becomes aware, or a respective suspicion. This shall also apply to any actual or potential Failures in connection with the influence of the Contract Goods on the End Products or on the interoperability, particularly in connection with the functional and safe interaction between the Contract Goods and the End Products or their parts.

13.2 The buyer shall secure potential means of evidence and shall, upon request, furnish without undue delay the Seller with copies of means of evidence, complaints, court documents and other relevant documents in connection with any such claim. This obligation shall survive the contract expiration until potential liability or recourse claims against the Seller lapse.

- 13.3 In the case of joint and several liability, as between the parties owing the compensation, the obligation to compensate and the extent of the compensation shall depend on the circumstances, particularly on the extent to which the damage has been caused by one or the other party owing the compensation.
- 13.4 If the Failure does not lie solely in the buyer's sphere of responsibility, then the Seller shall be informed prior to the conduct of possible field measures (service and recall campaigns as well as related notifications to the competent authorities). Possible measures relating thereto have to be coordinated with the Seller.

14. Force Majeure

- 14.1 The Seller's failure or delay in performing any of its obligations under the purchase contract will not be deemed a breach of the purchase contract to the extent that such failure or delay is directly due to any Force Majeure Event. "Force Majeure Event" means any event that is beyond the Seller's reasonable control and the effects of which the Seller could not reasonably have avoided or overcome such as but not limited to mobilization, war, civil war, terrorism, unrest, insurgency, embargos, imposition or creation of sanctions, currency control restrictions, natural catastrophes, epidemics, fire, legislative activities, judicial decisions or administrative or governmental orders, labor disputes, strikes or lawful lockouts, operational or transport disruptions, raw material procurement difficulties, or delays by suppliers. Force Majeure Events extend or postpone, respectively, the agreed delivery periods or agreed delivery dates, respectively, for the respective duration of the impediment plus a reasonable preparatory period. This shall also apply if the events arise at a point in time at which the Seller is in default. The Seller is obliged to inform the buyer about the commencement and the anticipated end of any such events.
- 14.2 Where the impediment continues for four or more months, then both parties may rescind the affected purchase contract upon giving written notice.

15. Intellectual Property Rights, Communication

- 15.1 The buyer may only advertise with, or otherwise use as a mark, the name or the trademarks or the business designations of the Seller and affiliates of the Seller within the meaning of Section 15 of the German Stock Corporation Act with the prior written consent of the Seller.
- 15.2 The buyer may not discredit the Seller, may not purport any connection with the Seller, and may not make any reference to the Seller in a misleading manner.

16. Compliance with Law and Export

- 16.1 The buyer shall comply with all applicable statutory provisions, regulatory requirements, judicial decisions and government orders, particularly all applicable export control, exporting and import laws. The buyer shall in a timely manner obtain all required approvals, permits and licenses, particularly those which are required for importing, exporting, selling or distributing the End Products. In the event of an infringement of the foregoing obligations, the buyer shall indemnify the Seller from any third party claims.
- 16.2 The Seller may withhold any deliveries towards the buyer in the event of a justified suspicion that the

buyer would infringe Clause 16.1 or if not all of the required approvals, permits or licenses have been obtained, and this is not attributable to the fault or responsibility of the Seller.

17. General Provisions

- 17.1 The indemnifications by the buyer pursuant to Clauses 3.2, 11.2 and 16.1 are applicable independent of fault and include the defense against unfounded claims by third parties. The buyer shall assume all costs, damage payments and expenses incurring to the Seller in this connection. The foregoing obligations apply correspondingly to third party claims against the affiliates of the Seller within the meaning of Section 15 of the German Stock Corporation Act and against legal representatives, executives, employees or agents of the Seller.
- 17.2 The buyer shall without undue delay inform the Seller in writing about any infringements of contractual provisions or applicable statutory provisions, regulatory requirements, judicial decisions and administrative orders as well as other important facts related to the contractual relationship or the Contract Goods.
- 17.3 Set-off and exercise of a right of retention by the buyer due to contested counterclaims or counterclaims which are not finally and legally established are excluded.
- 17.4 The Seller is entitled to assign rights and obligations under the contractual arrangements between the Parties to affiliates of the Seller within the meaning of Section 15 of the German Stock Corporation Act, to transfer the respective agreements to such companies and to have its obligations performed by such companies.
- 17.5 The place of performance for delivery of the object of sale shall be the relevant delivery warehouse of the plant of manufacture. For all other claims by either party against the other it shall be the registered office of the Seller unless otherwise agreed.
- 17.6 Notices and information which are required to be made in writing shall be communicated to the other party in advance without undue delay by facsimile or e-mail.
- 17.7 German law shall govern. The application of the UN Sales Convention (CISG) is excluded. If the legal meaning of any term or provision of the Terms and Conditions for the Sale of Aggregates and Components under German law differs from the legal meaning under English, US or any other law, the legal meaning under German law will prevail.
- 17.8 The exclusive venue for all disputes between the parties shall be the Regional Court of Stuttgart, unless otherwise agreed. The Seller may, however, sue the buyer at the latter's seat.
- 17.9 Should any provisions of the Terms and Conditions for the Sale of Aggregates and Components be or become invalid, the validity of the remaining provisions shall not be affected thereby. The Parties are obliged to replace invalid provision with one which most closely reflects economically the invalid provision.