

Clavey Automotive Services GmbH & Co. KG

General terms and conditions

1. Validity of our General Terms and Conditions

1.1. These General Terms and Conditions apply to all transactions with persons who, when concluding the contract, are acting in the exercise of their commercial and independent professional activity (entrepreneurs) as well as to transactions with legal persons under public law or special funds under public law.

1.2. As a supplement to the applicable law, these General Terms and Conditions form the basis of our supply and service contracts.

1.3. These General Terms and Conditions shall apply exclusively; they shall also apply to future transactions with the contracting party. Deviating terms and conditions of the contracting party shall not be valid even if we do not expressly object to them or render services to the contracting party without reservation or accept services from the contracting party. We have the right to withdraw from the contract if the contracting party objects to the validity of our General Terms and Conditions. General terms and conditions of the contracting party shall not be valid if they deviate from statutory provisions irrespective of the content of our General Terms and Condition.

1.4. We shall notify the contracting party in writing of any amendments to our General Terms and Conditions. They shall be deemed approved if the contracting party does not object in writing. We will separately inform the contracting party of this consequence when giving notice. The objection must be received by us within one month after the notification of the amendment has been received by our contracting party.

2. Conclusion of the contract/ written form

2.1. Our offers are non-binding.

2.2. All orders are binding for us only after our written confirmation.

2.3. Similarly, all other agreements and assurances not made in writing (verbally, by telephone or by data line or by e-mail) require our written confirmation.

3. Prices, packaging

3.1. Our prices are quoted in Euro plus the statutory value added tax applicable at the time of fulfilment, unless otherwise agreed.

3.2. Unless otherwise agreed, the prices and conditions of the price list valid at the time of conclusion of the contract shall apply.

3.3. In all other respects, the prices submitted in the offer, or the prices agreed in the contract shall apply unless they are expressly designated as non-binding. If the prices are described as non-binding, we are entitled to change the prices to the appropriate extent in the event of amendments to external costs, specifications, fees, interim wage increases or newly incurred external costs or fees.

3.4. Any changes to services made at the request of the contracting party after the contract has been concluded shall be charged separately.

7. Acceptance for maintenance, work, work delivery or construction services

7.1. If acceptance is expressly contractually agreed, acceptance must take place in writing immediately after notification of completion. Acceptance within a period of one week after completion of the service shall be deemed to be immediate.

7.2. If the contracting party puts the service provided by us into operation immediately, acceptance shall be deemed to have taken place, irrespective of the period specified above.

7.3. If acceptance has not been agreed or if acceptance is omitted for reasons for which we are not responsible, the service or partial service shall be deemed to have been accepted upon expiry of ten days after written notification of the completion of the service, unless the contracting party commissions or uses the service before the expiry of ten days. In this case, the commissioning or use of the service is decisive for acceptance.

7.4. If the deliveries and services provided by us are damaged or destroyed before acceptance due to force majeure or other unavoidable circumstances for which we are not responsible, we shall be entitled to payment for the work carried out to date and for any other costs incurred.

8. Warranty

8.1. Delivery of Goods

8.1.1. The contracting party is obliged to inspect the delivered goods immediately after delivery and to notify us in writing of any defects immediately (at the latest by the second working day after delivery). Defects which were notified late, i.e. contrary to the above obligation, will not be considered by us and are excluded from the warranty. Notices of defects will only be accepted as such by us if they have been communicated in writing. Complaints against sales representatives, transporters or other third parties do not constitute formal and timely complaints.

8.1.2. The return of the goods required in the event of a defect can only take place with our prior consent. Returns that are made without our prior consent do not need to be accepted by us. In this case, the contracting party shall bear the costs of returning the goods to them.

8.1.3. In the event that a rectification or a replacement delivery takes place on the basis of a legitimate complaint, the provisions regarding the delivery time shall apply accordingly.

8.1.4. The existence of a defect which has been established as such and which has been notified by means of an effective notice of defect shall give rise to the following rights on the part of the contracting party:

8.1.5. In the event of a defect, the contracting party shall first have the right to demand remedial action from us. The right to choose whether a new delivery of the item or a remedy of a defect takes place, we make solely at our own discretion.

3.5. Any design drawings, tools, samples and similar preparatory work created by us that are caused by the contracting party will be charged even if no contract is concluded. In this respect, these conditions already apply before the contract is concluded.

3.6. If services are provided at the contracting party's premises, the contracting party shall provide electricity, water, and other ancillary services free of charge. Unless expressly agreed otherwise in the contract.

3.7. In all other respects, consumables (e.g. compressed air, guest, etc.) shall be invoiced separately to the contracting party, unless expressly agreed otherwise in the contract.

3.8. If the provision of materials or other equipment has been agreed and if the materials are not available when we start work, we shall be entitled to procure these materials and to invoice them separately to the contracting party.

3.9. For waiting or downtimes for which the contracting party is responsible, we shall charge the usual hourly rate for wages and/or machine, truck or induced draft system. The respective (hourly) rates of our applicable price list shall be taken as the usual basis. The contracting party shall be at liberty to prove that these prices do not correspond to appropriate remuneration.

3.10. Unless otherwise agreed, packaging, freight and insurance costs are not included and will be charged separately. Pallets remain our property and must be returned within one month in perfect condition, unless otherwise agreed. The return of equivalent and similar pallets is permitted. If the return is not made within one month after delivery, the pallets will be invoiced separately.

3.11. Costs for faulty freight for which the contracting party is responsible will be passed on to the contracting party if incurred. The same applies to any additional costs incurred for any interim storage or other storage of materials that may be required.

3.12. Any country-specific levies or licence fees are not included in the offer price and will be passed on to the contracting party if incurred. This also applies if, after the offer has been made, special fees or charges are newly introduced and calculated without our being able to influence this.

3.13. Our price commitment for the prices quoted shall apply for the period stated in the offer or in our price lists as well as for the number or quantities on which the offer was based.

4. Special services

4.1. Services not included in the offer must be offered separately and commissioned accordingly in writing. As a rule, the additional services are offered and invoiced on an hourly charge basis or on an hourly rate basis.

4.2. Official approval and/or verification procedures may be required for the disposal of certain materials, especially hazardous waste. Only when all the necessary permits have been issued or the required evidence has been produced will it be possible to carry out the transport and the recycling.

4.3. Delivery of the material intended for recycling to the recycling plant is only permitted in accordance with the

8.1.6. In the event of failure of a subsequent delivery attempt, to carry out a new subsequent delivery, again, at our own discretion. Only if this renewed supplementary performance fails, the contracting party has the right to withdraw from the contract or to reduce the price.

8.1.7. The contracting party may claim damages or use or reimbursement of futile expenses only in cases of grossly negligent or intentional breach of the obligation to deliver defect-free goods. The buyer shall prove the cause and extent of the damage. The same applies to the futile expenses.

8.1.8. The warranty period for new and used goods is one year from delivery. In any case, the buyer must prove that the defect was already present at the time of delivery.

8.2. Maintenance Services

8.2.1. We guarantee the careful and professional execution of the services in accordance with applicable regulations within the business hours of our contracting party. Claims arising from defective goods and services shall be limited to the remedy of defects free of charge. If this fails, we may repeat the rectification of the defect. If the rectification of the defect is refused or repeatedly fails, the contracting party shall be entitled to a reasonable reduction of the remuneration or to withdraw from the contract. The assertion of claims for damages is excluded unless there is gross negligence or intent. Compensation for damages shall be limited to the negative interest and, in terms of amount, to the remuneration for the service in question.

8.2.2. We assume no liability for damages that occur due to the fact that we are unable to perform the maintenance service or are unable to do so on time for reasons that lie within the sphere of the contracting party.

8.3. Unless otherwise agreed, the statutory provisions of the BGB/Werkvertrag shall apply. §§633-635 BGB.

9. Breaches of Duty

9.1. Our liability for breaches of duty is limited to grossly negligent or intentional breaches of duty. This also applies to breaches of duty by our legal representatives and vicarious agents

9.2. In the event of simple negligence, we shall only be liable - irrespective of the legal basis - in the event of a breach of essential contractual obligations: in this case, the amount of any claim for damages shall be limited to the compensation of the typical foreseeable damage. The contracting party is obliged to inform us in writing before the conclusion of the contract about special risks, atypical damage possibilities and unusual damage amounts.

Liability for any further consequential damages, lack of economic success, indirect damages and damages arising from claims of third parties is excluded.

9.3. We shall not be liable for breaches of duty or damage resulting from services rendered in accordance with the documents provided or checked by the contracting party, in particular drawings and plans, work equipment, samples, or information, or based on instructions from the contracting party.

9.4. In particular, liability for the infringement of (protective) rights of third parties is excluded in the provision of services in accordance with the

specifications of the plant operator, the competent authority, and our specifications.

4.4. Our offer is subject to compliance with the recycling- and plant-specific limits. All waste materials to be delivered to the recycling facility must comply with the declaration analyses submitted for the tender and approval procedures as well as with the material samples submitted, which are considered to be representative.

4.5. Significant deviations from the declaration analysis and the representative mixed samples in terms of pollutant content and material consistency will require the price to be recalculated or may result in the special permit being revoked. Any resulting costs will be borne by our contracting party.

4.6. When invoicing according to unit prices based on quantity, our contracting party must ensure that our transport vehicles are able to travel to the departure point without hindrance or delay. Our contracting party must also ensure that they are able to continuously deliver the materials without major interruptions, ensuring the process can be completed without issue. Delays during arrival and departure will require the quantity price to be recalculated.

5. Information requirements and official approval

5.1. The contracting party is obliged to inform us of the nature, scope and location of the contractual object on which the contract is based or of the quantity on which the contract is based without being requested to do so and free of charge prior to performance of the work.

5.2. Expert opinions, analyses, soil samples, building names, measurements and the like are to be communicated to us free of charge. Measurements, expert opinions, analyses, soil samples, dimensions, drawings and the like which we must obtain will be obtained at the expense of the contracting party.

5.3. Prior to carrying out the work, the contracting party is obliged to inform us, without this being requested, of electrical lines, pipelines, channels, foundations, tanks, groundwater repositories, wells, industry-specific safety regulations as well as official requirements, permits, etc., and provide us with any existing plans free of charge.

5.4. Official or private permits, approvals or other necessary preconditions which are required to allow us to provide the services must be obtained by the contracting party at their own expense and must be evidenced before work commences.

5.5. Insofar as we are obliged to apply for these permits, the contracting party will bear the associated costs and we will not make any deadlines regarding the permit's granting.

5.6. If the information provided by the contracting party turns out to be incomplete in whole or in part, if official or private declarations are either not issued or will be delayed, or they will be issued subject to requirements or conditions which make it more difficult for us to perform the work, regardless of whether the contracting party requested these, the contract will be amended appropriately.

5.7. This also applies in the event that it subsequently becomes impossible to perform the work. Insofar as the amendment is not economically feasible, we have the

specifications of the contracting party. For us there is no obligation to check with regard to (protective) rights of third parties.

10. Payment / discount / late payment

10.1. We can invoice for partial services separately and request partial payments based on the progress of the work.

10.2. Unless otherwise agreed, our invoices are due immediately and without deductions. Bills of exchange will not be accepted; cheques will only be accepted on account of performance and subject to credit. The contracting party will bear costs and expenses. All payments must be made in EUROS. The contracting party will bear any foreign bank charges.

10.3. The contracting party can only assert a right to offsetting for claims which are undisputed or legally established. The contracting party is only entitled to a right of retention with regard to legally established, undisputed or recognised claims. The contracting party may withhold payment of the remuneration in the event of defects with parts of the delivery or work only to the extent that this corresponds to the value of the defective delivery or work. We are entitled to avert rights of retention – including to object to the unfulfilled contract by providing collateral, which can also be provided by bank guarantee. The collateral will be deemed to have been provided at the latest once the contracting party is in default of acceptance of the collateral.

10.4. If the contracting party is in default of payment, we are entitled to demand default interest for the year in the statutory amount of eight percentage points above the respective base interest rate. We reserve the right to demonstrate higher damages caused by the default and to assert these.

10.5. If the contracting party is in default of payment, we are entitled to refuse further performance of the respective contract as well as other contracts with the contracting party.

10.6. If there is a significant risk to our payment claim, we are entitled to demand payment in advance or sufficient collateral. If the contracting party refuses to make advance payments or provide collateral, we can withdraw from the contract and claim damages.

10.7. Without prejudice to any other purpose stipulated by the contracting party, incoming payments will first pay for the costs, then interest and finally the principle claim in each case, and in the event of multiple claims, first the oldest claim in each case.

11. Retention of title

11.1. All goods delivered within the scope of our services will remain our property until full payment of claims which we hold against the contracting party on the invoice date.

11.2. In the event of handling and processing the goods subject to retention of title, we are entitled to (joint) ownership at the value of the state of the goods subject to retention of title prior to handling or processing of the items which arise there from. The sale of the goods subject to retention of title will only be permitted in the course of the contracting party's normal course of business. If the contracting party resells the goods

right to withdraw from the contract in whole or in part and to assert the agreed remuneration, taking into account the expenses saved.

5.8. The contracting party will not be entitled to claims for damages as a result of our withdrawal.

6. Delivery, transfer of risk, delay

6.1. Dates for our deliveries and services are taken from our order confirmation or the contract. Beyond these, delivery, and performance periods as well as delivery and performance dates will only be binding if we have confirmed them in writing. The delivery or service period will be extended if the contracting party fails to fulfil their obligations under the contract or fails to fulfil them in a timely manner, in particular if the contracting party fails to obtain permits in a timely manner. Documents, information or other documents which they are required to obtain or information to be provided by them or fails to make the agreed payments or fails to do so in a timely manner. The same applies if the contracting party or third parties fail to provide foremen correctly or in a timely manner or if we do not receive deliveries in a timely manner.

6.2. If we exceed the deadline, the contracting party must grant us a reasonable grace period which may not be less than two weeks. The requirement to provide a grace period also applies in the event that the work period is determined based on a fixed calendar period in accordance with Section 286 para 2 no 1 and 2 BGB (German Civil Code). Should we also fail to comply with the grace period, we will be liable for no more than the amount of the negative interest.

6.3. Unless otherwise agreed, deliveries will be performed ex works. The delivery period will have been met if the goods leave our premises on the delivery date and we indicate they are ready for dispatch within the period or agree on a date for delivery or performance with the contracting party.

6.4. Prior to the agreed date, we can perform appropriate and reasonable partial deliveries or services and settle these separately unless the contracting party has an urgent interest in comprehensive fulfilment.

6.5. Force majeure, operational disruptions, and similar foreseeable circumstances for which we are not responsible will release us from our obligation to comply with the deadlines or periods for as long as the issue preventing performance continues. In these cases, the contracting party will in particular not be entitled to withdraw from the contract and/or claim damages. Delivery becoming impossible for the aforementioned reasons will release us from the delivery obligation. This will require a prior written agreement between us and the contracting party.

subject to retention of title, they will assign the claim against the purchaser to us at the time of the sale. Our contracting party must oblige the purchaser to make payments directly to us within the scope of the payment obligation resulting from the sale. Exceptions to this require the prior written agreement between us and the contracting party. 11.3 Insofar as objects which we deliver have become essential components of a property, the contracting party will undertake to allow us to disassemble the objects and transfer ownership of these objects back to us should they fail to comply with the agreed payment deadlines. Our contracting party will bear the costs for the disassembly as well as other costs. 11.4 In all other respects, disposition of the goods subject to retention of title will not be permitted, in particular by collateral assignment or pledging.

11.5. Should foreclosure be enacted against the property of the contracting party and the goods subject to retention of title be affected, we must be informed of this in writing immediately, stating all necessary information (enforcement body, case number) and accompanied by enforcement records, if necessary.

11.6. Objects and documents which we have provided to the contracting party, and which are not part of our work as such (e.g., designs, construction drawings, tools, etc.) will remain our property.

The contracting parties are prohibited from hiring employees of the other contracting party or their corporate group. This prohibition will apply for the duration of this agreement and one year following its termination. Any culpable violations of this provision will render the infringing contracting party liable to pay a contractual penalty totalling EUR 20,000 to the damaged contracting party. In any case, even if the contractual penalty is paid, the damaged contracting party may demand that the breach of contract be rectified as well as compensation for further damages.

12. Place of fulfilment and jurisdiction

12.1. The place of performance is the registered office of GLAVEY or the registered office of our subsidiary.

12.2. The place of jurisdiction is the registered office of GLAVEY or the registered office of our subsidiary.

12.3. The law of the Federal Republic of Germany will apply to all legal relationships between us and our contracting party

13. Final provisions

13.1. Should individual provisions of a contract with us or these general terms and conditions be invalid, this will not affect the validity of the remaining provisions. The invalid provision will be deemed as having been replaced by an economically equivalent provision.

13.2. All declarations affecting the validity of the contractual relationship with us must be made in writing. Any change of the written form requirement must, in turn, be made in writing.