

GENERAL TERMS AND CONDITIONS (GTC) FOR THE SALE OF MOTOR VEHICLES AND MOTOR VEHICLE PARTS

Auto Export Corporation (AEC), 25 Corporate Park
Dr. Suite 302, St. Catharines (Ontario), L2S 3WS
Canada

1. General, Seller, Customers

- 1.1 These General Terms and Conditions (hereinafter "GTCs") shall apply to all our business relations with our customers (hereinafter "Customer"). The GTCs shall only apply if the Customer is an entrepreneur (sec. 14 of German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- 1.2 We, the Auto Export Corporation (AEC), 25 Corporate Park Dr. Suite 302, St. Catharines (Ontario), L2S 3WS Canada (hereinafter "we" or "Seller"), are an authorized distributor in selected countries and areas (hereinafter "Contract territory") for certain motor vehicles or batches of motor vehicles of the brands "Dodge" and "RAM" (hereinafter "Dodge/Ram") as well as accessories and replacement parts (hereinafter "Motor Vehicle Parts"). Furthermore the Seller is also an independent importer for other vehicle brands (hereinafter "Independent Imports").
- 1.3 For the purpose of these GTC, AEC Europe GmbH (hereinafter "AEC Europe"), the wholly owned subsidiary of the Seller, functions purely as a Broker/Representative (within the meaning of sec. 164 BGB) between the Customer and the Seller. No contractual relationships are created between the Customer and AEC Europe.
- 1.4 The GTCs apply to contracts for the sale and/or delivery of new and used motor vehicles (hereinafter "Motor Vehicles") as well as new and used Motor Vehicle Parts (hereinafter collectively "Goods").
- 1.5 Unless otherwise agreed, the GTCs in the version valid at the time of the Customer's order or, in any case, in the version last notified to the Customer in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case. The Customer agrees to the validity of the GTCs at the latest with the unopposed acceptance of the delivery of the Goods.
- 1.6 If the Customer has also concluded an Authorized Reseller Agreement as a framework contract with the Seller, these GTC only apply for the respective sale contract, under which the Goods are delivered; for the rest the regulations of the Authorized Reseller Agreement shall apply. In the event of any conflict, the provisions of the Authorized Reseller Agreement prevail over these GTC.
- 1.7 Our GTCs shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the Customer without reservation in the knowledge of the Customer's GTC.

2. Conclusion of Contract

- 2.1 Our offers are subject to change without notice unless they are expressly marked as binding or expressly contain binding commitments or are otherwise agreed to be binding. They are invitations to place orders. We may accept the Customer's order within 10 calendar days, unless the Customer also regularly expects us to accept

the order at a later date (sec. 147 BGB). This shall also apply to subsequent orders placed by the Customer.

- 2.2 A contract shall only be concluded - also in current business transactions - if the Customer's order has been confirmed in writing or in text form (e.g. via our online ordering system) by an order confirmation within the commitment period according to section 2.1. The order confirmation shall only be valid under the condition that outstanding payment arrears of the Customer are settled and that a credit check of the Customer carried out by us without delay remains without negative result. In the event of delivery within the binding period of the Customer, our order confirmation may be replaced by our delivery, whereby the dispatch of the delivery shall be decisive.

3. Delivery time and delay in delivery

- 3.1 Delivery dates and deadlines are only binding if they are agreed expressly and in writing or in text form (e.g. via our online ordering system). Non-binding or approximate delivery dates and deadlines shall be met to the best of our ability.
- 3.2 Delivery periods shall commence upon receipt of the order confirmation by the Customer. The same applies to delivery dates. If the Customer has requested changes after placing the order, a new reasonable delivery period shall commence upon our confirmation of the changes. In this context, a reasonable delivery period shall be one which takes into account the preparatory actions required as a result of the change in establishing readiness for delivery - e.g. in the form of procurements or subcontractor deliveries - in addition to the remaining delivery period.
- 3.3 If we exceed a non-binding delivery period – and this is not a matter which falls under Clause 9 –, then the Customer may only assert its legal rights if it has granted us a reasonable extension of time for performance and this has expired. A reasonable extension of time for delivery is a minimum of six weeks; this period shall be reduced to 10 calendar days (14 calendar days in the case of commercial vehicles) in the case (i) of used Motor Vehicles and Motor Vehicle Parts as well as (ii) new Motor Vehicles, which we have on hand.
- 3.4 The provision in clause 11 shall apply to damages of the Customer caused by our delay, with the proviso that the damage caused by delay in the event of slight negligence shall be limited to a maximum of 5% of the agreed purchase price for the Goods affected by the delay.
- 3.5 For delay in delivery due to force majeure, Clause 9 shall apply.

4. Transfer of risk and default of acceptance

- 4.1 Unless otherwise agreed for the respective delivery, the provisions of this Clause 4.1 shall apply. Goods shall be delivered "ex works" according to Incoterms 2020, which is also the place of performance for the delivery and any subsequent performance. The place of ex works performance is always a Belgian port and will be communicated to the Customer in each case.
- 4.2 If the Customer requests that the Goods be shipped to another destination (sale by delivery to a place other than the place of performance), we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. In this case, a transport contract between the Customer and the transportation company is concluded through the brokerage of us or our agents (sec. 164 BGB), the Customer grants us power of attorney in this respect. Unless otherwise agreed for the respective delivery the Customer bears the transport risk and is limited to claims

against the carrier, our liability is excluded in this respect. We hereby expressly advise the Customer of the need to obtain transportation insurance. Furthermore, we draw the Customer's attention to the fact that the inspection of the Goods required according to clause 10.6 must be carried out at the time of handover to the carrier.

- 4.3 The risk of accidental loss and accidental deterioration of the Goods shall pass to the Customer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of delay shall pass to the Customer upon delivery of the Goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. The handover is equal if the Customer is in default of acceptance.
- 4.4 The Customer shall be obliged to accept the goods within 5 calendar days from receipt of the request for acceptance.
- 4.5 If the Customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation of 0.5% of the order value per calendar week, starting with the delivery deadline or - in the absence of a delivery deadline - with the notification that the Goods are ready for shipment or with the request for acceptance. In case of final non-acceptance, the maximum compensation is 15% for new Motor Vehicles and Motor Vehicle parts and 10% for used Motor Vehicles and Motor Vehicle parts. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, appropriate compensation, termination) shall remain unaffected; however, the lump sum shall be credited against further monetary claims. The Customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

5. Change of performance

- 5.1 Changes to the design or shape, deviations in shade and changes to the scope of delivery on the part of the manufacturer during the delivery period are permitted, provided that the changes or deviations are reasonable for the Customer, taking into account our interests. Insofar as we or the manufacturer use signs or numbers to designate the order or the ordered Goods, no rights can be derived from this alone.

6. Prices and terms of payment

- 6.1 Unless otherwise agreed for the respective delivery, our prices applicable at the time of conclusion of the contract shall apply "ex works" (according to clause 4.1) plus statutory value added tax.
- 6.2 Unless otherwise agreed for the respective delivery, the Customer shall bear the transport costs and the costs of any transport insurance requested by the Customer in the case of sale by delivery to a place other than the place of performance. Any customs duties, fees, taxes and other public charges shall be borne by the Customer.
- 6.3 Unless otherwise agreed for the respective delivery, the price for the Goods is due and payable upon confirmed readiness for transport and receipt of the invoice or request for payment by the Customer.
- 6.4 The Customer shall be in default upon expiry of a period of 10 calendar days from the receipt of the invoice or the payment period agreed for the respective delivery. During

the period of default, interest shall be charged on the price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (sec. 353 of German Commercial Code (HGB)) shall remain unaffected.

- 6.5 If the Customer fails to fulfil its payment obligations, then we are entitled to refuse performance of the contract in whole or in part until the amounts due have been paid or security has been provided.
- 6.6 The Customer shall only be entitled to rights of set-off or retention insofar as its claim is legally established or undisputed. In the event of defects in the delivery, the Customer's counter rights shall remain unaffected.
- 6.7 A default in payment by the Customer entitles us to withdraw from the respective sale contract after we have provided the Customer with a reasonable deadline for payment; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

7. Price adjustment

- 7.1 We shall be entitled to increase the remuneration unilaterally in the event of an increase in material manufacturing and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public levies accordingly if these directly or indirectly influence the goods manufacturing or procurement costs and if there is more than 1 month between conclusion of the contract and delivery. An increase in the aforementioned sense shall be excluded insofar as the cost increase in individual or all of the aforementioned factors is offset by a cost reduction in other of the aforementioned factors in relation to the total cost burden for the delivery. If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the Customer in the form of a price reduction.
- 7.2 If the new price is 20% or more above the original price due to the aforementioned price adjustment right, the Customer shall be entitled to withdraw from contracts that have not yet been fully performed. However, the Customer may only assert this right immediately after notification of the increased price.

8. Retention of title

- 8.1 Until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims), we retain title to the Goods sold. During the period of retention of title, in the event of the sale of new and used Motor vehicles, we shall have the right to hold the registration certificate II (vehicle title).
- 8.2 The Goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Customer shall immediately notify us in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g. seizures) seize the Goods belonging to us.
- 8.3 In the event of conduct by the Customer in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand return of the Goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; we are

rather entitled to demand only the return of the Goods and to reserve the right of withdrawal. If the Customer does not pay the purchase price due, we may only assert these rights if we have previously set the Customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

- 8.4 Until revoked in accordance with clause 8.7, the Customer shall be authorized to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
- 8.5 The retention of title shall extend to the products resulting from the processing, mixing or combination of our Goods at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the Goods delivered under retention of title.
- 8.6 The Customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment. The obligations of the Customer set out in clause 8.2 shall also apply in respect of the assigned claims.
- 8.7 The Customer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the Customer meets its payment obligations towards us, there is no deficiency in its ability to pay and we do not assert the retention of title by exercising a right pursuant to section 8.3. If this is the case, however, we may demand that the Customer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the Customer's authorization to further sell and process the Goods subject to retention of title.
- 8.8 If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Customer's request.
- 9. Force majeure and self-delivery**

- 9.1 If, for reasons for which we are not responsible, we do not receive the deliveries from our suppliers for the performance of deliveries owed under the contract, or do not receive them properly or on time, despite proper and sufficient coverage prior to the conclusion of the contract with the Customer in accordance with the quantity and quality from our delivery agreement with the Customer (congruent coverage), or if events of force majeure occur, we shall inform our Customer in writing or in text form in due time. In this case, we shall be entitled to postpone the delivery or service by the duration of the hindrance or, in the case of events of not insignificant duration (i.e. with a duration of longer than 14 calendar days), to withdraw from the contract in whole or in part on account of the part not yet fulfilled, insofar as we have complied with the aforementioned duty to provide information and have not assumed the procurement risk in accordance with sec. 276 BGB or a delivery guarantee. The following shall be deemed equivalent to force majeure: war, mobilization, riots, natural disasters, epidemics, pandemics, strikes, lockouts, official interventions, energy and raw material

shortages, transport bottlenecks or obstacles through no fault of our own, operational hindrances through no fault of our own - e.g. due to fire, water and machine damage - and all other hindrances which, viewed objectively, have not been culpably caused by us.

- 9.2 If a delivery date or a delivery period has been bindingly agreed and if the agreed delivery date is exceeded due to events according to clause 9.1, the Customer shall be entitled to withdraw from the contract due to the part not yet fulfilled after the fruitless expiry of a reasonable grace period. Further claims of the Customer, in particular claims for damages, are excluded in this case.
- 9.3 The above provision pursuant to clause 9.2 shall apply mutatis mutandis if, for the reasons stated in clause 9.1, it is objectively unreasonable for the Customer to continue to adhere to the contract even without a contractual agreement on a fixed delivery date.
- 10. Claims for defects of the Customer**
- 10.1 Unless expressly agreed otherwise for the respective delivery, we shall provide a warranty within the meaning of sec. 437 BGB for defects in new Goods for a period of 12 months, calculated from the date of transfer of risk, in the event of refusal of acceptance on the part of the customer from the date of receipt of the notice of availability. We do not provide any warranty for defects in used goods, i.e. the sale of used Goods is made to the exclusion of any warranty for material defects and defects of title.
- 10.2 The shortening of the limitation period and the exclusion of warranty pursuant to section 10.1 shall not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of sec. 276 BGB, claims due to injury to life, body or health, fraudulent, intentional or grossly negligent acts, or in the cases of sec. 478 BGB (recourse in the supply chain with consumers as the end customer) or insofar as otherwise provided by law (e.g. under the Product Liability Act) a longer limitation period is mandatory.
- 10.3 A reversal of the burden of proof is not associated with the provision of this clause 10.
- 10.4 In all cases, the special statutory provisions shall remain unaffected in the case of final delivery of the unprocessed Goods to a consumer, even if the consumer has processed them further (supplier recourse pursuant to sec. 478 BGB). Claims from supplier recourse are excluded if the defective Goods have been further processed by the Customer or another entrepreneur, e.g. by incorporation into another product.
- 10.5 When selling Goods, we shall not assume any liability for public statements made by the manufacturer or other third parties (e.g. advertising statements) to which the Customer has not pointed out to us as being decisive for his purchase.
- 10.6 In the event of the sale of Goods, the claims for defects of the Customer, who is a merchant within the meaning of the German Commercial Code (HGB), shall require that he has complied with his statutory duties of inspection and notification of defects (sec. 377, 381 HGB). In the case of Motor Vehicle Parts, an inspection must always be carried out immediately before installation or processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be notified to us in writing without undue delay (usually within 24 hours) and defects which are not apparent on inspection must be notified within the same period of time from discovery. If the Customer fails to make the proper inspection and/or

notification of defects, our liability for the defect not notified or not notified in time or not notified properly shall be excluded in accordance with the statutory provisions.

- 10.7 If the delivered Goods are defective, we may initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected. Subsequent performance shall neither include the removal of the defective item nor the re-installation if we were not originally obliged to install the item.
- 10.8 We shall in any case be entitled to make the subsequent performance owed dependent on the Customer paying the price due. However, the Customer shall be entitled to retain a part of the price which is reasonable in relation to the defect.
- 10.9 Claims of the Customer for damages or reimbursement of futile expenses shall also exist in the event of defects only in accordance with section 11.
- 11. Liability and indemnification**
- 11.1 Unless otherwise provided for in these GTCs, we shall not be liable, subject to the following exceptions, in particular for claims of the Customer for damages or reimbursement of expenses - irrespective of the legal grounds.
- 11.2 The exclusion of liability set forth in Section 11.1 shall not apply: (i) for our own intentional or grossly negligent breaches of duty and intentional or grossly negligent breaches of duty by our legal representatives or vicarious agents, (ii) for the breach of essential contractual obligations, i.e. such obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer may regularly rely, (iii) in the event of injury to body, life and health also by legal representatives or vicarious agents, (iv) in the event of the assumption of a guarantee as well as (v) in the event of legally mandatory liability provisions.
- 11.3 The exclusion of liability set forth in sections 11.1 and 11.2 shall also apply to breaches of duty committed prior to the time of the conclusion of the contract. Our liability for such pre-contractual breaches of duty shall be excluded or limited to the same extent as our liability would be excluded or limited if the breach of duty had only been committed after the conclusion of the contract. Therefore, to this extent, the Customer waives any claims for compensation to which he may be entitled that have already arisen, and we accept this waiver.
- 11.4 If we or our legal representatives or vicarious agents are only guilty of slight negligence, we shall, except in the case of clause 11.2 (iii), (iv) and (v), only be liable for the foreseeable damage typical of the contract and not for indirect damage, loss of profit, loss of production and loss of use.
- 11.5 Except in the case of clause 11.2 (i), (iii), (iv) and (v) as well as in cases of legally mandatory deviating higher liability sums, the liability is limited to 25% of the remuneration owed under the contract. Any further liability is excluded.
- 11.6 Except in the case of clause 11.2, the regular limitation period for claims of the Customer pursuant to sec. 195 BGB shall be reduced to one year.
- 11.7 The exclusions or limitations of liability in the above sections 11.1 up to and including 11.6 shall apply to the same extent in favor of our bodies, employees and other vicarious agents as well as AEC Europe.
- 11.8 A reversal of the burden of proof is not associated with the provisions in this clause 11.

- 11.9 The Customer shall indemnify us against all claims for damages and expenses, including statutory attorney's fees, which we incur against third parties within the limitation period due to a culpable breach of its obligations under these GTCs. Sec. 254 BGB (contributory negligence) shall remain unaffected. The Customer shall inform us without delay if third parties assert claims against it that fall under the above indemnification obligation, and shall give us the opportunity to defend the asserted claim, insofar as this is possible under the circumstances of the individual case. The Customer is obligated to immediately provide us with all information available to him regarding the matter in question in full in text form. Any claims going beyond this shall remain unaffected.
- 11.10 The Customer may only withdraw from the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty.

12. Additional Guarantee

- 12.1 If the contractual documents contain a contract of guarantee for the Goods (i.e. the motor vehicle), the Customer undertakes to activate the contract of guarantee within 10 calendar days after the first registration by providing the full details of the vehicle model, special features, and other specifications. Without the timely activation, no valid guarantee contract is concluded and the Customer is not entitled to any claims and rights under the guarantee. After activation, the Customer is obliged to assign all claims and rights to his buyer or the end customer according to the guarantee conditions.
- 12.2 If a contract of guarantee is not included in the contractual documents, then we recommend that a product guarantee be obtained for the Goods (i.e. the motor vehicle) on the secondary insurance market. As an obligation towards us, the Customer undertakes to notify its buyers or end customers that the Goods (i.e. the motor vehicle), in contrast to the practices of many other manufacturers, do not come with a voluntary new vehicle guarantee of the manufacturer and that such a guarantee agreement should therefore be concluded separately. The Customer undertakes to obtain from its buyer or end customer a written or text-form confirmation that the Customer has fulfilled the aforementioned duty to inform.

13. Ownership of production and advertising materials, industrial property rights

- 13.1 The trademarks and logos of the Dodge/Ram brands or any other brand that are associated with these GTC are not licensed to the Customer and the Customer hereby expressly agrees to refrain from any form of unauthorized use. All trademarks and logos of us and our subsidiaries, in particular, AEC Europe GmbH, are and remain our property. The use of these trademarks and logos requires our express approval
- 13.2 Unless otherwise agreed, all documents, advertising materials and other products which are provided to the customer within the scope of the contract in addition to the contractual object owed or which are created or acquired by us for the execution of the order shall remain or become our property upon their creation. Models, matrices, templates, samples, tools and other means of production may only be used for deliveries to third parties with our prior written consent. The Customer must keep our property in the aforementioned materials free of charge, treat them with care, protect them from access by third parties and inform us immediately if and by whom third party infringements occur. Unless otherwise agreed,

the materials shall be returned no later than two years after conclusion of the contract.

13.3 Unless otherwise agreed, the Customer shall not be granted any right to use rights to the materials referred to in clause 13.1. If the Customer has acquired its own rights (e.g. trademark rights) through the use of the materials, it shall be obliged to transfer these rights to us upon termination of the contract.

13.4 Without our express consent declared in writing or text form, the Customer may not describe itself as our authorized dealer or otherwise give the impression of cooperating with us or the manufacturer of the Goods within the framework of a distribution system. Any consent already granted to the Customer in writing or in text form prior to the inclusion of these GTCs shall continue to apply.

14. Non-Disclosure

14.1 The Customer shall be obliged to keep confidential information secret. Confidential information shall be all financial, technical, legal, tax-related information, information concerning our business activities or information concerning companies affiliated with us in accordance with sec. 15 of the German Stock Corporation Act (AktG), including data and records, as well as secret know-how, i.e. identifiable knowledge in which there is an expressly or impliedly declared interest in secrecy, which is only accessible to a narrowly defined group of persons, which can be objectively individualized and which has a commercial value and which is provided to the Customer by us in connection with the business relationship, provided: (i) that such information, if provided in writing or electronically, is marked as confidential information, is described as such or is otherwise clearly recognizable as such to the Customer; or (ii) that such information, if provided orally or visually, is declared by us to be confidential information when provided and is subsequently summarized by us to the Customer in writing or text form. This summary shall be provided to the Customer within 14 calendar days after the handover, marked "Confidential Information", whereby the date of receipt shall be decisive. The confidentiality obligation shall apply in any case and irrespective of the above provision to information concerning our prices, services, advertisements and sales promotion concepts.

14.2 Information shall be exempt from the obligation to maintain confidentiality if it was already demonstrably known to the Customer at the time it was communicated to it, is generally accessible or if there is a statutory duty to disclose it.

14.3 In case of doubt, the Customer is obliged to obtain our prior written consent as to whether a certain fact is to be kept secret or not.

14.4 The Customer shall be obliged to oblige its employees (also freelancers), suppliers and other third parties, which it uses for the performance of the contract, in writing to comply with the obligations pursuant to this clause 14.

14.5 The Customer shall refrain from exploiting or imitating the Confidential Information itself in any way (in particular by way of so-called "reverse engineering") or having it exploited or imitated by third parties and - in particular on the basis of the Confidential Information - from applying for industrial property rights - in particular trademarks, designs, patents or utility models.

15. Energy Efficiency

15.1 The Customer has to respect all applicable laws and regulations concerning the information towards the (end) customer.

15.2 If the Customer sells the Goods within the territory of the Federal Republic of Germany, we hereby expressly put the Customer on notice of the obligations owed by the Customer to its (end) customers pursuant to the German Passenger Car Fuel Consumption and CO2 Emissions Information Regulation (Pkw-EnVKV) (e.g. displaying on the vehicle, advertising). We assume no liability for any written warnings issued to the Customer. The Customer releases us from any liability whatsoever in this regard. In particular, we shall not be liable for any written warnings issued in connection with the passing on of dealer material prepared by us for internal purposes, for example internal dealer brochures, to the (end) customers of the Customer. In this regard, we hereby provide express notice that the Customer is not authorized to pass on to its (end) customers material that is designated as internal material. We recommend that the Customer informs itself about its obligations under the Pkw-EnVKV.

16. Restrictions on Re-Sale and Obligation to Disclose Customer Information

16.1 The following paragraphs 16.2, 16.3 and 16.4 only apply if the Customer has not concluded an Authorized Reseller Agreement as a framework contract with us for any of the Goods.

16.2 The Customer acknowledges that the Goods are offered for sale by us subject to the condition that their resale is limited depending on the brands as follows and will not occur anywhere else, and the Customer covenants and agrees to comply with this limitation:

- Dodge/Ram: within the European Union or the European Free Trade Association (excluding Iceland), United Kingdom (UK).
- Other brands: No brand specific limitations.

16.3 Notwithstanding 16.2 above, the resale of Goods to countries against which there is an embargo that also applies to the Goods (see <https://www.sanctionsmap.eu/>) and/or to blacklisted nations according to latest FATF (Financial Action Task Force) decision (see: high-risk and other monitored jurisdictions upon FATF, <https://www.fatf-gafi.org/>) is strictly prohibited.

16.4 Insofar as the purchase of the Goods is made together with an additional guarantee (clause 12.1), the Customer shall, within thirty (30) calendar days of said re-sale, provide a report via our online interface Dealerport which will identify:

- the vehicle in question by year, model and VIN identification;
- the name / company name of the purchaser on said re-sale;
- whether the sale is made to the purchaser as a user of the vehicle or as a re-seller;
- if the sale to the new purchaser is as a re-seller, then a copy of the covenant by the new purchaser to abide with the territorial restrictions set out in this clause 16.

16.5 The processing of the end customer's data is governed by the data protection provisions of our guarantee partner Car-Garantie, which can be accessed at <https://www.cargarantie.com/datenschutz/>. The Customer is obliged to inform his respective end-customer about the use of his data in accordance with the applicable law.

17. Non-assignment clause

17.1 The Customer shall not be entitled to assign its claims arising from the contractual relationship with us to third parties without our prior consent in writing. Our consent will not release the Customer from its contractual obligations.

- 17.2 The prohibition under clause 17.1 shall not apply to monetary claims arising from a legal transaction which is a commercial transaction for both parties.
- 18. Severability clause**
- 18.1 If any provision of these GTCs or of the individual agreements concluded between us and the Customer is or becomes invalid/void or unenforceable in whole or in part for reasons of the law of general terms and conditions pursuant to sec. 305 to 310 BGB, the statutory provisions shall apply.
- 18.2 If any current or future provision of these GTCs or of the individual agreements concluded between us and the Customer is or becomes invalid/void or unenforceable in whole or in part for reasons other than the provisions concerning the law of the GTC pursuant to sec. 305 to 310 BGB, this shall not affect the validity of the remaining provisions of the contract and the provisions pursuant to sections 18.3 and 18.4 below shall apply. The same shall apply if a gap requiring supplementation arises after the conclusion of the contract with the Customer.
- 18.3 Contrary to a possible principle according to which a severability preservation clause shall in principle only reverse the burden of proof, the validity of the remaining contractual provisions shall be maintained under all circumstances and thus sec. 139 BGB shall be waived in its entirety.
- 18.4 The parties shall replace the provision that is invalid/void/impracticable or requires filling for reasons other than the provisions concerning the law of general terms and conditions pursuant to sec. 305 to 310 BGB with a valid provision that corresponds in its legal and economic content to the invalid/void/impracticable provision and the overall purpose of the contract. Sec. 139 BGB (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a measure of performance or time (period or deadline) specified therein, the provision shall be reconciled with a legally permissible measure that comes closest to the original measure.
- 19. Written form**
- 19.1 Individual agreements (including collateral agreements, supplements and amendments) made with the Customer in individual cases after the inclusion of these GTCs in the contractual relationship shall in any case take precedence over these GTCs. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- 19.2 Legally relevant declarations and notifications by the customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) shall be made in writing or text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the person making the declaration, shall remain unaffected.
- 20. Mediation**
- 20.1 In the event of differences of opinion in connection with the implementation of this GTC or the respective sales contract, the contracting parties undertake to first try and settle their differences of opinion by way of mediation proceedings.
- 20.2 Once a contracting party has requested mediation, then the parties undertake to agree on a mediator within eight calendar days. If it proves impossible to reach agreement, then the parties must accept a business mediator recommended by an accredited institution (e.g. a German Chamber of Industry and Commerce).
- 20.3 The place of the proceedings is Munich, Germany.
- 20.4 The parties must each pay half of the costs of the mediation unless they agree to another apportionment in the mediation.
- 20.5 If the parties are unable to reach an agreement in the mediation proceedings within six months, then each party is entitled at the end of the mediation proceedings to commence legal proceedings in an ordinary court of law.
- 21. Choice of law and place of jurisdiction**
- 21.1 The law of the Federal Republic of Germany shall apply to the GTCs and the contractual relationship between us and the Customer to the exclusion of international private and uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- 21.2 The place of jurisdiction for all disputes arising from the contractual relationship between the Customer and us – including these GTC and the respective sales contract – shall be Munich (Munich Regional Court I), and no others.