

General Terms of Delivery of AVL List GmbH

AVL List GmbH Graz - Austria

GENERAL TERMS OF DELIVERY

1. SCOPE OF APPLICATION

- 1.1 These General Terms of Delivery shall apply to all legal transactions between AVL List GmbH (hereinafter referred to as "AVL") and the contractual partner (hereinafter referred to as the "Customer"). They shall also apply to any and all future business and supplementary agreements, even if no express reference is made thereto.
- 1.2 Any terms and conditions of the Customer that conflict with or deviate from these General Terms of Delivery shall not become part of the contract, even if AVL does not expressly object to the inclusion thereof. However, any reference to the Customer's General Terms and Conditions of Business on a form is hereby expressly rejected.
- 1.3 The General Terms and Conditions for software, software maintenance and software support (AT5692D) shall take precedence when it comes to the delivery of software and related software maintenance and/or software support services, the AVL Terms and Conditions for Installation (AT5691D) when it comes to installation work and the General Terms and Conditions for Services (AT5763D) when it comes (in particular) to services.

2. OFFERS

- 2.1 Offers by AVL shall always be subject to change unless a binding period is expressly stated in the offer.
- 2.2 All offer and project documents ("Documents") (hereinafter collectively referred to as "Documents") may not be reproduced or made available to third parties or otherwise utilized without AVL's written consent. AVL shall retain ownership as well as copyright and the associated exclusive rights of use and utilization of all Documents without restriction. All Documents must be returned to AVL immediately on request if the order is not placed with AVL.

3. CONCLUSION OF CONTRACT

- 3.1 The contract shall only be effectively concluded when AVL confirms the order (in writing or in text form) and, if relevant, receives the down payment in accordance with Item 5.1..
- 3.2 Specifications, prices, descriptions and other information in catalogues, brochures, advertising literature and the like as well as oral and written statements shall only be relevant if this is expressly agreed in writing (e.g. in the contract).
- 3.3 Any subsequent amendments and additions to the contract can only be agreed in writing. This shall also apply to any waiver of the written form requirement.

4. PRICES

- 4.1 Prices apply ex works or ex warehouse of AVL (EXW "Ex Works" in accordance with INCOTERMS 2020), plus packaging, loading and statutory VAT. All fees, taxes or other charges levied in connection with the delivery shall be borne by the Customer. All prices are in euro, unless another currency is specified in the offer.
- 4.2 Prices are based on material and labour costs at the time of the offer. Changes in these costs up to the time of delivery shall create an entitlement to make corresponding price adjustments.

5. PAYMENT

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- 5.1 In the absence of specifically agreed terms of payment, 30% of the price shall be payable on receipt of the order confirmation and 70% following delivery.
- 5.2 Payments shall become due upon receipt of the invoice by the Customer and must be paid by the Customer within 14 calendar days from the date of the invoice. This shall also apply to payments to be made in excess of the original final amount as a result of subsequent deliveries or other agreements.
- 5.3 Payments must be made net without any deductions to AVL's account in the agreed currency.
- 5.4 The Customer shall not be entitled to withhold payments. They may only offset their own claims if these have been established with legal effect or recognised by AVL.
- 5.5 In the event of default in payment, AVL shall be entitled to charge default interest in the amount of 8% above the respective base interest rate (main refinancing operations) of the European Central Bank. AVL shall further be entitled to withhold its own services and to set a reasonable period of grace for payment of the balance. If the Customer fails to settle the balance within the period of grace, AVL shall be entitled to withdraw from the contract.
- 5.6 AVL shall retain ownership of all goods supplied by it until all financial obligations of the Customer have been met in full. Intellectual property rights to creations by AVL in the course of the provision of the contractual services are not transferred to the Customer, irrespective of their scope, until full payment for AVL's services has been made to AVL. The contractual partner shall take all reasonable measures to safeguard AVL's property. In the event of seizure or other recourse, the contractual partner shall be obliged to draw attention to AVL's right of ownership and to notify AVL without delay. The retention of title shall have no effect whatsoever on the transfer of risk pursuant to Item 6.

6. DELIVERY

- 6.1 Agreed delivery periods shall commence either on (i) the date of the order confirmation, (ii) the date of complete fulfilment of all preliminary services to be provided by the Customer or (iii) the date on which AVL receives a deposit or security to be provided by the customer prior to delivery, whichever is later.
- 6.2 Any official or other permits required for delivery in the Customer's country shall be obtained by the Customer and extend the agreed delivery deadlines until they are legally valid. The Customer must provide AVL with a copy of such permit(s) prior to delivery.
- 6.3 To the extent that the fulfilment of the contract by AVL requires the provision of materials or cooperation by the Customer, the Customer must hand over or provide these to AVL at the time specified in the contract without being requested to do so; in the absence of an agreement on such a time, such unsolicited handover or provision must be made in such a way that AVL is not impeded in its ability to fulfil the contract in a timely manner. Delivery obligations shall be suspended as a general rule as long as the Customer is in arrears with obligations owed; delivery periods shall be extended by the period of time caused by the Customer's delay.
- 6.4 The agreed delivery periods shall apply subject to impediments for which AVL is not responsible and which cannot be averted by reasonable means, such as
- a) war, terrorism, natural disasters/Acts of God,
 - b) government or official interventions, obstacles due to applicable national, EU or international regulations of foreign trade law (including embargoes),
 - c) shortage of energy or raw materials,
 - d) strikes, transport damages or delays,
 - e) viruses or attacks by third parties on the supplier's IT system, insofar as these occurred despite ensuring a level of care customary for protective measures.

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During the existence of such an obstacle, AVL shall be released from its contractual performance obligations and entitled to an extension of the delivery deadlines equivalent to the duration of the event. Such obstacles shall also entitle AVL to a corresponding extension of the delivery period if they occur at any sub-suppliers.

- 6.5 The subject matter of the contract shall be provided by AVL in accordance with the statutory requirements applicable at the time of the offer and the current state of technology prevailing at that time.
- 6.6 AVL shall be entitled to make partial or advance deliveries and charge for such.
- 6.7 If it is not possible for AVL to dispatch goods that are ready for dispatch for reasons for which the Customer is responsible or if the Customer does not wish the goods to be dispatched, they may be stored by AVL at the Customer's expense and risk. The delivery shall then be deemed to have been made and AVL may charge for it.
- 6.8 Compensation for delay in delivery shall be excluded. This shall not apply if the delay was caused by gross negligence or intent on the part of AVL.

7. PERFORMANCE OF CONTRACT AND TRANSFER OF RISK

- 7.1 In the absence of any other agreement, costs and risk shall pass to the Customer upon delivery ex works or ex warehouse of AVL. This shall also apply in the event of assembly at the Customer's facilities or transport by AVL.
- 7.2 If delivery is delayed by the Customer, the costs and risk shall pass to the Customer when the goods are made available for shipment.

8. WARRANTY

- 8.1 AVL shall be liable in accordance with the following terms and conditions for defects which are already present at the time of the transfer of risk in accordance with Item 7. The warranty period shall be six months from the transfer of risk in accordance with Item 7. This shall also apply to delivery items that are firmly connected to immovable objects.
- 8.2 AVL provides no warranty that the deliveries can be used for a purpose other than that specified in the offer or the contract.
- 8.3 A warranty claim shall only arise in the event of written notification of the defect that has occurred within ten working days of the discovery of the defect by the Customer in the case of hidden defects and within ten working days of handover in the case of obvious defects and shall be limited to rectification or replacement of the defective goods or parts.
- 8.4 The provision regarding the assumption of deficiency in Section 924 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB) is excluded. The existence of a defect at the time of handover must be proven by the Customer.
- 8.5 Defects which arise as a result of improper use, use which does not comply with operating instructions or other instructions by AVL or use which is not contractually stipulated or as a result of special external influences which are not expressly reserved in the contract shall be excluded from the warranty. In the case of goods which have been manufactured on the basis of design information, drawings, models or other specifications provided by the Customer, the warranty shall only extend to the design in accordance with the conditions. Normal wear and tear as well as wear parts and consumables are excluded from the warranty. In the absence of any contractual agreement to the contrary, no warranty is given as regards compliance with foreign norms, standards, laws or other conditions.

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- 8.6 The warranty shall also be excluded if assembly, installation, modification, conversion, maintenance or repair work is carried out by the Customer or by third parties without AVL's consent.
- 8.7 The following provisions shall apply in addition to deficiencies in title:
Should there be a deficiency in title, i.e. an infringement of intellectual property rights, AVL shall, at its own discretion, either procure a corresponding right of use from the third party concerned or modify the item concerned to the extent that there is no longer an infringement of intellectual property rights. If this is not possible for AVL under reasonable and acceptable conditions, both the Customer and AVL shall be entitled to withdraw from the contract.
The Customer shall inform AVL in writing without delay of any infringements of industrial property rights alleged by third parties, shall not acknowledge the alleged infringement of industrial property rights or any claims resulting therefrom either directly or indirectly, shall leave AVL all possible means of defence and shall support AVL at its own expense in defending against the claims.
- 8.8 Measures taken to remedy deficiencies shall not extend the original warranty period. For repaired and/or replaced parts and/or repairs, the warranty period shall be six months from the time the deficiency has been remedied. However, it shall in any case end twelve months after the transfer of risk in accordance with Item 7.

9. LIABILITY

- 9.1 AVL shall be liable exclusively for any damage attributable to intent or gross negligence on its part. This shall not apply to personal injury. Liability for consequential harm caused by a defect as well as for production downtime, loss of profit and other consequential financial losses shall be excluded.
- 9.2 The Customer shall be required to prove that AVL is at fault for the occurrence of damage.
- 9.3 AVL shall in any case not be liable for the following circumstances or any disadvantages resulting therefrom:
- a) abusive, inappropriate use or use contrary to the operating instructions or instruction, warning and safety notices of the delivery items and service items, including their manipulation
 - b) abnormal or out-of-specification working and/or operating conditions, including atmospheric discharge, overvoltage, residual voltages, over speed, chemical influences, intense heat and failure of the Customer's earthing system
 - c) overcharge, overheating, fire or explosion of batteries
 - d) gas/fuel leakage
 - e) defective supplies by the Customer
 - g) presence of persons in test beds outside the safety areas during test operations
- 9.4 Any claims for damages must be asserted by the Customer within six months of knowledge of the damage and the damaging party and in any case within three years of the occurrence of the damage, failing which such claims shall be forfeited.
- 9.5 AVL's total liability under the respective contractual relationship shall be limited to 50% of the order value, but in any event to EUR 2 million.

10. EXPORT RESTRICTIONS; PROHIBITION OF FURTHER SALE; RIGHT OF WITHDRAWAL

- 10.1 AVL's goods may be subject to export restrictions. Such restrictions arise in particular from the Foreign Trade and Payments Act (Außenwirtschaftsgesetz, AWG) and the statutory orders issued pursuant to section 12 thereof, Council Regulation (EC) No. 428/2009 (Dual-Use Regulation) and its supplements and/or other laws and/or regulations - including Council Regulation (EC) No. 881/2002 of 27 May 2002 (OJ EC No. L 139 p. 9) and Council Regulation

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(EC) No. 2580/2001 of 27 December 2001 (OJ EC No. L 344 p. 70). Furthermore, export restrictions may result from the natural or legal person of the Customer, employees of the Customer and/or natural or legal persons in the Customer's business environment. This applies in particular if the Customer and/or one of the aforementioned persons is named in a list maintained on the basis of Council Regulation (EC) No. 881/2002 of 27 May 2002 (OJ EC No. L 139 p. 9) and/or Council Regulation (EC) No. 2580/2001 of 27 December 2001 (OJ EC No. L 344 p. 70).

All of the above reasons and provisions for an export restriction are hereinafter collectively referred to as the "Export Restriction Provisions".

- 10.2 The Customer shall be obliged to check the compatibility of the order with the relevant export restriction provisions in its area of responsibility as soon as possible. The Customer shall notify AVL of any concerns immediately and in writing.
The Customer shall further be obliged to provide AVL immediately upon request with all details and information which may be relevant to the examination of any infringement of export restriction provisions.
- 10.3 The Customer shall only be permitted to resell or otherwise transfer the goods delivered by AVL to third parties to whom AVL could also deliver itself without a breach of export restriction provisions. This shall not apply if the Customer has issued AVL with an end-use certificate; in this case, resale to other than the end purchaser named therein shall be prohibited.
- 10.4 AVL shall be entitled to withdraw from a contract concluded with the Customer if there are suitable grounds for assuming that the conclusion of the contract and/or its implementation, in particular the delivery of the goods to the Customer, violates or would violate export restriction regulations. This shall also apply if the export restriction provisions in question are not enacted until after the conclusion of the contract but before the physical export of the goods from the territory of the European Union.
- 10.5 The Customer shall be liable to AVL for any and all damages and costs incurred by AVL as a result of the Customer ordering goods from AVL and/or concluding a contract with AVL for the delivery of goods whose delivery is prohibited or restricted by applicable export restriction provisions at the time of the order or, if the conclusion of the contract was not preceded by an order, at the time of the conclusion of the contract.
If such provisions come into force after the aforementioned date, the Customer shall only be liable if the export restriction was enacted on the basis of the Customer's natural or legal person, the Customer's employees and/or natural or legal persons in the Customer's business environment.
AVL shall not be liable to the Customer for any damage and/or costs incurred by the Customer as a result of withdrawal from the contract pursuant to this Item 10.

11. WITHDRAWAL FROM THE CONTRACT

- 11.1 The Customer may withdraw from the contract if delivery is delayed by more than 60 days due to gross negligence on the part of AVL and despite a written reminder setting a corresponding grace period.
- 11.2 AVL may withdraw from the contract, except in the case of default in payment in accordance with Item 7.1, if
- a) delivery or performance becomes impossible for reasons for which the Customer is responsible or is delayed beyond a reasonable period of grace to be set in writing;
 - b) an application to instigate insolvency proceedings against the Customer's assets is rejected. The Customer shall be obliged to inform AVL of such circumstances without delay;
 - d) AVL has reasonable grounds to believe that the delivery of goods and works or the provision of another contractual service violates sanctions, prohibitions or other restrictions arising from United Nations resolutions or directives and regulations of the European Union or national or international regulations;

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- e) the goods, works and/or services of AVL are subject to restrictions pursuant to the EC Dual Use Regulation No. 428/2009 as amended after conclusion of the contract and AVL does not obtain an export license pursuant to the Dual Use Regulation.

Withdrawal for the above reasons may also be declared only in respect of one part of the delivery or service.

- 11.3 If the originally agreed delivery period is extended by more than half of the time, but by at least six months, due to one of the impediments listed in Item 5.4, either party may declare its withdrawal.
- 11.4 In the event of withdrawal for reasons other than those stated in Item 10.1, services or partial services already provided shall be settled and paid for in accordance with the contract, without prejudice to AVL's claims for damages. This shall also apply if the delivery or service has not yet been accepted by the Customer. Furthermore, all costs already incurred by AVL as a result of the performance of the contract and costs that can no longer be averted by reasonable means shall be reimbursed. Instead of this AVL shall also have the right to demand the return of items already delivered.
- 11.5 Other consequences of withdrawal shall be excluded.

12. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT

- 12.1 Insofar as the contractually intended use of a delivery or service from AVL by the Customer requires the use of industrial property rights owned by AVL, AVL shall grant the Customer a simple right of use which is unlimited in time, non-exclusive and non-transferable. Use shall be limited to those kinds of rights which are absolutely necessary for the contractually intended use of the delivery or service.
- 12.2 The contractual partner guarantees that it is in possession of the rights to all works, materials, information and the like (in particular creations, inventions, designs, results etc. which are subject to special legal protection, but also business secrets) to the extent necessary for AVL to be able to fulfil the order. The contractual partner shall fully indemnify and hold AVL harmless, including the costs of representation, in the event that a third party asserts a claim against AVL on account of such use.

13. DISPOSAL OF OLD EQUIPMENT

The Customer shall be obliged to properly dispose of the electrical and electronic equipment purchased from AVL after the end of its use in accordance with the applicable statutory regulations, within the EU member states in accordance with Directive 2012/19/EU on waste electrical and electronic equipment. Furthermore, the contractual partner shall be obliged not to pass on personal computers (PC) and PC accessories purchased from AVL to private households. The burden of proof for the fulfilment of the aforementioned obligations of the Customer shall be borne by the Customer. Should the Customer fail to comply with these obligations, it shall indemnify and hold AVL harmless for any and all disadvantages resulting thereof.

14. USE OF DATA AND DATA PROTECTION

- 14.1 AVL shall be entitled to process personal data obtained in connection with the business relationship to the extent permitted by law. Insofar as AVL uses third parties to provide the services arising from the respective contractual relationship, AVL shall be entitled to disclose Customer data to these third parties insofar as this is absolutely necessary for the performance of the contractual relationship and permitted by law.
- 14.2 AVL shall also be entitled to disclose Customer data insofar as AVL is under the obligation to do so on the basis of statutory provisions or official orders, and further insofar as third parties

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are involved who are under the obligation to maintain secrecy in accordance with their profession.

14.3 With regard to its duty to provide information under privacy laws in accordance with Articles 13 and 14 of the General Data Protection Regulation, AVL refers to the data protection declaration on its website.

14.4 The Customer shall bear sole responsibility for compliance with the General Data Protection Regulation applicable to it. The Customer hereby undertakes to process the personal data provided by AVL in accordance with the currently applicable data protection regulations exclusively for the purpose of fulfilling the contract and to delete this data immediately once the reason justifying the processing ceases to exist.

14.5 AVL shall be entitled to refer in its publications to the business relationship with the Customer as well as to the related key data of ongoing and completed projects and orders ("references") of the Customer.

15. PLACE OF JURISDICTION, APPLICABLE LAW

15.1 The exclusive place of jurisdiction for all disputes arising from the contract shall be the court with subject-matter jurisdiction at AVL's place of business. AVL shall, however, also be entitled to file a lawsuit at the Customer's registered office.

15.2 The contract shall be construed and interpreted according to Austrian law to the exclusion of the UNCITRAL Agreement of the United Nations on the Law of International Sale of Goods.