

DAT-SCHAUB GROUP
GENERAL TERMS AND CONDITIONS
OF SALE AND DELIVERY

1. SCOPE AND APPLICATION

- 1.1 These DAT-Schaub Group General Terms and Conditions of Sale and Delivery ("**Terms**") apply to the sale and delivery by DAT-Schaub A/S and its affiliated companies (collectively "**DAT-Schaub Group**") of goods and/or services (collectively "**Goods**") to a purchaser having ordered and/or taken delivery of the Goods ("**Buyer**") and shall be deemed to be incorporated in and a condition of any such agreement between DAT-Schaub Group and the Buyer.
- 1.2 These Terms shall apply to the exclusion of the Buyer's deviating, conflicting or additional standard terms and conditions of purchase which the Buyer may include in any order, confirmation of order, notice or other document or communication.
- 1.3 Any deviation from and/or addition to these Terms must be agreed in writing between DAT-Schaub Group and the Buyer.

2. FORMATION OF AN AGREEMENT

- 2.1 DAT-Schaub Group agrees to supply, and the Buyer agrees to purchase, such Goods as are set out in a purchase order placed by the Buyer and accepted by DAT-Schaub Group or as are referred to in a sales confirmation provided by DAT-Schaub Group (the "**Agreement**"). An Agreement will be performed on the basis of these Terms.
- 2.2 An order placed by the Buyer shall only be binding on DAT-Schaub Group if the order is accepted in writing by DAT-Schaub Group or upon DAT-Schaub Group's performance thereof. DAT-Schaub Group is entitled to refuse to accept an order placed by the Buyer at its discretion.
- 2.3 The Buyer shall object in writing no later than 2 (two) working days from receipt of DAT-Schaub Group's acceptance of an order and/or sales confirmation in the event the acceptance or confirmation includes additional or different terms, and if the Buyer does not so object, the terms of the Agreement are the terms of the order and/or sales confirmation with the modifications contained therein.
- 2.4 DAT-Schaub Group has a right to accept or reject an order placed by the Buyer within 1 (one) week of its receipt ("**Acceptance Period**"). In case DAT-Schaub Group has not accepted or performed an order within the Acceptance Period, such order shall be deemed rejected by DAT-Schaub Group.
- 2.5 The Buyer shall not during the Acceptance Period be entitled to cancel or reduce its volume requirement

under an order placed by the Buyer unless accepted by DAT-Schaub Group in writing.

3. DELIVERY, PASSING OF RISK AND COSTS

- 3.1 The risk of loss of and/or damage to the Goods shall pass to the Buyer upon delivery in accordance with the agreed INCOTERMS clause. The interpretation of the delivery term shall be in accordance with the then current edition of INCOTERMS at the time when the Agreement is performed. If no INCOTERMS clause has been agreed, delivery shall be according to FCA (INCOTERMS), DAT-Schaub Group production site.
- 3.2 Any date(s) quoted by DAT-Schaub Group for delivery or set out in an order confirmation are approximate only. If the Goods are not available for delivery, DAT-Schaub Group is entitled to make substitute delivery with equivalent products in their place.
- 3.3 Any delivered volumes by DAT-Schaub Group to the Buyer may vary +/- 5% (five per cent) from the volumes set out in an Agreement, without DAT-Schaub Group being in breach of the Agreement.
- 3.4 Unless otherwise agreed, DAT-Schaub Group shall be permitted to perform partial deliveries of the Goods.
- 3.5 In the event that the Buyer refuses to take timely delivery of the Goods, DAT-Schaub Group reserves the right to cancel the Agreement and dispose of the Goods for the risk and account of the Buyer.

4. RETENTION OF TITLE

- 4.1 Legal title to and ownership of the Goods shall not pass from DAT-Schaub Group to the Buyer until DAT-Schaub Group has received in full all sums due from the Buyer.
- 4.2 Until legal title passes to the Buyer, the Buyer shall not (except as permitted under clause 4.3) part with possession of the Goods; and shall keep the Goods free from any charge, lien or encumbrance; and shall store the Goods so that they are clearly shown to be identifiable as the property of DAT-Schaub Group; and shall maintain insurance for the Goods at full value against theft of, loss or damage.
- 4.3 The Buyer shall have the right to resell and/or process the Goods as part of the normal conduct of its business, unless and until any event occurs or proceedings are taken with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent to any of the events mentioned in clause 6.6.
- 4.4 Where the applicable governing law relating to the supply of the Goods is German law, the applicable provisions are set forth in the document "*Eigentumsvorbehalt*", available under <https://www.dat-schaub.com/en/terms-of-sales-and-delivery-conditions/> which document shall form an integral part of these Terms.

5. PRICES

- 5.1 All prices quoted by DAT-Schaub Group are exclusive of any applicable sales tax, value added tax or equivalent tax (“**VAT**”) which shall be invoiced and paid in addition to the price of the Goods.
- 5.2 If the Buyer is required under any applicable law to withhold or deduct any amount from the payments due to DAT-Schaub Group, then the Buyer shall increase the sum it pays to DAT-Schaub Group by the amount necessary to leave DAT-Schaub Group with the sum it would have received if no such withholdings or deductions had been made.
- 5.3 DAT-Schaub Group reserves the right to increase the price of the Goods in the event of documented changes in taxes, tariff rates, import/export duties, currency exchange rates, freight charges or other external costs outside its control.

6. TERMS OF PAYMENT

- 6.1 Unless otherwise agreed, the Buyer shall make payment for the Goods in full and cleared funds to the bank account nominated by DAT-Schaub Group no later than 7 (seven) days after receipt of invoice.
- 6.2 The Buyer shall make all payments due without any deduction by way of set-off or counterclaim. Any entity within DAT-Schaub Group is entitled to set-off against any receivables owed by the Buyer to any entity within DAT-Schaub Group, provided that such claim and such receivable are both due.
- 6.3 If the Buyer fails to make a payment due under these Terms then, without limiting any other rights or remedies of DAT-Schaub Group, DAT-Schaub Group shall have the right to suspend further deliveries of Goods until all outstanding amounts are paid in full; and the Buyer shall pay interest on the overdue amount at the maximum rate permitted under applicable law, from the due date until actual payment of the overdue amount.
- 6.4 DAT-Schaub Group may carry out an assessment of the creditworthiness of the Buyer through a credit reference agency. Records will be kept by DAT-Schaub Group for as long as the information gathered is valid and the Buyer continues to trade with DAT-Schaub Group. Also, information on the credit performance of the Buyer will be maintained for as long as reasonably required and may be made available to a third party to enable DAT-Schaub Group to assess the Buyer’s creditworthiness.
- 6.5 Notwithstanding any credit granted to the Buyer, prior to delivery of the Goods, DAT-Schaub Group is entitled, at its discretion, to require that Buyer makes cash payment for the Goods by prepayment of invoice or by CAD. Failing this, DAT-Schaub Group shall be entitled to cancel the Agreement and suspend further deliveries.
- 6.6 Notwithstanding any credit granted to the Buyer,

payment of all sums shall become due immediately (i) if any sum (whether in respect of the Goods or otherwise) is not paid to DAT-Schaub Group on or before the date when it is due; and/or (ii) if the Buyer applies for an interim order or proposes a voluntary arrangement with the Buyer’s creditors; or does or fails to do anything which would entitle a petition for a bankruptcy order or the appointment of a receiver of the whole or any part of the Buyer’s assets; or which would entitle any person to present a petition for an administration order or the winding up of the Buyer.

7. NON-CONFORMITY

- 7.1 DAT-Schaub Group represents that the Goods upon delivery conform to the product specifications provided by DAT-Schaub Group and are of good merchantability. No other implied warranty or representation is provided in respect of the Goods, including for their fitness for a specific purpose or the compliance of the Goods with any requirements of statutes, administrative rules, and regulations applicable in the country of delivery and/or destination relating to the import, use, marketing, distribution and/or sale of the Goods by the Buyer, and the Buyer assumes this liability.
- 7.2 Duty of inspection: The Buyer must upon receipt inspect the Goods for shortages and lack of conformity without undue delay.
- 7.3 Duty of notification: The Buyer shall promptly notify DAT-Schaub Group in writing of any shortages and/or non-conformity where apparent upon reasonable inspection or, in the event of hidden defects, promptly after discovery, but in any event no later than 3 (three) months after receipt. Goods delivered shall otherwise be deemed to conform to the Agreement and to be accepted unconditionally by the Buyer.
- 7.4 If loss or damage to the Goods and/or their packaging has visibly occurred during carriage, a reservation shall always be registered on the CMR bill of carriage or other consignment note. Reservations must also be notified in writing to DAT-Schaub Group and the carrier at the time of receipt in the case of visible loss or damage and within 3 (three) days of receipt in the case of loss or damage which is not apparent.
- 7.5 The Buyer shall be entitled to reject Goods which are non-conform for causes for which DAT-Schaub Group is liable under these Terms. Non-conform Goods which are rejected by the Buyer shall at the request of DAT-Schaub Group and in its sole discretion either immediately be returned to DAT-Schaub Group and shall be the property of DAT-Schaub Group, or be destroyed by the Buyer, at DAT-Schaub Group’s expense, according to instructions from DAT-Schaub Group.

7.6 In the event of a shortage or non-conformity in the Goods delivered for which DAT-Schaub Group is liable under these Terms, DAT-Schaub Group undertakes to make a replacement delivery of the Goods within a reasonable time. In the event this is not possible, DAT-Schaub Group shall reimburse any sums invoiced and duly paid by the Buyer for those Goods together with the Buyer's documented freight and handling costs.

8. PRODUCT RECALL

8.1 The Buyer shall not voluntarily initiate any recall of the Goods without the prior written consent of DAT-Schaub Group.

8.2 In the event of an actual or threatened product recall due to a defect in the Goods then the Buyer shall provide all necessary assistance to DAT-Schaub Group, any governmental agency, entity or authority in conducting and monitoring the recall operation as required, including but not limited to the suspension of all deliveries of the Goods and recall of the Goods from stock, wholesalers and retailers. The Buyer shall immediately notify and provide copies to DAT-Schaub Group of any communication with any such governmental agency, entity, or authority; shall follow the reasonable instructions of DAT-Schaub Group; and shall not publish information about an actual or planned recall of the Goods, unless this is done in accordance with applicable, mandatory legislation, or as instructed by DAT-Schaub Group.

9. LIMITATION OF LIABILITY OF DAT-SCHAUB GROUP

9.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DAT-SCHAUB GROUP SHALL NOT IN ANY EVENT BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL COSTS, LOSSES, EXPENSES, OR DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INCREASED COSTS OF WORKING OR DAMAGES OR LOSSES RESULTING FROM LATE DELIVERY OR WASTED EXPENDITURES, LOSS OF PRODUCTION, LOSS FROM BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF REVENUE OR BUSINESS, OR DAMAGE TO GOODWILL OR REPUTATION, EVEN IF DAT-SCHAUB GROUP IS ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Nothing in these Terms shall in any way transfer to the Buyer, and the Buyer shall acquire no right or title in or to any trademark, company name, copyright, domain name, business mark, design, know-how, or any other intellectual property right owned, controlled and/or used by DAT-Schaub Group ("**DAT-Schaub Group IP**").

10.2 Where the Goods are labeled under the Buyer's own trademark or brand ("**Own Label**"), the Buyer shall indemnify and hold DAT-Schaub Group harmless

from all costs, losses, damages, and/or expenses suffered or incurred by DAT-Schaub Group as a result of the Own Label product's infringement or alleged infringement of any design, trademark, tradename, or any other intellectual property right claimed by third party.

10.3 If Goods labeled with DAT-Schaub Group IP are the subject of an accidental or governmental recall, the Buyer must, in consultation with DAT-Schaub Group, take all necessary precautions that are appropriate to protect the integrity and goodwill of any DAT-Schaub Group IP.

11. DATA PROTECTION

11.1 The Buyer shall comply with all applicable data protection laws, including but not limited to, the General Data Protection Regulation 2016/679. Both the Buyer and DAT-Schaub Group shall be deemed to be a Data Controller under the General Data Protection Regulation 2016/679.

11.2 In the event and to the extent that the Buyer discloses to DAT-Schaub Group the personal data of its contractors, employees and other individuals for or in relation to the sale and delivery of the Goods, the Buyer shall adopt measures in order for such disclosure to be made in accordance with any applicable requirements, including those concerning the information of the data subject of the disclosure made and the existence of an adequate legal basis for the disclosure to enable DAT-Schaub Group to receive and process the data for the purposes of the cooperation, without any other formality.

11.3 The Buyer shall maintain reasonable technical and organizational security measures to protect the personal data of its contractors, employees and other individuals and shall immediately notify DAT-Schaub Group in the event of a breach of security impacting the DAT-Schaub Group; and shall provide reasonable assistance to DAT-Schaub Group with the remediation, notification and other obligation required under the applicable data protection laws.

12. ANTI-BRIBERY AND CORRUPTION

12.1 The Buyer shall not, directly or indirectly, on behalf of DAT-Schaub Group, offer, promise or grant, nor have a third-party offer, promise or grant, through its employees, management executives, or third parties, any benefits, gifts or other advantages to employees or management executives of any public or private person or entity; and undertakes to take all necessary measures to avoid corruption and bribery; and shall enact and maintain policies and procedures designed to ensure and maintain continued compliance with the Foreign Corrupt Practices Act, UK Bribery Act 2010,

and any similar laws, rules and regulations relating to anti-bribery and corruption.

13. EXPORT CONTROL LAWS AND SANCTIONS

13.1 The Buyer shall comply with the applicable laws or regulations prohibiting, restricting, or regulating the import, export, or re-export of goods (“**Export control laws**”) and/or imposing economic or financial sanctions or trade embargoes or related restrictive measures (“**Sanctions**”). Accordingly, the Buyer shall obtain any necessary export license or other documentation prior to sales, export and re-export of the Goods, and the Buyer shall not knowingly sell, export or re-export, or otherwise dispose of the Goods directly or indirectly to any person, firm or entity, or country or countries, prohibited by the applicable Export Control Laws or Sanctions.

14. INDEMNITY

14.1 The Buyer shall be liable for and shall fully indemnify DAT-Schaub Group and hold DAT-Schaub Group harmless from and against any and all losses, liabilities, costs, expenses, fines, penalties, damages, and third-party demands arising out of or in connection with the Buyer's failure to comply with the provisions set out in these Terms.

15. HARDSHIP

15.1 If at any time prior to the performance of an Agreement, DAT-Schaub Group is of the view that there has been a substantial change in business, monetary, or commercial conditions beyond DAT-Schaub Group's sphere of influence, and as a result of which the Agreement has become excessively onerous for DAT-Schaub Group, DAT-Schaub Group may notify the Buyer that it wishes to meet and review the conditions of the Agreement in the light of the changed conditions. The Buyer shall meet with DAT-Schaub Group to discuss in good faith to negotiate alternative contractual terms which reasonably relieve DAT-Schaub Group from such hardship. If no agreement on a mitigation of the events is reached within 30 (thirty) days from the date of DAT-Schaub's request for such meeting, DAT-Schaub Group shall be entitled to terminate the Agreement.

16. FORCE MAJEURE

16.1 DAT-Schaub Group shall not incur liability to the Buyer for any delay in or non-performance of its contractual obligations caused by any event or circumstance beyond its reasonable control including, without limitation, acts of god, war, riot, civil commotion, malicious damage, compliance with any law, governmental or quasi-governmental order, regulation, direction or any overriding emergency procedures, accident, fire, flood, storm, and strikes or any industrial action or an outbreak of epidemic and pandemic (for humans and/or animals) (“**Force**

Majeure”) that it could not reasonable have foreseen at the time of conclusion of the Agreement and that it could not reasonably have overcome or avoided.

16.2 DAT-Schaub Group shall without undue delay notify the Buyer in writing of an intervention of Force Majeure contingencies, and DAT-Schaub Group's duty of performance shall be postponed for as long as the Force Majeure contingencies prevail. If, after 30 (thirty) days from the date of the aforesaid notice the impediment still exists, then both the Buyer and DAT-Schaub Group shall be entitled to terminate the Agreement.

17. LAW AND VENUE

17.1 The supply of Goods to the Buyer shall be governed by the substantial laws in the country where the DAT-Schaub Group entity that has issued the invoice for the Goods has its registered office without regard to its conflict of law rules.

17.2 Any dispute arising out of or in connection with the application of these Terms and/or the supply of Goods to the Buyer shall be finally settled by the competent courts in the country where the DAT-Schaub Group entity that has issued the invoice for the Goods has its registered office.

17.3 Notwithstanding clause 17.2, DAT-Schaub Group is entitled, at its sole discretion, to bring any dispute with the Buyer before the competent courts in the country where the Buyer has its registered office.

April 1, 2024