



General Terms and Conditions of Business and Delivery for Business Partners of Carado GmbH (GTC Business Partners)

1. General

- 1.1 The following General Terms and Conditions of Business and Delivery for Business Partners (hereinafter referred to as "GTC Business Partners") apply exclusively to all contracts, contractual declarations, deliveries and services to dealers or service partners (hereinafter jointly referred to as "Business Partners"). We do not recognise any terms and conditions of the business partner that conflict with or deviate from these GTC Business Partners or counter-confirmations unless we have expressly agreed to them. Our GTC Business Partners shall also apply if we carry out deliveries, services or offers to the business partner without reservation in the knowledge of terms and conditions of the business partner that conflict with or deviate from our GTC Business Partners or counter-confirmations.
- 1.2 Our GTC Business Partners only apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law.
- 1.3 Unless otherwise agreed, the GTC Business Partners in the version valid at the time of the Business Partner's order or in any case in the version last notified to him 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.
- 1.4 Legally relevant declarations and notifications by the business partner with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing, i.e., in written or text form (e.g. letter, e-mail, fax). Legal formal requirements remain unaffected.

2. Conclusion of contract

- 2.1 Our offers are subject to change. The information in the description about performances, weights, operating costs, speeds, etc. is to be regarded as approximate.
- 2.2 A contract shall only be concluded upon our written order confirmation and shall be governed exclusively by the content of the order confirmation and these GTC Business Partners. Verbal commitments by our representatives or other auxiliary persons require written confirmation by us.
- 2.3 The order of the contractual products by the business partner shall be deemed a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within a reasonable period of time after its receipt by us. We reserve the right to refuse orders if, for example, we no longer sell the product in question or cannot accept the order due to production difficulties, production changes, model changes, non-delivery from upstream suppliers, unexpectedly high demand or other unforeseeable or unavoidable events.

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- 2.5 We reserve the right to make technical changes in the design and equipment of the contractual products during the delivery period within the scope of what is reasonable. As a rule, reasonable changes are deemed to have been made if the object of purchase and its appearance are not significantly changed and no deterioration in value occurs. Purely aesthetic changes caused by model changes are to be accepted by the business partner. We shall inform the business partner of such changes without delay.

3. Prices

- 3.1 The prices are understood - without discount - purely net "ex works". The statutory value added tax shall be shown separately in the invoice at the statutory rate on the day of invoicing.
- 3.2 If the delivery is to take place more than four months after the conclusion of the contract or if it can only take place so late due to circumstances for which the business partner is solely responsible, we shall be entitled, if after the conclusion of the contract cost items on which our calculation is based (in particular material and raw material costs) increase for reasons for which we are not responsible and this, taking into account all other cost items, leads to an increase in the total costs of the performance of the contract, to increase the price accordingly at our reasonable discretion. In the event of a reduction in the total costs, we shall reduce the price accordingly at our reasonable discretion. We will inform the business partner of the price adjustment without delay. In the event of a price increase of more than 10%, the business partner shall be entitled to withdraw from the contract. The withdrawal must be declared immediately after receipt of the notification.
- 3.3 Costs of transport insurance, loading and transfer as well as any customs costs shall be borne by the business partner, unless otherwise agreed in writing with the order confirmation in individual cases. The same applies to fees, taxes, and other public charges.

4. Terms of Payment/credit

- 4.1 The business partner shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. This restriction shall not apply in the case of claims of the business partner due to defects in the delivery, insofar as the business partner's claim is based on the same individual contract as our claim.
- 4.2 Unless otherwise expressly agreed, the agreed price shall be due for payment within 14 calendar days of complete delivery and performance and receipt of the invoice.

- 4.3 Upon expiry of the agreed payment period, the business partner shall be in default of payment. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default.
- 4.4 Even within the framework of an ongoing business relationship, we are entitled in justified cases to make the acceptance of an order dependent on the agreement that a delivery will only be made in whole or in part against advance payment.

5. Delivery dates

- 5.1 Delivery periods shall only commence after complete clarification of all details of execution and presuppose the timely and proper fulfilment of the business partner's obligations.
- 5.2 Binding delivery dates and deadlines must be expressly agreed. If the business partner requests a modified version of the contractual product after the order confirmation and we agree to this contractual modification, the delivery period shall recommence or the delivery date shall be postponed by the period of time that has elapsed between the original delivery period and the modification agreement, unless the parties agree otherwise. The business partner shall bear any additional costs incurred as a result of the change.
- 5.3 Our delivery obligations are subject to correct and timely self-delivery, unless we are responsible for the incorrect or delayed self-delivery.
- 5.4 We shall not be liable for impossibility of delivery or for delays in delivery insofar as these have been caused by force majeure or other events that were unforeseeable and unavoidable at the time of conclusion of the contract (e.g. operational disruptions, effects of pandemics or epidemics, strikes, lawful lockouts, general shortage of energy or raw materials, official or statutory orders or measures) for which we are not responsible.
- 5.5 We shall inform the business partner of the beginning and end of such obstacles without delay. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. If such events make it unreasonably difficult or impossible for us to deliver or procure replacements and the impediment lasts for more than six months, each of the parties is entitled to withdraw from the contract if adherence to the contract has become unreasonable for them due to the duration of the impediment. Any counter-performance by the business partner shall be refunded without delay.
- 5.6 If we are in default of delivery, the business partner may set us a reasonable grace period and withdraw from the contract in whole or in part after its fruitless expiry. A grace period is not required in cases in which this is dispensable according to § 323 para. 2 BGB (German Civil Code) or § 376 HGB (German Commercial Code). Insofar as

we are liable due to delay, our liability for compensation for damage caused by delay (compensation in addition to performance) is limited to 5% of the net purchase price of the delayed delivery, insofar as neither we nor our vicarious agents can be charged with intent or gross negligence, with the exception of claims for compensation due to personal injury. In all other respects, the liability provisions of § 10 shall apply.

6. Transfer of risk & default of acceptance

- 6.1 Delivery shall be ex works. At the request and expense of the business partner, the contractual products shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
- 6.2 The risk of accidental loss and accidental deterioration of the contractual products shall pass to the business partner 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 contractual products as well as the risk of delay shall pass to the business partner as soon as the contractual products are delivered to the forwarding agent, the carrier or any other person designated to carry out the shipment.
- 6.3 Also, in the event of default in acceptance, the risk of accidental loss and accidental deterioration of the contractual products shall pass to the business partner. If the business partner is in default of acceptance, we are entitled to demand compensation for the resulting additional expenses (in particular storage costs). Furthermore, we are entitled to demand compensation for additional expenses or damages if the business partner fails to comply with obligations to cooperate or otherwise causes a delay in delivery, unless the business partner proves that it is not responsible for the breach of duty or delay.

7. Liability for defects

- 7.1 The statutory provisions shall apply to the rights of the business partner in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below. In any case, the special statutory provisions shall remain unaffected in the case of final delivery of the contractual products to a consumer (supplier recourse pursuant to § 478 BGB). Claims from supplier recourse are excluded if the business partner or a third party commissioned by him has caused the defect in the contractual product himself (in particular through attachments or modifications to the contractual product that are improper, not state of the art or contradictory to our recommendations).
- 7.2 The basis of our liability for defects is primarily the agreement reached on the quality of the contractual products and the presumed use (including accessories and instructions). Accordingly, all product descriptions and manufacturer's specifications which are the subject of the respective contract, or which were publicly announced by us at the time of the conclusion of the contract shall be deemed to be an agreement on quality. If no

agreement on quality has been made, the question of defectiveness shall be determined in accordance with Section 434 (3) of the German Civil Code (BGB).

- 7.3 In the case of goods with digital elements or other digital content, we only owe provision and, if applicable, updating of the digital content insofar as this expressly results from a quality agreement pursuant to § 7.2. In this respect, we do not assume any responsibility for public statements made by chassis manufacturers or other third parties (e.g., advertising statements).
- 7.4 In principle, we shall not be liable for defects of which the business partner is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Furthermore, the business partner's claims for defects presuppose that he has complied with its statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB). 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 which are immediately recognisable without closer examination (such as obvious damage or incorrect deliveries) must be notified to us in writing within 3 working days of delivery. Defects which are recognisable in the course of an inspection must be reported in the same form within 5 working days of delivery at the latest. Defects which are not recognisable in the course of an inspection and which only become apparent at a later date must be reported in writing within 3 working days of discovery. If the business partner fails to carry out a proper inspection and/or to give notice of defects, our liability for the defect that was not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions.
- 7.5 Instead of rectification by us, the business partner can rectify a defect himself or have it rectified by a service partner after corresponding agreement with us. Also, after at least 2 unsuccessful rectifications of defects as well as in urgent cases, e.g., in the event of a risk to operational safety or to prevent disproportionate damage, the business partner shall have the right to rectify the defect itself in accordance with our technical guidelines and to demand reimbursement from us of the expenses objectively necessary for this within the framework of our customer service guidelines. The right to remedy the defect themselves does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

The following shall apply to the performance of rectification by the business partner under the aforementioned conditions:

We shall reimburse the business partner for the expenses necessary for the inspection and subsequent performance, in particular transport, travel, labour and material costs. The scope of reimbursement is regulated in our customer service guidelines. The costs arising from an unjustified request for rectification of a defect (in particular inspection and transport costs) will not be reimbursed.

The business partner shall carry out repairs in accordance with our technical guidelines by replacing or repairing defective parts. Before commencing the work, he shall inform us of the defect and, if there are no technical guidelines for the elimination of the defect,

of the intended type of repair, insofar as the anticipated cost of the repair exceeds 150 euros.

Replaced parts shall become our property and shall be made available to us upon request.

- 7.6 In individual cases, we are free to carry out subsequent performance ourselves instead of having the business partner rectify the defect. If the delivered item is defective, we may first choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). Our right to refuse subsequent performance under the statutory conditions remains unaffected. The business partner is obliged to reimburse us for the costs incurred by us as a result of an unjustified request to remedy a defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognisable to the business partner.
- 7.7 We are entitled to make the subsequent performance owed dependent on the business partner paying the purchase price due. However, the business partner is entitled to retain a reasonable part of the purchase price in relation to the defect.
- 7.8 Claims of the business partner for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with § 10 and are otherwise excluded.

8. Retention of title

- 8.1 We retain title to all contractual products delivered by us until our claims from the business relationship with the business partner, in particular also claims from repairs, spare parts and accessories deliveries, storage and insurance costs, have been settled. This also applies to a balance in our favour if individual or all claims are included in a current account and the balance has been struck.
- 8.2 The processing and treatment of the contractual products subject to retention of title shall be carried out for us as manufacturer within the meaning of § 950 of the German Civil Code (BGB) without any obligation on our part arising therefrom. If these contractual products are processed or inseparably mixed with other objects, we shall acquire co-ownership of the new object in the ratio of the invoice values of the contractual products and the other processed or mixed objects. If contractual products are combined with other movable objects to form a uniform object which is to be regarded as the main object, the business partner hereby transfers co-ownership of this to us in the same proportion. The business partner shall keep the property or co-property for us free of charge.
- The business partner is obliged at all times to provide us with the information required to pursue the ownership or co-ownership rights. If the business partner is not the owner of the main item, he hereby assigns to us his claims to which he is entitled against the owner of the main item - of whatever kind - as security for the claims and liabilities mentioned at the beginning up to the amount of the purchase price agreed between us and the business partner (including value added tax). We accept the assignment.

- 8.3 The business partner is entitled to resell the conditional contract products in the ordinary course of business. However, he hereby assigns to us all claims from the sale of these contractual products in the amount of the purchase price agreed between us and the business partner (including value added tax), which accrue to the business partner from the resale, irrespective of whether the contractual products are resold without or after processing. The business partner is authorised to collect this claim after its assignment and authorisation by us. Our authority to collect the claim ourselves remains unaffected by this, but we undertake not to collect the claim as long as the business partner duly fulfils his payment obligations and is not in default of payment.

However, if this is the case, we may demand that the business partner discloses the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

- 8.4 The business partner may neither pledge the contractual products subject to retention of title nor assign them as security. If seizures or confiscations or other dispositions by third parties become apparent or are carried out, the business partner must notify us immediately and provide us with all information and documents required to protect our rights. Enforcement officers or a third party must be informed of our ownership. If the business partner violates this obligation and if this results in costs for us for the assertion of our ownership claim, in particular for measures to eliminate the intervention of third parties, e.g., the costs of an intervention process, these shall be borne by the business partner.

- 8.5 The contractual products subject to retention of title shall be adequately insured. The business partner undertakes to take out comprehensive insurance with an appropriate excess for motorhomes and caravans with the proviso that we are entitled to the rights arising from the insurance contract. The business partner authorises us to apply for a security certificate for the comprehensive vehicle insurance on our behalf and to obtain information about the aforementioned insurance relationship. If the business partner does not prove the existence of the insurance cover by handing over a security certificate at the latest when handing over the contractual products subject to retention of title, we are authorised to take out the comprehensive insurance ourselves at the business partner's expense, to disburse the insurance premium and to collect it as part of the claim from the purchase contract.

Our entitlement to provide insurance cover ourselves does not release the business partner from its obligation of the resulting liability.

- 8.6 The business partner has the obligation to maintain the contractual products subject to retention of title in proper condition. If repairs are due, the business partner must carry them out himself, insofar as he is authorised to do so as a business partner, otherwise he must have them carried out by suitable partners authorised by us. We are to be informed of repair measures in advance.

Any warranty claims of the business partner shall not be limited by this provision.



- 8.7 In order to ascertain the inventory of the contractual products delivered by us, we may enter the business premises of the business partner at any time during normal business hours.
- 8.8 If the business partner defaults on material obligations such as payment to us and we withdraw from the contract, we may demand the return of the contractual products subject to retention of title, without prejudice to our other rights. In this case, the business partner shall immediately grant us or our agents access to the contractual products and surrender them.
- 8.9 If the value of the provisions and securities existing for us exceeds the secured claims by more than 10% in total, we are obliged to release securities of our choice to this extent at the request of the business partner.

9. Rights & Duties of the Business Partner

- 9.1 The business partner shall instruct his customers in the proper use and operation of the contractual goods and, in particular, provide safety and weight-related instructions. For this purpose, he may make use of the information and forms provided by us.
- 9.2 The business partner further undertakes to subject the contractual goods to a careful outgoing inspection upon their delivery to the end customer. If the business partner installs further accessories on the contractual goods after delivery, this shall be his responsibility. He must ensure that he adheres to all technical and legal requirements during assembly and inform the end customer accordingly of any resulting consequences (e.g., increase in the actual mass of the vehicle).
- 9.3 The business partner shall always employ a sufficient number of adequately qualified personnel and train them accordingly. To this end, the business partner shall send its sales, customer service and/or workshop employees to training courses on a regular basis, at its own expense and in coordination with us. We do not assume any travel and accommodation costs associated with participation and no remuneration for work of the business partner's employees who participate in the training courses.
- 9.4 The business partner shall in particular ensure that the personnel employed by him has the necessary knowledge with regard to weight calculations and can advise the customers accordingly.
- 9.5 The business partner acknowledges and complies with the guidelines as well as the dealer and service partner standards enclosed under item 14. Should the business partner fail to comply with them or repeatedly violate them, we may terminate any agreement concluded with the business partner by notifying the business partner. Further claims and rights shall remain unaffected in terms of reason and amount in accordance with the provisions of the contract concerned.



10. Liability

- 10.1 Our liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with the provisions of this § 10, insofar as fault is relevant in each case.
- 10.2 If, on the basis of the statutory provisions, we are liable in accordance with these terms and conditions for damage caused negligently by organs, legal representatives, employees or other vicarious agents, we shall be liable as follows:

We shall only be liable in the event of a breach of material contractual obligations. Material contractual obligations are obligations the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the contractual partner regularly relies on and may rely on. If we are liable in principle, our liability shall be limited to the typical damage foreseeable at the time of conclusion of the contract. This includes all damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen by exercising due care.

- 10.3 Any statutory liability in the event of injury to life, limb and health and in the event of fraudulent concealment of the defect, in the event of an intentional or grossly negligent breach of duty arising from the assumption of a guarantee or a procurement risk and under the Product Liability Act shall remain unaffected.
- 10.4 The above liability provisions shall apply accordingly if the business partner asserts a claim for reimbursement of futile expenses instead of a claim for damages in lieu of performance.
- 10.5 Insofar as our liability is limited or excluded in accordance with the above provisions, the personal liability of our legal representatives, vicarious agents and employees shall also be limited in the same way.

11. Limitation

- 11.1 The limitation period for claims for defects is one year from the transfer of risk. This also applies to contractual and non-contractual claims for damages by the buyer based on a defect in the goods.
- 11.2 The limitation period shall not apply to claims for damages due to intent and gross negligence as well as due to culpable injury to body, health and life. Furthermore, the statutory limitation provisions in the event of supplier recourse shall remain unaffected.

12. Compliance

- 12.1 The business partner assures that both he, the director(s), officers and employees comply with applicable laws and regulations relating to taxation, exchange controls and

customs regulations, anti-corruption, anti-trust, money laundering or other criminal laws and any other applicable laws, rules or regulations (together the "Compliance Laws").

- 12.2 For its part, the business partner undertakes to comply at least with the standards set out in the Code of Conduct Business Partners within the framework of the business relationship and to ensure compliance by its employees.
- 12.3 As evidence of compliance with this integrity clauses, the business partner shall maintain accurate books of account and records. In particular, the business partner assures that complete and accurate records have been and will continue to be kept of all expenditures related to the business relationship with us, detailing the purpose of each expenditure and the recipient for or in favour of whom it was made. We are entitled to demand information and appropriate proof of compliance with the obligations assumed from the business partner at any time. In the event of suspicion, we reserve the right to audit these business records or to commission an auditor to carry out such an audit. We may also transfer these rights to a service provider commissioned by us, in particular an auditing company.
- 12.4 The business partner indemnifies us against any liability which the business partner may suffer as a result of a breach of this integrity clause. The indemnity includes financial damages and all costs and expenses incurred in connection with the breach of this integrity clause.
- 12.5 Should the business partner fail to comply with this integrity clause or repeatedly violate it, we may terminate any agreement concluded with the business partner by notifying the business partner. Further claims and rights remain unaffected in terms of reason and amount in accordance with the provisions of the contract concerned.

13. Final provisions

- 13.1 If the business partner is a merchant, our place of business shall be the place of fulfillment for all obligations arising from the contract, including the business partner's payment obligations.
- 13.2 If the business partner is a merchant, the exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship between us and the business partner shall be our place of business. However, we are entitled to sue the business partner at any other legal place of jurisdiction.
- 13.3 The law of the Federal Republic of Germany shall apply to all contractual and non-contractual relationships. The application of the UN Convention on Contracts for the International Sale of Goods and the provisions of international private law are excluded.
- 13.4 Insofar as these GTC Business Partners contain regulatory gaps, those legally effective regulations shall be deemed agreed to fill these gaps which the contracting parties would have agreed according to the economic objectives of the purchase contract and



the purpose of these GTC Business Partners if they had known about the regulatory gap. Any existing Dealer or Service-Partner Contract between the parties shall apply in addition.

14. Supplementary documents

Supplementary, binding documents for regulating collaboration with the business partner are available to them in our partner portal and brand manager.