

General Terms and Conditions of Business of FNT Fuchs Neue Technologien GmbH & Co. KG

§ 1 Scope of Validity

These General Terms and Conditions of Business constitute the exclusive basis for all legal relationships concluded between the company FNT Fuchs Neue Technologien GmbH & Co. KG, Gassenäcker 15, 89195 Staig-Steinberg (FNT) entered in the Commercial Register of the Ulm District Court under HRA 723444 represented by the personally liable partner Fuchs Neue Technologien Verwaltungsgesellschaft mbH, entered in the Commercial Register of the Ulm District Court under HRB 729179, represented by the Managing Director Harald Fuchs, and their customers. The Terms and Conditions of Sale, Delivery and Payment apply exclusively to the motorsport sector. By placing an order with us, irrespective of the form in which it is placed, the Principal/Purchaser accepts our Terms and Conditions of Sale, Delivery and Payment for the duration of the entire business relationship. They shall apply to future purchase contracts even if they are not expressly included again. Deviating agreements and terms and conditions are only binding if they have been confirmed in writing by FNT. General terms and conditions of the Principal/Purchaser which conflict with our terms of delivery and payment are hereby expressly rejected. Even if the Principal/Purchaser communicates its own terms and conditions, our Terms and Conditions of Sale, Delivery and Payment shall be deemed to have been agreed at the latest upon receipt of the goods and services. Letters of confirmation from the Principal/Purchaser do not bind FNT, even if they are not expressly contradicted.

In the case of legal relations between suppliers and FNT Fuchs Neue Technologien GmbH & Co. KG, we refer at this point to our Terms and Conditions of Purchase. We shall only recognise terms and conditions of the Purchaser that conflict with or deviate from the Terms and Conditions of Sale if we have expressly agreed to their validity in writing. Our General Terms and Conditions shall apply in the version valid at the time of conclusion of the contract.

§ 2 Conclusion of Contract

The order must always be placed in writing. It is only bindingly received by us after delivery by post. In the case of verbal order placement, we shall not be liable for incorrect, short or excess delivery. This risk shall be borne in full by the Principal/Purchaser. Unless the Principal/Purchaser expressly requests an order confirmation, the invoice shall simultaneously be deemed to be the order confirmation.

Our offers are subject to change without notice. We reserve the right to make technical changes as well as changes in shape, colour and/or weight within reasonable limits. We are bound by our offer until the 30th day after the date of issue of the offer. The receipt of verbal, telephone, electronically transmitted or faxed orders shall be at the risk and expense of the Purchaser, i.e. transmission errors as well as other possible misunderstandings shall be borne by the Purchaser. If a written order confirmation is available, the scope and content of the order shall be derived from it. The order declared by the Purchaser is a binding offer. We are entitled to accept the contractual offer contained in the order within two weeks of receipt at the latest. The offer may also be accepted by delivery of the purchased item. An order includes the authorisation to carry out test drives.

Purchases from the areas of engine technology, bodywork, electronics, chassis, brakes, transmission and exhaust technology depend on your vehicle-specific data. You will therefore receive a form from us together with the order notification, without which your order cannot be finally checked. We reserve the right to make any necessary changes (expressly also with regard to price) until this vehicle-specific inspection has taken place.

§ 3 Acceptance

The Purchaser is obliged to accept the delivery item. Unless otherwise agreed, acceptance shall always take place in our workshop. As soon as the delivery item (vehicle, unit and/or part) has been handed over or has left our warehouse for the purpose of dispatch, the delivery item shall be deemed to have been accepted and properly delivered. The Principal/Purchaser shall be in default of acceptance if he does not collect the delivery item (vehicle, unit and/or part) against payment of the invoice within 8 days after completion has been notified and the provisional or final invoice has been handed over. If a vehicle is not collected after expiry of the grace period, FNT is entitled to charge the usual local parking fees for vehicles parked by the day, but at least €20 per day.

§ 4 TÜV Acceptance

The Purchaser shall not be entitled to a TÜV entry in the vehicle registration certificate, if one exists at all.

§ 5 Complaints

We commit ourselves to a careful execution from flawless material. If a Purchaser places an order, it shall inspect the object of the contract immediately upon receipt and submit any complaints. Subsequent complaints are excluded, unless the Purchaser provides evidence of undetectable defects in workmanship, material or design within 14 days of delivery, which were not detectable at the time of acceptance of the purchased goods. Complaints must in any case be made in writing and must precisely describe the defects. Upon receipt of a consignment that is already damaged externally, a replacement must be requested by enclosing a postal or railway protocol.

§ 6 Spare parts

Unless otherwise agreed when the order is placed, replaced parts shall become our property.

§ 7 Retention of Title

Until full payment of all claims, including all costs, the purchased item remains our property. As long as our retention of title exists, any change to our detriment, sale, pledging, transfer by way of security or other transfer of the purchased item to third parties is not permitted without our written consent. For the duration of the retention of title, the Purchaser shall treat the borrowed items with care, store them carefully and keep them in perfect condition. Destruction, damage and seizure of the delivered items must be notified to us immediately; in the event of seizure, the enforcement officer

must also be notified immediately of the retention of title. All expenses incurred in asserting our right of ownership shall be borne by the Purchaser.

Furthermore, resale is not permitted if the Purchaser does not fulfil its contractual obligations towards us as Supplier. The Purchaser hereby assigns to us as security any claims against third parties arising from the resale.

If the delivery items are processed with other items not belonging to us, FNT Fuchs Neue Technologien GmbH & Co. KG shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other processed items at the time of processing. If the delivery items are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other mixed items. The Purchaser shall keep the co-ownership in custody for us.

§ 8 Shipping and Transfer of Risk

Dispatch shall always be at the Purchaser's expense. Our best judgement shall be used when choosing the shipping method. In the event of a subsequent change of address with the delivery service, additional costs will be incurred which are to be borne by the Purchaser.

If the delivery item is shipped, the risk shall pass to the Principal/Purchaser as soon as the sold item has been handed over to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. At the request of the Principal/Purchaser, we can insure the consignment against theft, breakage, transport, fire and water damage as well as other insurable risks at the Purchaser's expense. If dispatch is delayed as a result of circumstances for which the Principal/Purchaser is responsible, the risk shall pass to the Principal/Purchaser from the date of readiness for dispatch. The prices we quote apply only to the individual order. The prices stated in our order confirmation plus the respective value added tax and plus packaging and shipping costs shall be decisive. If more than 4 months elapse between the placing of the order and the delivery to the Principal/Purchaser or if the economic circumstances change significantly compared to the time of the order, we shall be entitled to invoice the prices valid on the day of delivery.

§ 9 Delivery

The delivery dates stated in our order confirmation are not fixed and are only to be regarded as approximate, but they will be adhered to as far as possible. Their non-compliance does not entitle the Purchaser to claim damages or to withdraw from the contract, provided that the non-compliance is only minor. Operational or traffic disruptions, labour strikes, shortages of raw materials or other circumstances beyond our control shall in any case release us from compliance with delivery deadlines and shall not entitle the Purchaser to claim damages or to withdraw from the contract. We are entitled to make partial deliveries unless the partial fulfilment of the contract is of no interest to the customer.

§ 10. Warranty / Liability

Insofar as engine and performance enhancement options in publications, offers, advertising etc. of FNT contain references to a kW/ PS or Nm specification for the purpose of product identification, this is a product identification which is not to be understood as an agreed quality within the meaning of the law or a specific property of the item. Any shortfall in performance shall not constitute a material defect. There is no entitlement to attainment of the performance specification in the product labelling. The kW/ PS or Nm figures contained in the product labelling were determined on our test vehicles and therefore do not represent performance values that must be achieved as a minimum.

In the case of a contract with a consumer (§13 BGB German Civil Code), the statutory regulations apply.

If the Purchaser is an entrepreneur who, at the time of conclusion of the contract, is acting in the exercise of his commercial or independent professional activity, a legal entity under public law or a special fund under public law, a limitation period of one year shall apply in deviation from the statutory warranty provision for the purchase of consumer goods. A prerequisite for the assertion of warranty claims by commercial Principals/Purchasers is that they have properly fulfilled their obligations to inspect the goods and give notice of defects (§§ 377, 378 HGB German Commercial Code). In the event of fraudulent concealment of defects, the statutory claims for material defects shall remain unaffected. The Principal/Purchaser may **only** assert claims for rectification of defects with FNT. If the object of purchase becomes inoperable due to a material defect, the Principal shall immediately contact FNT. If FNT is liable on the basis of statutory provisions due to the breach of a principal obligation for damage (positive creditor interest) caused by slight negligence, liability shall be limited to the typical damage foreseeable at the time of conclusion of the contract. In all other respects, liability for slight negligence is excluded in the absence of a breach of a material contractual obligation. The exclusion of liability does not apply in cases of gross negligence and intent and for personal injury. The strict liability of FNT in the event of fraudulent concealment of a defect, from the assumption of a guarantee etc. shall remain unaffected by this. The warranty liability of FNT is excluded under the following circumstances:

- a. Modification, processing of engine parts, articles or kits of FNT and elimination of a defect by an authorised person without the written consent of FNT.
- b. Installation of the engine parts, articles or kits outside our company/branch.
- c. Failure to comply with the running-in and maintenance instructions.
- d. Use of the vehicle or vehicle parts in competition or in any event of a racing nature. The proof of the use of the delivery item outside the aforementioned area is the responsibility of the Principal/Purchaser.
- e. Use and utilisation of the vehicle or vehicle parts when there is a recognisable need for repair.
- f. Occurrence of damage due to an accident, i.e. due to a sudden external mechanical force.
- g. Occurrence of damage due to a fault in a non-warranted part.
- h. Use of parts that are not approved by FNT.
- i. Occurrence of damage attributable to natural wear and tear, incorrect or negligent handling or operation.

The following shall apply to the handling of the rectification of defects: If the object of purchase becomes inoperable due to a material defect to be repaired by FNT, the Principal/Purchaser must contact FNT immediately before repairs are started. The Principal/Purchaser shall grant FNT the time and opportunity reasonably required to remedy the defect. If he refuses to do so, we shall be released from the warranty liability. Replaced parts become the property of FNT. For the parts installed to remedy the defect, the Principal/Purchaser may assert claims for material defects based on the purchase contract until the expiry of the limitation period of the object of purchase. In the case of sale of merchandise, we assign any claims directly to the manufacturer/supplier in the event of a warranty claim.

In the event of rectification, we shall be obliged to reimburse all expenses necessary to rectify the defect, unless the costs increase because the purchased item has been taken to a place other than the place of performance. Expenses are in particular transport, travel, labour and material costs. If the supplementary performance is unsuccessful or disproportionate, the Purchaser may withdraw from the contract or reduce the purchase price. He may only assert the right to withdraw from the contract or to reduce the purchase price if he has first unsuccessfully requested us to remedy the defect by setting a reasonable deadline.

Our liability, that of a legal representative or a vicarious agent is limited to cases of intent or gross negligence. In the event of a breach of material contractual obligations, we are basically liable in accordance with the statutory provisions. However, the claim for damages shall be limited to the foreseeable damage typical for the contract. Liability for damage caused by the subject matter of the contract to other legal assets of the Purchaser is excluded, unless the damage was caused intentionally or by gross negligence. This provision also extends to claims for damages in addition to performance and damages in lieu of performance, irrespective of the legal grounds, in particular due to defects, the breach of duties arising from the contractual obligation or from tort. It shall also apply to claims for reimbursement of futile expenses.

Natural wear and tear is excluded from the warranty in any case. The same shall apply in the event of insignificant deviations from the agreed quality or damage occurring after the transfer of risk as a result of faulty or negligent handling or special external influences which were not provided for in the contract. In the event of a defect based on faulty assembly, we are only obliged to provide a warranty if the assembly or installation of the sold item was carried out competently. The Purchaser must demonstrate and prove that the work has been carried out competently.

Damage caused by insufficient or incorrect information about the Purchaser's operating conditions, by improper handling or installation of the contractual goods, by excessive use or by the Purchaser or third parties commissioned by the Purchaser making changes or repairs to the contractual goods without our approval shall be excluded from the warranty.

Illustrations and descriptions are for general clarification only; technical data may be subject to change as we are always striving to further develop our products. Information in the descriptions, about services, speeds etc. are not binding data, but are to be regarded as approximate.

We would like to expressly point out that motorsport parts are short-lived high-performance products, some of which are not approved for public road traffic. We cannot accept any guarantee or liability for these special motorsport parts. If the Purchaser is an entrepreneur, we shall initially provide a warranty for defects in the purchased item by rectifying the defect or supplying a replacement, at our discretion.

Most of the kits, delivery items and individual parts are not approved for road traffic in the area of the StVO. If such parts are fitted and used in road traffic, there shall be no warranty claims, liability claims or claims for damages against us under any circumstances. The Principal/Purchaser is responsible for the proper registration of these parts in the vehicle documents and for the harmlessness of the use of these parts in road traffic, in compliance with the statutory provisions.

For entrepreneurs, the warranty period is one year from delivery of the purchased item.

Damage caused by improper handling, installation or overuse of the purchased item or by non-compliance with the regulations on handling, maintenance and care of the purchased item (e.g. operating instructions, service booklet, etc.) is excluded from the warranty. We also expressly point out that damage caused by wear and tear due to above-average mileage (> 30,000 km/year) is excluded from the warranty.

Declarations by us in connection with the contract (performance description, reference to DIN) do not, in case of doubt, include any assumption of a guarantee. In case of doubt, the assumption of a guarantee requires our express written declaration.

§ 11 Prices

The prices valid on the date of the order shall be applicable and shall be net prices. The statutory value added tax valid on the day of invoicing shall be added to these prices.

Cost estimates are always non-binding and subject to change. Insofar as they are made in writing, they shall only be binding insofar as they are expressly referred to in the cost estimate. Should we deem it necessary to carry out additional work during installation, conversion, repair and processing, the scope of the work may be exceeded by up to 15% of the quoted price without consultation.

If more than four months elapse between the conclusion of the contract and the agreed delivery date, we shall be entitled to adjust the price if wages, material costs, raw material prices, land or sea freight, taxes, customs duties or market cost prices have increased by the time the delivery is completed.

All payments are to be made without any deduction either in cash upon collection of the goods or against cash on delivery or prepayment upon dispatch. For deliveries that are not made by cash on delivery or cash in advance, the invoice amount is due immediately upon receipt without deduction. Offsetting against our claims is only possible if the counterclaim of the Principal/Purchaser is undisputed or a legally binding title exists; the Principal/Purchaser can only assert a right of retention insofar as it is based on claims from the purchase contract. In the event of default in payment on the part of the Principal/Purchaser, FNT shall be entitled to charge interest on arrears at a rate of 10% above the respective base interest rate from the date of default.

§ 12 Conditions of Acceptance

The Purchaser is obliged to accept the purchased item. If the Purchaser is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the Purchaser at the time at which the Purchaser is in default of acceptance or of payment.

§ 13 Insurance

Insurance shall only be taken out at the Purchaser's express request and for the Purchaser's account.

§ 14 Place of Performance and Place of Jurisdiction

The place of performance shall be Steinberg, unless otherwise expressly agreed.

In the event of all disputes arising from the contractual relationship, if the Purchaser is a merchant, the action shall be brought before the Heilbronn Local Court or Heilbronn Regional Court. This is an exclusive place of jurisdiction for actions brought against us. For actions brought against the Purchaser, however, we are also entitled to sue at the Purchaser's general place of jurisdiction.

German law shall apply exclusively to the exclusion of international private laws and the exclusion of the laws on the international purchase of movable goods, even if the Purchaser has its registered office abroad.

Arbitration proceedings with regard to the contractual relationship or these General Terms and Conditions of Business shall not be conducted. Only legal recourse shall apply.

§ 15 Data Protection

The personal data voluntarily provided by the Purchaser as part of its order shall be used exclusively in compliance with the provisions of the GDPR, the German Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG).

§ 16 Terms of Payment / Lien

We are entitled to a right of retention and lien due to all claims on the object that has come into our possession on the basis of the order (including claims from previous legal transactions). We are entitled to realise pledges by way of private sale. Written notification to the Purchaser's last address shall suffice for the lien notice.

Payment is due immediately and without deduction of any discount.

§ 17 Intellectual Property

Upon payment in full, FNT grants the customer the exclusive and temporally unlimited right to use all contractual services developed or provided on behalf of the customer, such as plans, drawings, models, tools or devices and other work results, to the extent described in the order or determined by the purpose of the order.

In the event that FNT has also created customised software within the scope of its contractual obligations, FNT is not obliged to make the source code available to the customer.

Insofar as software is provided by FNT as the subject matter of the contract, FNT grants the customer the non-exclusive right to use it with the subject matter of the contract in accordance with its intended use. Duplication, transfer and use of the software for purposes not specified in the contract are not permitted. FNT additionally claims protected operational and business know-how on the processed contractual objects. This also applies insofar as data archived by FNT is transferred. The processing represents proprietary technical know-how of FNT. The customer is therefore not entitled to transfer such database software to third parties without the prior written consent of FNT.

The customer warrants that the objects and rights made available to FNT do not infringe any industrial property rights of third parties. The customer shall indemnify FNT against third party claims in this respect.

§ 18 Confidentiality / Secrecy

The contracting parties mutually undertake to keep secret the documents and information provided within the framework of the contractual relationship and to make them accessible to third parties only with the consent of the respective other contracting party, unless delivery and services have been permissibly transferred to them. This confidentiality agreement shall not apply insofar as the documents and information provided are obviously known in advance or have subsequently been made available to the other party by a third party without breaching this confidentiality obligation. In the latter case, the respective contractual partner shall be informed of this immediately in writing. The confidentiality obligation shall also apply beyond the termination of the contractual relationship.

§ 19 Note on the ODR/ADR Directive

With the Act on the Implementation of the Directive on Alternative Dispute Resolution in Consumer Matters and on the Implementation of the Regulation on Online Dispute Resolution in Consumer Matters, the legislator has created a European online dispute resolution platform (ODR platform) for the out-of-court settlement of disputes between consumers and businesses in online purchases and a uniform federal framework for the settlement of disputes arising from contracts concluded online as well as offline between consumers and businesses by allowing them to be brought before an out-of-court consumer arbitration board.

The EU's ODR platform for out-of-court online dispute resolution can be found at the following link: <http://ec.europa.eu/consumers/odr/>. Our e-mail address is: info@fuchs-neuetechnologien.de

The arbitration body responsible for our company is

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V.
Straßburger Straße 8
77694 Kehl am Rhein

Tel. 07851 / 795 79 40
Fax 07851 / 795 79 41
E-mail: mail@unsiversalschlichtungsstelle.de

Please note that we do not appear before the consumer arbitration board for dispute resolution proceedings.

§ 20 Other

Should individual provisions of these Terms and Conditions of Sale, Delivery and Payment be or become invalid, the parties undertake to replace the invalid provision with a formulation that comes as close as possible to the actual intention of the parties at the time of conclusion of the contract. The invalidity of individual provisions shall not affect the validity of the remaining provisions. All deviations from these terms and conditions must be made in writing and confirmed by us in writing in order to be effective. This also applies to the waiver of the written form requirement. In the event of unforeseeable events, insofar as they change the economic significance or the content of the performance or have an effect on our operations, and in the event of the impossibility of performance subsequently becoming apparent, we may withdraw from the contract. Claims for damages of the Principal/Purchaser due to such a withdrawal do not exist.