



GENERAL TERMS OF DELIVERY AND PAYMENT

REHABILITATION AMBULANCE TRANSPORT CARGOMASTER

1. General validity

(1) The following terms and conditions apply to all business relationships with our customers ("Purchaser"). These terms and conditions shall only apply if the Purchaser is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.

(2) The terms and conditions apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the terms and conditions in the version valid at the time of the Purchaser's order or in any case in the version last communicated to the Purchaser in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

(3) Our terms and conditions apply exclusively. Conflicting general terms and conditions of the Purchaser (e.g. in the order forms, order confirmations, etc.) shall only apply if we have recognised this in writing.

(4) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these terms and conditions.

2. Written form

Verbal declarations require written confirmation to be effective. Written form within the meaning of these terms and conditions includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.

3. Offer and contract

(1) Offers are always subject to change, unless they are time-limited. Orders require our written acceptance to be legally valid and their content is decisive for the contractual relationship.

(2) The prices for accepted orders are fixed, but we reserve the right to increase the price in line with the increase in costs in the event of an increase in wages, freight or taxes and in the event of price increases by subcontractors. Cost estimates for repair work are prepared as accurately as possible, but are non-binding.

(3) Prices are always ex works, plus VAT and other expenses.

4. Delivery periods, delay

(1) The stated delivery times are non-binding; exceeding them does not entitle the Purchaser to withdraw from the contract.

(2) If the stated delivery periods are exceeded, the Purchaser may only withdraw from the contract if it has set the seller a reasonable subsequent delivery period (at least two weeks) in writing.

(3) If we are unable to meet binding delivery times for reasons for which we are not responsible (non-availability of the service), we shall inform the Purchaser of this and, at the same time, inform the Purchaser of the expected new delivery period. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already paid by the Purchaser. Non-availability of the service exists, for example, in the event of late delivery by our suppliers, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, e.g. due to force majeure, or if we are not obliged to purchase in individual cases.

(4) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. However, a reminder from the Purchaser is required in any case.

(5) If the Purchaser refuses to fulfil the contract before expiry of the subsequent delivery period to be granted to the seller, although they are not legally entitled to do so, we shall be entitled, at our discretion, to charge 15 % of the purchase price for administrative costs and loss of earnings instead of fulfilling the contract, unless the Purchaser proves that we have suffered less damage or no damage at all. This shall not apply if and insofar as the Purchaser is not responsible for the breach of duty.

5. Call-off orders

(1) Unless otherwise agreed, call-off orders must be accepted within one month of expiry of the agreed period at the latest, without the need for a request for acceptance or a reminder on our part.

(2) If this period has expired, we shall be entitled at any time, at our discretion, either to invoice the Goods or to cancel the order.

(3) Further legal claims remain unaffected by this.

6. Dispatch

(1) Dispatch shall be carriage forward ex works (Incoterm FCA). The risk, including the risk of confiscation, shall pass to the customer or Purchaser upon handover to the forwarding agent or carrier, but at the latest when the goods leave the factory.

(2) In the event of transport damage, the recipient shall request a statement of facts from the Federal Railway or the respective transport company.

7. Warranty and notification of defects

(1) The statutory provisions shall apply to the rights of the Purchaser in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or inadequate instructions), unless otherwise specified below. In all cases, the statutory provisions on the sale of consumer goods (§§ 474 ff. BGB) and the rights of the Purchaser arising from separately issued guarantees shall remain unaffected.

(2) The basis of our liability for defects is above all the agreement reached on the quality and intended use of the Goods (including accessories and instructions). All product descriptions and manufacturer's specifications that are the subject of the individual contract or that were made public by us (in particular in catalogues or on our website) at the time that the contract was made shall be deemed to be an agreement on quality in this sense. If the quality has not been agreed, it shall be assessed in accordance with the statutory provisions to establish whether or not a defect exists (§ 434 (3) BGB).

(3) The Purchaser's claims for defects presuppose that it has fulfilled its statutory inspection and notification obligations (§§ 377, 381 HGB [German Commercial Code]). In any case, obvious defects shall be reported in writing within a maximum of 10 working days from delivery and defects not recognisable during the inspection shall be reported within the same period from discovery.

(4) If the Purchaser fails to properly inspect the goods and/or report defects, our liability for the defect not reported, not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of Goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, in particular, the Purchaser shall have no claims for reimbursement of corresponding costs ("Removal and Installation Costs").

(5) If the delivered item is defective, we may initially choose whether to provide subsequent fulfilment by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). If the type of subsequent fulfilment chosen by us is unreasonable for the Purchaser in the individual case, they may reject it. Our right to refuse subsequent fulfilment under the statutory conditions remains unaffected.

(6) Subsequent performance shall not include the dismantling, removal or deinstallation of the defective item or the assembly, mounting or installation of a defect-free item if we were not originally obliged to perform these services; the Purchaser's claims for reimbursement of corresponding costs ("Removal and Installation Costs") shall remain unaffected.

(7) Upon request, the defective Goods shall be sent to us for inspection beforehand. If the rectification or replacement delivery fails, is refused by us or if there are special circumstances which, taking into account the interests of both parties, justify the immediate assertion of further legal remedies, or if a reasonable deadline set by the Purchaser for subsequent fulfilment has expired without success, the Purchaser shall be entitled to withdraw from the contract or to reduce the purchase price in accordance with the statutory requirements. In the case of an insignificant defect, however, there is no right of withdrawal.



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(8) Claims by the customer for reimbursement of expenses pursuant to § 445a (1) BGB are excluded unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c sentence 2, 327 (5), 327u BGB).

(9) We shall be liable for material defects and defects of title for a period of one year from delivery of the Goods for rehabilitation and transport products, six months for lead-gel batteries and one year for rehabilitation lithium-ion batteries.

(10) The aforementioned limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Purchaser based on a defect of the Goods, unless the application of the usual statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the Purchaser pursuant to Section 11 (1) sentence 1 and sentence 2 (a) and pursuant to the German Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

(11) Excluded from the liability for material defects are: natural wear parts, damage caused by force, damage due to excessive use, damage due to careless handling, improper/insufficient maintenance, unauthorised structural modifications or improper use of the Goods or accessories, improper charging of the batteries and use of the Goods in excess of the permissible total weight / maximum lifting capacity.

(12) The provisions of Section 11 of these General Terms and Conditions remain unaffected.

8. Payment terms

(1) Unless otherwise specified in our offer, payment must be made within 10 days of the invoice date minus 2 % discount or within 30 days of the invoice date in cash strictly net.

(2) If the Purchaser defaults on payment of the purchase price, they shall be charged 9 percentage points above the base interest rate of the Deutsche Bundesbank, subject to the assertion of further claims.

(3) Non-compliance with the payment terms or circumstances which become known to us after the respective contract has been made and which are likely to reduce the creditworthiness of the Purchaser shall result in all our claims becoming due immediately, irrespective of the term of any bills of exchange accepted. They also entitle us to carry out outstanding deliveries only against advance payment or provision of security and to withdraw from the contract after a reasonable grace period or to demand compensation for non-performance, without prejudice to the right to take back the goods delivered subject to retention of title at the customer's expense.

(4) Spare parts deliveries and repairs are payable net immediately upon receipt of invoice, without any deductions.

(5) We expressly reserve the right to make deliveries against cash on delivery.

(6) The retention of payments due to the Purchaser or offsetting against counterclaims of the Purchaser is excluded unless these are recognised by us or have been legally established.

9. Reimbursement for demonstrations and training

(1) For demonstrations and training agreed with us, the Purchaser shall receive reimbursement in the form of fixed amounts in accordance with the reimbursement lists applicable at the time of the order. If the Purchaser is an entrepreneur within the meaning of the German Value Added Tax Act and the reimbursement is therefore subject to value added tax, the Purchaser shall be additionally reimbursed for the value added tax to be paid by them to their tax office as soon as the Purchaser notifies us of their tax number and their competent tax office. The Purchaser shall inform us immediately of any changes.

(2) Settlement shall be effected by issuing a credit note, which shall be deemed to be an invoice for the purposes of input tax deduction by us, as the value added tax due to the customer shall be shown separately in this credit note.

(3) The Purchaser as the recipient of the credit note may therefore not retroactively object to credit notes that have already been issued.

10. Retention of title

(1) We shall retain title to the delivered Goods as security for all our present and future – including conditional or limited – claims arising from the entire business relationship.

(2) The buyer's claims arising from the resale of the reserved Goods are hereby assigned to us.

(3) As long as they duly fulfil their obligations towards us, the Purchaser shall be entitled to collect the assigned claims. Otherwise they shall be obliged to inform us on request of the addresses of the customers and the amount of the claims with copies of invoices. The Purchaser expressly authorises us to inform the customer of the assignment at our discretion.

(4) If the value of the securities exceeds our claims by more than 10 %, we shall be obliged, at the request of the Purchaser, to release securities of our choice in the amount of the excess value.

11. Limitation of liability

(1) We shall be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), only for

a) damages resulting from injury to life, body or health,

b) damages arising from the breach of an essential contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

(2) The limitations of liability resulting from paragraph 1 shall also apply to third parties and in the event of breaches of duty by persons (including in their favour) whose fault we are responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the customer under the Product Liability Act.

(3) The Purchaser may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the customer (in particular in accordance with §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

12. Place of fulfilment and jurisdiction

The place of fulfilment and jurisdiction is Albstadt. The contractual relationship shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

13. Data protection

We are entitled to utilise and store the Purchaser's personal data.

14. Producer liability

Please note that stricter legal regulations apply to customised products.

Modifications and design changes are only possible if they comply with safety requirements and have been expressly authorised in writing by the management of AAT Alber Antriebstechnik GmbH.

15. General

If for any reason individual provisions of the above terms of delivery and payment are invalid or non-binding, this shall not affect the validity and binding nature of the remaining provisions.



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16. No-Russia Clause

(1) The Importer/Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The Importer/Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Importer/Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and AAT Alber Antriebstechnik GmbH shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Agreement; and

(ii) a penalty of 4% of the total value of this Agreement or price of the goods exported, whichever is higher.

(5) The Importer/Buyer shall immediately inform the AAT Alber Antriebstechnik GmbH about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Importer/Buyer shall make available to the Alber Antriebstechnik GmbH information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

17. No-Belarus Clause

(1) The Importer/Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The Importer/Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Importer/Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the AAT Alber Antriebstechnik GmbH shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Agreement; and

(ii) a penalty of 4% of the total value of this Agreement or price of the goods exported, whichever is higher.

(5) The Importer/Buyer shall immediately inform the AAT Alber Antriebstechnik GmbH about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Importer/Buyer shall make available to the AAT Alber Antriebstechnik GmbH information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.