

General Terms & Conditions of the Webasto Group for Sales (Version Date: July 2024)

Note: The use of the masculine form in the following text is not intended to be gender-specific, but rather to increase the readability of the text.

1. Scope of application

1.1 The following General Terms & Conditions ("**Webasto GTC**") apply for Webasto SE and all of its dependent Group companies (individually or collectively also "**Webasto**" or "**Webasto Group**"). "Dependent" in this sense means that Webasto SE has a direct or indirect controlling influence on the management of the respective Group company based on a majority of voting rights, a majority in the management, or an agreement. In addition, these Webasto GTC apply to the sale and delivery of any movable products and software by Webasto, regardless of whether they are manufactured by Webasto or purchased from third parties, in particular goods, replacement parts, components, materials, machines and/or the adaptation of products (collectively referred to as "**purchased items**") as well as the provision of services or work performed by Webasto (collectively referred to as "**services**") that Purchasers (as defined below) order, acquire and/or commission from Webasto.

If a charging station with an integrated Connectivity Package is ordered, the Connectivity General Terms & Conditions ("**Connectivity GTC**"), which can be downloaded under https://webasto-charging.com/en_de/connectivity, shall also apply.

1.2 "**Purchaser**" in the sense of this Webasto GTC includes both consumers as well as businesses. "**Business**" includes any natural person or legal entity or a partnership capable of holding rights and incurring obligations, including legal entities under public law and special funds under public law that are acting in their commercial or independent professional capacity when they conclude the contract. "**Consumer**" includes any natural person that enters into the contract for purposes that predominantly cannot be attributed to either their commercial or their independent professional capacity.

1.3 The legal relationships between Webasto and the Purchasers (Webasto and the Purchasers are also respectively referred to individually as the "**Party**" and collectively as the "**Parties**") in connection with the sale and delivery of purchased items as well as the provision of services by Webasto are based solely on the provisions of these Webasto GTC. This also applies for all future business relationships for the sale and delivery of purchased items and the provision of services, even if the application of the provisions of these Webasto GTC is not expressly agreed at the time. Deviating or contrary provisions on the part of Purchasers, in particular the Purchaser's own Terms and Conditions of Purchase or Sale, shall only apply if their application has been acknowledged by Webasto expressly and in writing prior to the conclusion of the contract. A separate, further objection on the part of Webasto in the individual case is not required.

1.4 These GTC can be downloaded online at any time under <https://www.webasto-comfort.com/de-de/agb/>.

2. Contract formation, cost estimate for installation services

2.1 Offers made by Webasto shall be legally non-binding unless they are expressly declared to be binding by Webasto. If the Purchaser then makes an offer by placing an order, a contract shall be formed upon confirmation of the order by Webasto or upon delivery.

2.2 If Webasto makes a binding offer that is not accepted by the Purchaser within the period of validity specified in the order or, in the absence of such specification, within a period of two (2) weeks after the offer is received by the Purchaser, the offer shall expire. The offer and these Webasto GTC shall be regarded as accepted in their entirety without any changes by the Purchaser if the Purchaser accepts an offer made by Webasto by placing a purchase order and/or a call-off order.

2.3 The following applies in the event of an order of merchandise in the online shop over the website www.webasto-charging.com:

The presentation of the purchased items and services on the website does not constitute a binding offer. The Purchaser submits a binding offer to purchase the purchased items and/or services in the basket by clicking on the order button. After the order is submitted, a purchase order confirmation is automatically sent to the email address indicated by the Purchaser with the details of the order. This email only serves to confirm that an order has been received and does not yet lead to the formation of a contract. A contract shall only be formed when Webasto accepts the order and declares its acceptance in a separate email ("**acceptance of the order**" or "**shipping confirmation**"). If the Purchaser does not receive a shipping confirmation in an individual case, the contract shall be formed no later than the actual delivery at the agreed place of delivery ("**delivery**") by Webasto. Should the purchased items or services not be available when the order is placed, Webasto retains the right to not accept the order, in which case a contract is not formed. The Purchaser will be promptly informed of this. Any payments already made will be refunded to the Purchaser without delay.

3. Changes

If the Purchaser is a business, any changes desired by the Purchaser with respect to the delivery item, specifications, and/or processes are to be presented to Webasto by means of suitable and customary documentation. These desired changes will only be implemented by Webasto after the Parties have mutually agreed to any necessary adjustment and change of delivery dates, prices, and/or other terms and processes of delivery. Webasto shall notify the Purchaser if it determines after examining the desired changes that the modifications are not suitable for the intended purpose and necessary standards of quality of the delivery item. In such a case, Webasto retains the right to refuse to execute and implement the changes without liability to the Purchaser until the Parties mutually agree on an adaptation of the desired changes that corresponds to the purpose and standards of quality.

4. Commissioning of third parties

If the Purchaser is a business, the following provisions shall also apply:

- 4.1 Webasto shall be entitled to subcontract third parties without the Purchaser's prior consent. The commissioning of third parties shall not affect Webasto's direct legal responsibility to the Purchaser.
- 4.2 In the case of manufacturing purchased items, Webasto shall inform the Purchaser if the production activity and/or production site for the manufacturing of the purchased item or parts thereof must be relocated to another place. In this case, the Parties shall mutually agree on any necessary adjustment of dates, prices, etc.

5. Delivery dates and periods, delivery disruptions, delivery delays

- 5.1 Delivery periods that are not expressly declared to be binding are non-binding. Delivery periods shall commence at the earliest when all agreed obligations on the part of the Purchaser to cooperate have been fulfilled, in particular the receipt of all documents, provisions, and information required to determine the contents of the order, insofar as the Purchaser has agreed to provide them. If these requirements are not met in time or not fulfilled properly or the delivery is delayed due to other circumstances for which the Purchaser is responsible or for other reasons for which Webasto is not responsible, the agreed delivery period or the agreed delivery date shall be extended accordingly. The same applies if the delivery periods and dates cannot be met as a result of force majeure (see Section 6.1).
- 5.2 Delivery periods shall be extended for the duration of the interruption in the event of circumstances for which Webasto is not responsible that have a significant influence on the manufacture or delivery of the item, in particular such circumstances as set forth in Section 6.1 as well as those circumstances affecting Webasto or its subcontractors ("**interruptions for which Webasto is not responsible**"). If it is not possible to modify the contract as required due to interruptions for which Webasto is not responsible, despite all reasonable efforts, Webasto shall be entitled to rescind the contract.
- 5.3 If the delivery period is extended as a result of the circumstances cited in Section 5.2 or if Webasto is released from its obligation to deliver, the Purchaser shall have no liability claims of any kind

against Webasto. Webasto shall not be liable for interruptions for which it is not responsible, even during the delay. Webasto is obligated to inform the Purchaser of the occurrence of any of the aforementioned circumstances.

- 5.4 If shipping or the delivery of the delivery item is delayed at the request of the Purchaser or due to circumstances originating in the Purchaser's area of risk and responsibility, the Purchaser must reimburse Webasto for the actual costs incurred as a result of the storage. If the Purchaser is a business, the claim for storage shall amount to at least 0.5% of the outstanding invoice amount for each outstanding month, beginning one month after notification that the shipment is ready; verification of lesser damages remains possible. However, Webasto is entitled to otherwise dispose of the delivery item after setting a reasonable deadline and after such deadline has expired to no avail.
- 5.5 Unless otherwise agreed, the purchased items shall be delivered ex works (Incoterms 2020). Section 7 applies for the transfer of risk.
- 5.6 Partial deliveries and corresponding invoices are permissible, unless they are unreasonable for the Purchaser. If the Purchaser accepts early deliveries or deliveries of identifiable excess quantities without objection, Webasto's obligation to deliver in respect of these purchased items shall be deemed to have been fulfilled. The same shall apply in the event of unconditional acceptance of identifiable excess quantities.

6. Force majeure

- 6.1 Force majeure, labor disputes, pandemics, riots, official actions, or other interruptions for which Webasto is not responsible as well as unforeseeable, unavoidable, and serious events that prevent Webasto from meeting its contractual obligations shall release Webasto from its duty to perform for the duration of the disruption and to the extent of their impact. This also applies if these events occur at a time in which Webasto is in default. Webasto undertakes to promptly inform the Purchaser of the occurrence of the impediment and its expected duration. If the impediment lasts longer than three (3) months, each of the Parties shall be entitled to withdraw from the contract. In this case, Webasto shall reimburse the Purchaser for any payments already made for deliveries and services not yet rendered. An impediment to performance for which the Purchaser is responsible shall not entitle the Purchaser to withdraw from the delivery contract.
- 6.2 The Parties are obliged to make every reasonable effort to mitigate the effects of the disruption. The Parties must also look for alternative ways and means to continue to enable the fulfillment of the performance obligations and, if necessary, to adjust their obligations in good faith for the period of the disruption of the changed relationship. As soon as the disruption has ended, the original performance obligations of the Parties – subject to the cancellation provision under Section 5.1 – are to be fulfilled again.

7. Transfer of risk

If the Purchaser is a business, the risk of accidental loss or accidental deterioration is transferred to the Purchaser no later than upon delivery by Webasto to the carrier or other shipper (uniformly referred to as "**shipper**"). If the Purchaser is a consumer, the risk shall only be transferred upon delivery to a shipper if the Purchaser has commissioned the shipper to carry out the delivery and Webasto has not previously mentioned the name of the shipper to the Purchaser. Unless otherwise agreed, the risk shall be transferred no later than upon delivery to the Purchaser. The statutory transfer of risk in the event that acceptance is delayed remains unaffected. Unless otherwise agreed, the risk shall also be transferred exclusively to the Purchaser to the extent that purchased items are stored on Webasto's premises at the request of the Purchaser. Webasto shall exclusively exercise the care required in commercial dealings, but shall not take any further safety precautions for the Purchaser.

8. Quality, inspection of incoming goods, claims arising from defects

- 8.1 With regard to the purchased items and services, Webasto shall adhere to the current state of science and technology, the agreed specifications and quality, environmental, immission, safety, and testing regulations as well as the agreed technical data. Webasto shall inform the Purchaser

in writing of any quality issues with respect to the purchased items or services. If the Purchaser is a business, the Parties shall also inform each other of possibilities for improving quality.

- 8.2 In the event of a defect in the purchased items, the Purchaser shall be entitled to the statutory warranty rights – subject to the provisions applicable for businesses in Section 8.3 – subject to the proviso that claims for damages shall only exist to the extent specified under Section 9. The assignment of claims against Webasto arising from defects is prohibited, unless the Purchaser is a consumer.
- 8.3 The following provisions shall also apply, unless otherwise agreed and the Purchaser is a business:
- a) The Purchaser must inspect the purchased items for identifiable material defects without delay upon delivery. The Purchaser shall report such material defects to Webasto in writing without delay, but no later than ten (10) days after delivery of the purchased items. Carton labels, content labels, and packing slips included with the shipment are to be submitted with the complaint. Other material defects are to be reported to Webasto in writing immediately after they are discovered, provided they arise within the period of limitation. The date of receipt of the complaint by Webasto shall be decisive in each case. If the material defect is not reported in time, claims arising from such material defects shall be prohibited with the exception of fraudulently concealed defects.
 - b) The Purchaser may not refuse to accept purchased items due to insignificant defects.
 - c) If a complaint is unjustified, Webasto shall be entitled to demand the reimbursement of expenses incurred by Webasto from the Purchaser, unless the Purchaser verifies that he was unaware that there was no defect despite having exercised due care.
 - d) The warranty period shall be twenty four (24) months from delivery of the delivery item. Contrary to the above, the statutory warranty period shall apply for claims for damages arising due to criminal intent or gross negligence as well as due to culpable injury of life, limb or health. The statutory limitation provisions shall likewise remain unaffected in the event of supplier's redress.
 - e) If the delivery item verifiably exhibits a material defect within the warranty period pursuant to Section 8.3.d), the cause of which already existed when the risk was transferred, Webasto shall at its discretion either eliminate the defect or provide a delivery item free from defects as rectification. Claims on the part of the Purchaser as a result of the expenses required to rectify the defect, in particular carrying charges, transport, labor, and material costs, shall generally be based on the statutory provisions. This shall not apply insofar as the expenses increase because the delivery item has subsequently been taken to a place other than the Purchaser's original place of delivery, unless the transfer corresponds to the intended use of the item.
 - f) To the extent possible, the parts shall be provided to Webasto for inspection. Insofar as the purchased items to be replaced are not included in the diagnosis of the defect or are not made available to Webasto for technical analysis or overhauling, they shall be scrapped by the Purchaser and the Parties shall agree separately on the assumption of the scrapping costs.
- 8.4 There shall be no claims on the part of the Purchaser for material defects when the deviation from the agreed quality is merely insignificant or when the useability is only insignificantly impaired. Furthermore, a material defect will not exist in the event of:
- a) natural wear and tear; this applies in particular, but not exclusively, for burner units and glow igniters in heaters, belts, and tensioners in air-conditioning units as well as for fuses, carbon brushes, and filters. This does not apply if the Purchaser is a consumer.
 - b) defects arising after the transfer of risk as a consequence of inappropriate or improper use, handling, the use of unsuitable operating materials, inappropriate storage or installation, non-compliance with installation or handling instructions, excessive stress or use, or due to climate-related or other effects;

- c) defects arising as a result of force majeure, especially external influences that are not anticipated in the contract or when the goods are used in a manner deviating from the use anticipated in the contract or the typical use;
- d) non-reproduceable software errors.
- e) Furthermore, the Purchaser shall not be entitled to assert claims for material defects if the goods are modified by third parties or through the installation of parts of third-party origin, unless the cause of the defect is not related to the modification. Webasto shall not be liable for the quality of the goods based on the design or the choice of material if the Purchaser has stipulated the design or material.

8.5 If rectification fails, is impossible or unreasonable, or if it should be refused, the Purchaser can – irrespective of any claims for damages pursuant to Section 8 – exercise his right to rescind the contract or his right to a reduction in the purchase price.

8.6 The assertion of a warranty claim against Webasto shall require the verification and presentation of the Webasto purchase invoice in each case as well as additional proof of proper installation by a professional in each case.

The following provisions shall also apply if the Purchaser is a business:

- a) The rejected parts are to be sent to Webasto.
- b) Webasto shall be prepared to bear the costs of installation and removal at its discretion within the scope of its workshop operating hours without prejudice to these warranty provisions and without acknowledging any legal obligation. This work must be carried out by Webasto itself and/or by a customer service workshop recognized by Webasto as a prerequisite for the assumption of removal and installation costs.
- c) The Purchaser can only assert any rights of recourse against Webasto if and to the extent that he has not entered into any agreements with his customer that go beyond the statutory claims for defects, e.g. goodwill arrangements.

8.7 Further claims or claims on the part of the Purchaser due to material defects other than those governed in this Section 8 are excluded insofar as mandatory statutory rights do not continue to exist for consumers. The provisions of this Section 8 shall apply accordingly for legal defects; however, Section 11 shall also apply for the infringement of third-party property rights.

8.8 A warranty on the part of Webasto shall only exist if it is expressly declared by Webasto.

8.9 In the event of an order for a charging station over the online shop, the Purchaser has the option of asserting its claims against Webasto based on defects of the goods as follows: over Webasto's customer hotline under +800 CHARGING (00 800 24274464). Further information is available on the website www.webasto-charging.com.

9. Liability

9.1 Claims on the part of the Purchaser for damages are excluded, unless otherwise specified below:

Webasto shall be liable under the statutory conditions for damages in the event of culpable injury to life, limb, or health as well as for damages based on a fraudulent or grossly negligent violation of duty on the part of Webasto, its legal representatives, or vicarious agents. Furthermore, Webasto shall be liable for the culpable violation of material contractual obligations, i.e. such obligations whose fulfillment is required for the proper performance of the contract and those with which the Purchaser may regularly rely on to be adhered to. In the event of a slightly negligent violation of material contractual obligations, Webasto shall only be liable for foreseeable damage typical for the contract, except in the case of claims on the part of the Purchaser for damages due to injury to life, limb, or health.

- 9.2 In addition, Webasto's damages shall be limited, to the extent permitted by law, to the direct, foreseeable damage typical for the contract and to a maximum of the value of the purchased item. The Purchaser must set off any expenses incurred and any statutory and contractual rights of recourse vis-à-vis third parties against its claim for damages against Webasto.
- 9.3 Webasto shall expressly not be liable if and to the extent that the Purchaser suffers damages as a result of his failure to fulfill his obligation to cooperate or if such obligation is fulfilled insufficiently, in particular if an installation is not permissible at the intended installation site for legal reasons, or if the Purchaser is partly responsible, i.e. the Purchaser is (partly) to blame for the damage due to his intentional or negligent actions.
- 9.4 Section 9.1 also applies in favor of Webasto's legal representatives and vicarious agents when claims are asserted directly against them.
- 9.5 The provisions of the Product Liability Act remain unaffected.
- 9.6 The provisions of this Section shall also apply if the Purchaser asserts a claim for the reimbursement of futile expenses instead of a claim for damages in lieu of performance.

10. Prices, invoicing, payment

- 10.1 The order shall be placed by the Purchaser at the prices at the prices stated in Webasto's current price lists plus value added tax. Value added tax is not calculated only in cases in which the requirements for exemption from taxes on export deliveries are met. Webasto shall quote the price to consumers inclusive of the applicable statutory value added tax. All prices on the website www.webasto-charging.com are stated in euros and include value added tax.
- 10.2 Webasto reserves the right to adjust its prices for businesses if the individual cost items change after the contract is formed due to reasons for which Webasto is not responsible, for example in the case of an increase in prices for raw materials. Webasto shall accordingly be entitled to increase its prices if the change in the cost item(s) leads to an increase in the total costs to fulfill the contract. In this case, Webasto shall promptly inform the Purchaser of the price adjustment and the reason for it.
- 10.3 Unless otherwise agreed, invoices shall be due for payment no later than within thirty (30) days after delivery of the purchased item and/or the invoice. If the payment deadline is exceeded, the Purchaser shall be deemed in default without further reminder, with the consequence that the statutory interest rate shall be payable.
- 10.4 In the event of an order in the online shop over the website www.webasto-charging.com, the Purchaser may use the payment methods indicated on the website at the conclusion of the ordering process. The goods that incur shipping costs as well as the amount will be displayed to the Purchaser before he submit his order. Further information regarding payment methods, in particular with external payment processors can be found on www.webasto-charging.com.
- 10.5 If Webasto becomes aware of circumstances that give rise to the expectation that the Purchaser's financial circumstances have deteriorated significantly after the contract is formed, in particular if the Purchaser fails to settle Webasto's due claims and therefore Webasto's claims for payment appear to be at risk, Webasto shall be entitled to effect deliveries only against full or partial payment or against the provision of collateral. If the Purchaser fails in this case to fulfill a request by Webasto for advance payment or for the provision of collateral within a reasonable period of time, Webasto shall be entitled to rescind the contract.
- 10.6 The Purchaser shall only be entitled to offset if the counterclaim is undisputed or has been legally established. This restriction shall not apply for counterclaims based on defects or the (partial) non-fulfillment of the contract to the extent that these counterclaims on the part of the Purchaser arise from the same contract as Webasto's claim. In addition, any claims for payment on the part of the Purchaser if he exercises his right to revocation as a consumer shall remain unaffected by this provision.

11. Property rights, rights of third parties

- 11.1 Webasto shall at all times remain the owner of the property rights, copyrights, and other rights already held by Webasto prior to the formation of a contract or outside of the scope of a contract, in particular but not limited to expertise, test and development reports, suggestions, ideas, drafts, designs, drawings, proposals, patterns, models, software including source code, data sets, CAD including the history, etc. (together "**existing property rights**"). The Purchaser shall not obtain any rights of use and/or licenses to these existing property rights, unless Webasto has consented expressly in the individual case and the Parties have reached a corresponding separate agreement governing such rights that includes in particular the granting of any rights of use on terms customary in the market.
- 11.2 If the Purchaser is a business, the following provisions shall also apply:
- a) Webasto shall not be liable for compensation for damages arising from the infringement of industrial property rights or copyrights ("**property rights**") if Webasto proves that it is not responsible for the violation. Webasto shall not be held responsible for the violation in particular if not even one property right from the family of property rights has been published either by the European Patent Office or in one of the states of the Federal Republic of Germany, France, the United Kingdom, Austria, or the U.S.A. and Webasto was not aware of the existence of the property rights for other reasons. Otherwise, Webasto's liability for damages in the event of property right violations shall be governed by Section 9 of these Webasto GTC.
 - b) The Parties undertake to inform one another without delay of any infringement risks or alleged infringement cases they may become aware of and to support each other free of charge in every reasonable way to defend against potential claims, e.g. in the analysis and evaluation of documentation. In particular, the Purchaser must notify Webasto of identifiable risks of a violation of the property rights of the Purchaser and/or an entity in which the Purchaser holds a direct or indirect majority of the capital or voting rights; if he fails to fulfill this obligation, claims based on such a violation of property rights shall be excluded.
 - c) Claims on the part of the Purchaser are excluded to the extent that he is responsible for the violation of property rights or that he failed to provide reasonable support to Webasto in defense of claims on the part of third parties. Furthermore, claims on the part of the Purchaser are excluded if the products are manufactured according to the specifications or instructions of the Purchaser or the (alleged) violation of property rights follows from the use in combination with another product or part of a product not originating from Webasto or the products are used in such a way that is not part of the Parties' agreement and which Webasto could not have foreseen.
- 11.3 If the purchased item is purchased together with software, Webasto shall grant the Purchaser a non-transferable, non-exclusive right to use the associated software that is limited in time and place. This entitles the customer solely to the specified use within the electronic equipment of the purchased item. In particular, the customer shall not have the right to distribute, reproduce, or edit the software. As a matter of exception, the software may be transferred if the customer demonstrates a justified interest in the transfer to a third party while ceasing its own use, in particular if the purchased item is resold. In this case, the customer is obligated to instruct the new Purchaser contractually to observe the rights to which Webasto is entitled. The texts and programs required to operate the delivery item shall normally be the subject of copyrights and property rights and remain the property of Webasto.

12. Retention of title

- 12.1 The purchased items shall remain the property of Webasto until payment has been made in full by the Purchaser. If third parties should gain access to the reserved goods, the Purchaser shall make them aware of Webasto's ownership and promptly notify Webasto.
- 12.2 After declaring the abdication of its right of use, the Purchaser must promptly grant Webasto access to the items subject to retention of title and surrender them.
- 12.3 If the Purchaser is a business, the following regulations also apply:

- a) If the purchased items are processed, mixed, or combined with other items, the Purchaser shall transfer to Webasto its ownership and co-ownership rights to the newly manufactured items in relation to the invoice values of the processed, mixed, or combined goods and shall keep them safe for Webasto insofar with the care of a prudent businessman.
- b) The Purchaser may not pledge the reserved goods to third parties or assign them as collateral. However, he shall be entitled to resell the reserved goods in the ordinary course of business if he also arranges the reservation of title as part of the resale. To this end he shall hereby assign to Webasto all claims arising from the resale or from any other legal grounds in this context as security in the amount of Webasto's gross invoice amount. However, he shall be revocably authorized to collect the assigned claim in his own name for Webasto's account, whereby Webasto shall only revoke this authorization if the Purchaser fails to duly fulfill his payment obligations.
- c) In the event of any breach of contract on the part of the Purchaser, in particular if he ceases to make payments or if his assets have been subjected to insolvency proceedings, Webasto shall be entitled to inform the buyer of the reserved goods of the assignment of claims and to collect the corresponding claims. The Purchaser's right to collect the corresponding claims automatically expires when the buyer of the reserved goods is informed of the assignment of claims. In this case, the Purchaser is obligated to provide Webasto with all documents and information necessary for the collection of the claims.
- d) If the value of the security provided to Webasto should exceed Webasto's claims by a total of more than 20%, Webasto shall release the excess security at the Purchaser's request and its own discretion.
- e) If the retention of title or the assignment should not be effective according to the law in whose territory the goods are located, the security corresponding to the retention of title or the assignment shall be deemed to be agreed. If the Purchaser's cooperation should be required for the creation of such rights, he shall be obligated to take all reasonable action (such as registration or publication requirements) necessary to establish and maintain such rights at his own expense.

13. Rescission, termination of contract

- 13.1 In the event of breach of contract on the part of the Purchaser, in particular late payment, Webasto shall be entitled to rescind the contract after the expiration of a reasonable grace period – provided that such a period cannot be dispensed with under the statutory provisions – without prejudice to its other contractual and statutory rights.
- 13.2 In the event of breach of contract on the part of Webasto, the Purchaser shall be entitled to rescind the contract under the statutory conditions.
- 13.3 If the contract formed between the Parties is a long-term contract (continuous recurring obligation), each Party shall be entitled to terminate the contract without notice for good cause in the event of a breach of material contractual obligations by the other Party that – in the case of breaches of obligations that can be remedied – is not remedied within a reasonable period of time, despite a written warning. In the event that the contract is terminated in whole or in part by notice of termination, the Parties shall come to an understanding on the settlement of the outstanding obligations arising from call-off orders already placed, in particular the settlement of outstanding claims, the delivery of purchased items already manufactured, and the return of any documents, records, materials, or other information that may have been provided and which is in the possession of the other Party.

14. Export control clause

The fulfillment of Webasto's obligations under the respective contract shall be subject to the proviso that such fulfillment is not prevented by any obstacles arising from applicable export control provisions, in particular embargos or other sanctions under applicable law. The Purchaser undertakes to provide all information and documents required for the export or shipment. Delays as a result of export inspections or approval procedures shall not constitute a default on the part

of Webasto. Any deadlines or delivery times shall be extended accordingly. If necessary approvals are not granted or if the delivery or provision of service owed by Webasto cannot be approved, the contract shall be deemed to have not been formed with respect to the purchased items affected. The Purchaser must comply with the respectively applicable provisions of national or international (re-) export control law when forwarding the purchased items delivered or provided by Webasto to third parties in Germany or abroad.

15. Compliance

- 15.1 If the Purchaser is a business, the Parties shall undertake to comply with the applicable laws in connection with the contract and to not take or omit any actions that can lead to a criminal act, in particular due to fraud or a breach of trust, insolvency offenses, anti-competitive criminal acts, including import and export controls, the granting of advantages or the acceptance of advantages, blackmail, corruption or other criminal offenses involving corruption or comparable crimes on the part of the Parties, persons employed by the Parties, or other third-parties. In the event of a violation of this provision, the other Party shall be entitled to rescind or terminate the contract without notice as well as the right to cease any negotiations. Irrespective of the above, each Party is obligated to fully comply with all relevant laws and regulations, in particular those relating to data protection.
- 15.2 Webasto has issued a Code of Conduct within the Webasto Group that must be adhered to by all employees of Webasto in order to ensure compliance with key legal requirements. In addition, Webasto shall not accept any Codes of Conduct, sustainability, compliance, or other comparable documents, conditions and/or records of the Purchaser. The Purchaser shall not be permitted to conduct a compliance audit at Webasto's sites, unless Webasto has expressly consented in the individual case and the Parties have agreed on the scope and contents of such an audit by entering into a separate written agreement.

16. Applicable law

- 16.1 Unless otherwise agreed in the contract, the contract, including these Webasto GTC, shall be subject to the law of the country in which the registered office of the commissioned Webasto company is located. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are expressly excluded.
- 16.2 If the Purchaser is a consumer whose habitual residence is outside the country in which the registered office of Webasto is located, the mandatory statutory provisions of the country in which the consumer habitually resides shall not be affected by the aforementioned choice of law.

17. Resolving consumer disputes

- 17.1 Webasto would like to point out that the European Commission provides an online platform for the out-of-court settlement of consumer disputes under the following link: <http://ec.europa.eu/consumers/odr/>.
- 17.2 Webasto is prepared to participate in dispute resolution proceedings before a consumer arbitration board in the event of a dispute with a consumer. Consumers can contact the following consumer arbitration board ("General Conciliation Body") for this purpose: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V., Straßburger Str. 8, 77694 Kehl, <https://www.verbraucher-schlichter.de>

18. Data protection

All personal data provided by the Purchaser shall be collected and processed exclusively for the provision and processing of the services and obligations in connection with the purchase of goods and services from the range offered in Webasto's online shop, in each case in accordance with the applicable data protection provisions, in particular the General Data Protection Regulation (GDPR) and corresponding accompanying national laws. Details regarding the collection and processing of data as well as data protection are governed in the Webasto Data Protection Declaration that can be accessed in German under <https://www.webasto.com/de/datenschutz> or in English under <https://charging.webasto.com/int/data-privacy/>.

19. Contract amendments, place of jurisdiction, partial invalidity

- 19.1 Amendments to the contract must always be made in writing. This also applies for the written form clause in Section 19.1 sentence 1.
- 19.2 Webasto and the Purchaser agree that the place of jurisdiction for all disputes in connection with a contract shall coincide with the registered office of the commissioned Webasto company if the Purchaser is a business, merchant, a legal entity under public law or a special fund under public law or the Purchaser has moved its place of residence or habitual residence outside of Germany after the formation of the contract or his place of residence or habitual residence is unknown when the complaint is filed. This agreement on the place of jurisdiction shall apply exclusively for the Purchaser under the aforementioned conditions. In addition, Webasto shall also be entitled to file a complaint against the Purchaser with the competent court for the Purchaser's registered office.
- 19.3 Should any provision of these Webasto GTC or the additional agreements entered into be or become invalid, the validity of the remaining provisions of these Webasto GTC or the additional agreements entered into shall not be affected as a result. The corresponding statutory provisions shall apply in place of the invalid provision.

20. Right of revocation for consumers in the case of online orders

If the Purchaser forms the contract as a consumer, he shall be entitled to a statutory right of revocation in accordance with the following revocation instructions:

20.1 Right of revocation for sales contracts for the purchase of goods:

You have the right to revoke this contract within fourteen (14) days without giving any reasons. The revocation period for a sales contract is fourteen (14) days from the day on which you or a third party named by you that is not the carrier has taken possession of the goods.

In the event of a contract for several goods that you have ordered as part of a single order and which must be delivered separately, the revocation period shall be fourteen (14) days from the day on which you or a third party named by you that is not the carrier has taken possession of the last item.

In the event of a contract for the delivery of an item in multiple partial shipments or pieces, the revocation period shall be fourteen (14) days from the day on which you or a third party named by you that is not the carrier has taken possession of the last partial shipment or the last piece.

In the event of a contract for the periodic delivery of goods over a defined period, the revocation period shall be fourteen (14) days from the day on which you or a third party named by you that is not the carrier has taken possession of the first item.

In order to exercise your right of revocation, you must inform

Webasto Roof & Components SE,
Kraillinger Str. 5
82131 Stockdorf
Germany
Email: info@webasto.com
Tel.: +49 (89) 8 57 94-0
Fax: +49 (89) 8 57 94-4 48

by way of a clear statement (e.g. a letter sent through the post office, facsimile, or email) of your decision to revoke this contract. For this purpose you can use the sample revocation form attached to these GTC; however, the form is not mandatory.

In order to comply with the deadline, it is sufficient that you send the notification informing the exercise of your right to revocation prior to the expiration of the revocation period.

If you revoke this contract, we must promptly refund all payments that we have received from you, including delivery costs (with the exception of additional costs arising because you have chosen

another type of delivery than the least expensive standard delivery offered by us), within a maximum of fourteen (14) days from the day on which we have received the notification of your revocation of this contract. We use the same means of payment for this refund that you used in the original transaction, unless otherwise expressly agreed; in no case will you be charged for this repayment. We can refuse repayment until the goods have been returned to us or until you have provided proof that you have returned the goods, depending on which occurs earlier.

You must return the goods without delay to Webasto Neubrandenburg GmbH, Werner-Baier-Straße 1, 17033 Neubrandenburg, Germany, and in any case no later than within fourteen days from the day on which you inform us of the revocation. The deadline shall be met if you send or hand over the goods prior to the expiration of the period of fourteen (14) days. We shall bear the costs of returning the goods.

You only have to pay for any loss in value of the goods if the loss in value can be attributed to your having handled the goods in a way that is not necessary for testing the quality, characteristics or functioning of the goods.

The right to revocation is excluded in the following cases:

- a) In the case of contracts for the delivery of goods that are not prefabricated and for the manufacture of which an individual selection or decision on the part of the consumer is the deciding factor or which clearly have been tailored to the personal needs of the consumer, and
- b) In the case of contracts for the delivery of goods if, due to their nature, they have been mixed with other goods from which they cannot be separated.

In the event of a revocation of the entire order, the customer shall be fully reimbursed for the flat shipping costs. In the event that a portion of an order is revoked, the flat shipping costs shall only be reimbursed if in fact shipping costs were incurred for the revoked goods. Shipping costs shall not be reimbursed to the extent that they have been incurred by the customer because he opted for another type of delivery than the least expensive standard delivery offered by Webasto.

20.2 You can use the template below for the revocation.

If you wish to revoke the contract, please fill out the following form and send it to us at:

Webasto Roof & Components SE ("**Webasto**")
Kraillinger Str. 5
82131 Stockdorf
Germany
PO Box 141080, 82132 Stockdorf
Tel.: +49 (89) 8 57 94-0
Fax: +49 (89) 8 57 94-4 48
Email: info@webasto.com

Revocation

I/We (*) hereby revoke the contract formed by me/us (*) over the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*): _____

Name of the consumer(s): _____

Address of the consumer(s): _____

Signature of the consumer(s)
(only for notifications on paper)

Date: _____

(*) Cross out as appropriate.

You can download the template from our homepage under <https://webasto-charging.com/default/agb#widerrufsbelehrung>.
