

General Terms and Conditions of Camion Impex GmbH

I. General Provisions

All offers, deliveries, services, and sales of Camion Impex GmbH, hereinafter referred to as "Seller," are exclusively based on these terms and conditions. These terms and conditions apply to all future business relationships, even if they are not expressly agreed upon again. These terms and conditions are considered accepted at the latest upon receipt of an order confirmation from the Seller in written form, by fax, or by email from the Buyer. Any counter-confirmations by the Buyer with reference to his terms and conditions are hereby expressly rejected. All agreements made between the Seller and the Buyer must be documented in writing, by fax, or by email. Any verbal side agreements are invalid.

II. Offer and Conclusion of Contract

1. All offers made by the Seller are non-binding. Self-delivery remains reserved.
2. The Buyer is bound to the order for four weeks. The contract is considered concluded if the Seller confirms acceptance of the order of the specified purchase item in writing, by fax, or by email within this period, or if the delivery is executed. The issuance of an invoice by the Seller is equivalent to a written confirmation of the order. The same applies to side agreements, supplements, or amendments. The scope of delivery, as well as the quality and dimensions of the delivery, are exclusively determined by the written, faxed, or emailed confirmation from the Seller.
3. If a change or adjustment to the contract is required at the request of the Buyer after the conclusion of the contract, the Buyer is obligated to pay a processing fee of €100.00 to the Seller.
4. Performance data, weights, drawings, dimensions, and illustrations are only binding if expressly agreed in writing.
5. The employees of the Seller are not authorized to make verbal side agreements or give verbal assurances that go beyond the content of the written contract.
6. Transfers of rights and obligations of the Buyer from the contract require the written consent of the Seller.

III. Prices

1. Prices are quoted net ex-location of the purchase item unless otherwise stated. Increases in VAT during an agreed delivery period of no more than four months are borne by the Seller if the Buyer is not entitled to deduct input tax.
2. Costs for transport insurance, loading, transportation, transfer, customs, and official fees are borne by the Buyer.

IV. Payment

1. The Seller's invoices are payable in cash without deduction upon receipt of the invoice, unless otherwise agreed in writing or in text form.
2. Payment instructions, checks, and bills of exchange are only accepted by special agreement and only on account of performance, subject to the calculation of all collection and discount charges.
3. The Seller is entitled, despite the Buyer's provisions to the contrary, to credit payments first against older debts of the same Buyer. The Seller will inform the Buyer of the type of offset made. If costs and interest have already been incurred, the Seller is entitled to credit the payment first to the costs, then to the interest, and lastly to the principal service.
4. Payment is only considered made when the Seller can dispose of the amount. When paying by check, the payment is considered made when the check is cashed and any recall reservation by the bank has expired.
5. If the Buyer defaults on payment of the purchase price, the Seller is entitled to charge default interest. The default interest is 8% above the respective base rate of the European Central Bank if it is a commercial transaction. If the Buyer is a consumer, the default interest is 5% above the respective base rate. The Seller is entitled to claim further damage caused by delay.
6. If circumstances become known to the Seller that question the Buyer's creditworthiness, especially if the Buyer stops payments or a check is not cashed, or if other circumstances become known that question the Buyer's creditworthiness, the Seller is entitled to make the entire remaining debt due, even if checks have been accepted to cover partial claims. In this case, the Seller is also entitled to demand advance payments or security deposits.
7. The Buyer is only entitled to offset, withhold, or reduce payments if the counterclaims are undisputed or legally established. A right of retention, except for the defense of non-performance, can only be claimed by the Buyer if this right of retention is based on claims arising from the same contractual relationship.

V. Delivery and Delay in Delivery

1. Delivery dates and deadlines that are bindingly agreed upon require written or text form. Verbal delivery commitments are invalid. Delivery deadlines generally start with the conclusion of the contract. If subsequent

contractual changes or supplements are agreed upon, the delivery deadlines start anew from the date of the agreement on the contractual change or supplement, unless otherwise agreed.

2. After exceeding a delivery date or deadline, the Buyer can request the Seller in writing to deliver within a reasonable period. Upon receipt of the request, the Seller is in default. The Buyer can, in addition to delivery, demand compensation for any damage caused by the delay if he can prove intent or gross negligence on the part of the Seller. After the unsuccessful expiration of the grace period, the Buyer is entitled to withdraw from the purchase contract in writing or demand compensation for non-performance if he can prove intent or gross negligence on the part of the Seller. If the Buyer is a legal entity under public law, a special fund under public law, or a merchant within the meaning of the German Commercial Code (HGB) where the contract belongs to the operation of his trade, he is only entitled to claim damages in cases of intent or gross negligence on the part of the Seller. In these cases, the claim for delivery is excluded. If the Seller becomes unable to deliver while in default, he is liable according to the above rules unless the damage would have occurred even with timely delivery.
3. Delivery and performance delays due to force majeure and due to events that significantly complicate or make delivery impossible for the Seller, including strikes, lockouts, official orders, etc., even if they occur with suppliers of the Seller or their sub-suppliers, the Seller is not responsible for such delays, even in bindingly agreed deadlines and dates. In such cases, the Seller is entitled to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract entirely or partially concerning the part not yet fulfilled.
4. If the hindrance lasts longer than four months as per clause 3, the Buyer is entitled, after setting a reasonable grace period, to withdraw from the contract concerning the part not yet fulfilled. If the delivery time is extended or if the Seller is released from his obligation, the Buyer cannot derive any claims for damages from this. The Seller can only invoke the circumstances mentioned if he immediately notifies the Buyer.
5. Specifications in descriptions valid at the time of contract conclusion regarding the scope of delivery, appearance, performance, dimensions, and weights, fuel consumption, operating costs, etc., of the purchase item are part of the contract. They are approximate and do not constitute a guarantee, but serve as a standard to determine whether the purchase item is free of defects within the meaning of warranty regulations, unless an explicit assurance is given.
6. If there are delivery delays from the Seller's suppliers despite timely orders from the Seller, the Seller is granted a reasonable extension of the delivery period. The reasonable extension of the delivery period is measured by the delay period. In these cases, the Buyer cannot rely on the rights granted above.

VI. Acceptance of the Purchase Item

1. The Buyer is obligated to accept the purchase item within one week of receiving the notice of readiness for acceptance at the agreed acceptance location. After the expiry of this one-week period, the Seller is entitled to demand a flat-rate storage fee from the Buyer per day and vehicle, based on the currently applicable price and structure surveys in the towing and recovery industry of the VBA e.V. The Seller retains a right of retention on the sold vehicle until all outstanding storage fees have been fully paid.
2. If the Buyer does not accept the purchase item despite setting a reasonable grace period, the Seller is entitled to withdraw from the contract and claim damages for non-performance from the Buyer.
3. If the Seller claims damages, this is already agreed upon by the contractual parties as a flat rate of at least 15% of the net purchase price. The Seller reserves the right to prove higher damages, just as the Buyer reserves the right to prove lower damages.

VII. Transfer of Risk

1. The risk passes to the Buyer as soon as the purchase item is handed over to the person performing the transport or leaves the Seller's warehouse for shipment. Section 447, paragraph 2, BGB remains unaffected.
2. If the dispatch becomes impossible without fault on the part of the Seller, the risk passes to the Buyer upon notification of readiness for dispatch. This also applies in case of culpable delay in acceptance.
3. The Seller is entitled to make partial deliveries at any time. These partial deliveries must be paid for proportionally after delivery.

VIII. Retention of Title

1. The purchase item remains the property of the Seller until all claims due to the Seller from the purchase contract have been fulfilled. This retention of title also applies to all claims that the Seller acquires against the Buyer in connection with the purchase item, for example, due to repairs, spare parts, accessories, and fuel deliveries, storage, and insurance costs, as well as other services.
2. If the Buyer is a legal entity under public law, a special fund under public law, or a merchant where the contract belongs to the operation of his trade, the retention of title also extends to claims that the Seller acquires against the Buyer from any legal ground now or in the future. In this case, the retention of title expires only when the Buyer has settled all claims from the business relationship, especially brought about the balance settlement (current account reservation).
3. During the retention of title, the Seller has the right to possess the vehicle registration certificate. The Buyer is obligated to apply in writing to the registration authority for the vehicle registration certificate to be handed over

to the Seller.

4. If the Buyer acts in breach of contract, particularly if he is in default of payment or fails to fulfill his obligations under the retention of title, the Seller is entitled to take back the reserved item or demand the assignment of the Buyer's claims for return against third parties. The Seller's taking back and pledging of the reserved item does not constitute a withdrawal from the contract.
5. If the Buyer is not covered by clause 2, the following applies: If the Buyer acts in breach of contract in accordance with clause 4, particularly if there is a delay in payment, the Seller is entitled to take back the reserved item at his expense. The taking back and pledging of the reserved item by the Seller are always considered a withdrawal from the contract.
6. The Buyer's rights of retention not based on the purchase contract are excluded.
7. As long as the retention of title exists, the purchase item may only be sold, pledged, transferred by way of security, rented, or otherwise used or changed with the prior written consent of the Seller in a manner that impairs the Seller's security.
8. In the event of third-party access to the reserved goods, particularly seizures, the Buyer will point out the Seller's ownership and notify the Seller immediately in writing or by fax so that the Seller can enforce his ownership rights. If the third party is not able to reimburse the Seller for the court or out-of-court costs incurred in this context, the Buyer is liable for these.
9. The Buyer is obligated to take out separate comprehensive insurance or similar insurance covering the same risks with an appropriate deductible for the purchase item during the retention of title. The insurance must be taken out on the condition that the rights from the insurance contract belong to the Seller. The Buyer hereby authorizes the Seller to request a security certificate for comprehensive insurance and obtain information about the insurance relationship mentioned above. If the Buyer fails to fulfill this obligation, the Seller may take out the separate comprehensive insurance or similar insurance at the Buyer's expense, advance the insurance premiums, and collect them as part of the claim from the purchase contract.
10. The Buyer is obligated to maintain the purchase item in proper condition during the retention of title and to carry out all scheduled maintenance and necessary repairs immediately, except in emergencies, from the Seller or a workshop recognized by the Seller for servicing the purchase item.
11. Processing or transformation of the reserved item is carried out exclusively for the Seller as the manufacturer, but without any obligation for him. If the (co-)ownership expires through combination, it is already agreed that the (co-)ownership of the uniform item passes to the Seller proportionately (invoice value). The Buyer shall keep the (co-)ownership of the Seller free of charge. Items to which the Seller has (co-)ownership are referred to as reserved items.
12. Pledges or transfers of security rights to the reserved item are not permitted. The Buyer already assigns to the Seller as security all claims (including all balance claims from the current account) arising from the resale or any other legal grounds (insurance, tort) concerning the reserved item in full. The Seller revocably authorizes him to collect the assigned claims for his account in his own name. This collection authorization can only be revoked if the Buyer does not properly fulfill his payment obligations. At the Seller's request, the Buyer must provide the Seller with the information necessary for collection about the assigned claims and notify the debtors of the assignment.

IX. Warranty

For contracts concerning the delivery of used items, this delivery is made excluding any warranty.

X. Liability

Claims for damages due to injury to life, health, or the body are excluded, regardless of the legal basis on which they are based outside the Product Liability Act, unless they are based on a negligent breach of duty by the Seller or an intentional or negligent breach of duty by a legal representative or vicarious agent of the Seller. Other claims for damages are excluded unless they are based on grossly negligent breach of duty by the Seller.

XI. Data Processing Permission/Confidentiality

The Seller is entitled to process all legally protected data concerning the Buyer within the framework of the legal provisions. The information submitted to the Seller in connection with orders is not considered confidential unless otherwise agreed in writing.

XII. Choice of Law

This purchase contract is exclusively subject to the laws of the Federal Republic of Germany. The application of the uniform laws on the conclusion of international sales contracts for movable goods and on the international sale of movable goods is excluded.

XIII. Place of Performance and Jurisdiction

If the Buyer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, Hagenow is the uniform place of performance for both parties. If the Buyer is a merchant within the meaning of the HGB, a legal entity under public law, or a special fund under public law, the

exclusive jurisdiction for all disputes arising directly or indirectly from the contractual relationship up to a dispute value of €5,000.00 is the District Court of Hagenow, for dispute values exceeding this amount, the Regional Court of Schwerin.

XIV. Partial Invalidity of the Contract

Should a provision in these terms and conditions or a provision within the framework of other agreements be invalid or become invalid, this does not affect the validity of the remaining provisions or agreements.