

General Terms and Conditions of Business of Margaritis Trucks Vermietungs- und Handelsgesellschaft mbH

I. Validity of our General Terms and Conditions of Business

Our supplies, services and quotations shall exclusively be based on these terms and conditions of business. They apply to all business relationships, also future ones, even if they are not expressly agreed again. By acceptance of the goods or service at the latest, these terms and conditions shall be deemed accepted. Contrary terms and conditions of the contracting party, hereinafter referred to as Customer, or ones deviating from our terms shall not be acknowledged, even if we do not specifically contradict them, unless we have expressly approved their validity. Our terms and conditions shall also apply even if we unreservedly perform supply or service to Customer despite knowledge of contradictory terms or ones deviating from our terms and conditions. All agreements made between us and Customer for the purpose of performance of the present agreement have been recorded in writing in the present agreement. We shall render the supply or service specified in detail under the following terms and conditions.

II. Quotation, quotation documents, conclusion of contract

1. Our quotations shall be subject to change without notice and non-obliging to the extent that they have not expressly been termed binding or contain a specific acceptance period.
On the other hand, Customer shall be bound by its offer (order) for three weeks from the date of receipt of its order. We shall be entitled to accept this offer (order) within the aforementioned period by dispatch of an order confirmation or also to render the ordered supply or service to Customer within the said period.
As a matter of principle, we shall give no guarantees to the extent that they have not expressly been agreed in writing.
2. Our written order confirmation shall be decisive for the scope of the supply or service, in the event of a quotation by us the latter, to the extent that it is accepted and no order confirmation exists.
3. Documents on the quotation such as illustrations, diagrams, statements of weight and dimensions shall only be approximate to the extent that they have not expressly been termed binding. We reserve ownership and copyrights to estimates, diagrams, plans and other documents (e.g. also in invitations to tender). This shall also apply to written documents which have been termed confidential. Any forwarding without our express written consent shall be forbidden. To the extent not necessary for the performance of the order, all documents shall be returned without delay at first request.
4. To the extent that and insofar as the purpose of use or the usefulness are not affected, the value is maintained or increased and the changes can be reasonably expected of the customer, we shall have the right to amend the object of our supply or service compared with the sample, the quotation or the contractual description in order to improve our supply or service in the sense of progress in production or technology or because this has been induced by deviations customary in the trade in weight, quantities, dimensions, composition of materials, material set-up, structure, surface and colour or as a result of the nature of the materials used. The same shall apply accordingly to the extent that statutory requirements are to be taken into account.
5. Further agreements or oral assurances, in particular concerning uses presupposed for the contract, assumption of procurement risks, guarantees or other assurances do not exist.
6. The persons acting on our behalf are not authorised to make oral changes, to make oral additional agreements or to give oral assurances exceeding the contents of the written agreement.
7. If the customer has presented a specification for the production or machining or processing of the goods, it shall hold us harmless against all losses, damage, costs or other expenditure which we have or are willing to pay because the contractual processing or machining of the goods has proven to be a breach of a patent, copyright, trademark or other property right of a third party as a result of the contractual machining or processing of the goods.
8. Customer authorises us to place sub-orders and to undertake trial and delivery voyages.

III. Prices, payment terms, withdrawal

1. Our prices are net Euro prices exclusive of value added tax. The value added tax shall be shown separately at the statutory amount on the invoice. Our prices shall apply from our headquarters. Customs, dues, packaging, dispatch costs and insurance shall be paid separately. Agreed subsidiary services shall be charged separately.

2. If one or more of the following factors such as energy costs, wage and subsidiary wage costs, costs of raw or initial material and/or costs of the purchase of the object of delivery if it is incorporated from previous or upstream suppliers and/or transport costs and/or costs as a result of fluctuation in exchange rates, currency regulations, changes in customs or taxes and/or costs as a result of change to wage and payment agreements increase(s) in the period between conclusion of the contract and date of supply, we shall be entitled to adapt the prices by the amount by which the procurement or production costs of the object of supply or the costs of rendering of the service have increased. However, the costs mentioned in sentence 1 shall have a reducing effect in the course of the adaptation if they have dropped in the period stated in sentence 1. In the event of a change of price, we shall portray the nature and the amount of the price increases or reductions. In the event of the price increase exceeding 10% of the originally agreed price, a right of withdrawal shall accrue to the customer.
3. With supply or acceptance of the object of the order and hand-over of the invoice, the agreed price shall be due for payment immediately. Deviating regulations shall be agreed in writing. Payment shall only be deemed made when we can dispose of the amount.
4. In cases of arrears, we shall be entitled to demand the statutory default interest. The right to claim further damages in the event of arrears shall remain reserved.
In cases of arrears, all our further claims from other supplies or services towards Customer shall become due for payment immediately despite all and any maturity or stay agreements.
5. Any discounts, rebates or other reductions agreed shall only apply in the event of proper fulfilment of all contracts pending or partly not fulfilled between Customer and us at the time of conclusion of the contract.
6. Our representatives and other employees are only authorised to accept payments or other disposals if they have a written collection authorisation.
7. If Customer fails to fulfil its payment duty - also part payment duties - completely following maturity, we shall be entitled to withdraw from the agreement following a fruitless expiry of a suitable period of grace set by us. If we withdraw, we shall be entitled to have the goods supplied by us collected at Customer's expense.
8. Customer declares its understanding that the persons commissioned by us with collection can enter and drive on the premises on which the goods are located for this purpose. As an alternative to these withdrawal rights, we can demand a suitable collateral. If we do not receive it, we can postpone further supplies to Customer.
9. No waiver of further rights and claims accruing to us, also from damages, shall be connected with exercising of rights in the above sections III.4, 5, 6, 7 and 8.
10. Retention of payments or offset with customer's counterclaims shall only be admissible if the counterclaims are undisputed or are legally effective.
11. If a justified notification of defects has been made, payments by Customer can only be retained to a scope in a suitable ratio to the defects which have occurred. If a notification of defects is unjustified, we shall be entitled to have the expenditure occurred reimbursed by Customer.
12. In the event of our claims to the consideration being jeopardised by defective ability to pay by Customer (also after conclusion of the contract), we shall be entitled to demand payment of the consideration before delivery of the goods or rendering of the service, independent of the mode of payment set in the agreement. If Customer fails to fulfil this demand or fails to provide collateral through third parties, we shall be entitled to withdraw from the agreement with a reservation of claims to damages following the expiry of 10 days after the claim of the aforementioned demand.

IV. Supply, arrears in supply

1. Our supply or completion dates shall only be approximate and non-binding as a matter of principle. They shall only be binding if they have been designated as such. Compliance with a binding supply or completion date shall presuppose complete clarification of all details of performance, in particular of all technical questions. In addition, compliance with a binding supply or completion date shall presuppose punctual and complete fulfilment of all due contractual and involvement duties by Customer. An agreed supply or completion date shall be extended by the period by which Customer is in arrears with its duties from this or any other agreement from the ongoing business relationship. Our rights from Customer's arrears shall remain unaffected. Non-binding supply or completion dates shall be extended accordingly in the event of the aforementioned. If the scope of order is changed or extended compared with the original order, we shall inform Customer of a new completion date without delay, stating the reasons.

2. A binding supply or completion date shall be deemed complied with if the object of supply has been dispatched or readiness for dispatch has been notified no later than the 15th calendar day after the supply date.
3. Apart from this, occurrence of arrears in supply shall occur according to the statutory directives. In such a case, however, a written caution by the purchaser by recorded delivery shall be necessary. In arrears in supply, Customer can only withdraw from the contract following a fruitless expiry of a suitable period of grace of no less than 14 days set by it writing, to the extent that setting a period is not dispensable de iure, if the goods have not been reported as ready for dispatch by such time. The same shall apply accordingly in the event of part arrears or part impossibility. Claims from arrears in supply shall be based on Section VII.
4. We shall be entitled to part supplies to a reasonable extent insofar as Customer's interests are preserved, in particular the scope of supply is not changed and supply in parts and at intervals can reasonably be expected of Customer taking the nature of the object of supply in its typical use into due account. Part deliveries justified in this way can be settled separately. Additional dispatch costs in the event of part supplies shall be borne by us.
5. We shall not be liable for impossibility of supply/service or for delays in supply or the service, as the case may be, to the extent that they have been caused by force majeure or other incidents unforeseeable at the time of conclusion of the contract (e.g. warlike disputes, disturbance of operations of all kinds, difficulties in material or energy procurement, delays in transport, legal lock-outs, lacks of workforce, energy or raw materials, difficulties in the procurement of necessary official approvals, official measures or missing, incorrect or unpunctual supply by the suppliers) for which we are not answerable. If supply or service is made considerably more difficult or impossible by such incidents and the prevention is not only of a temporary duration, we shall be entitled to withdraw from the contract. In the event of obstacles of a temporary duration, the delivery or service periods shall be extended or the delivery or service dates shall be postponed by the period of the prevention plus a suitable restarting period. If acceptance of the supply/service cannot be reasonably expected of Customer as a result of the delay, it can withdraw from the contract by an immediate written declaration towards us.

V. Completion, hand-over, technical inspection

1. We shall fulfil our supply or service by notifying Customer of the provision or completeness of the goods at our headquarters.
2. Hand-over and technical inspection of the goods by Customer shall take place at our registered office (ex works), to the extent that nothing to the contrary has been agreed.
3. In the event of transport of the goods at Customer's request, risk (transport and remuneration risk) shall pass to Customer upon hand-over of the object of the commission to Customer, the haulier, the forwarder or the other persons intended for performance of the dispatch, regardless of whether this is done with our own or outside means of transport. This shall also apply in the event of a franco supply. In such a case, we shall cover the supply by a transport insurance; the costs incurred to this extent shall be borne by Customer.
If the transport is delayed for reasons for which Customer is answerable, risk shall pass to Customer from the day of readiness for dispatch; however, we shall be obliged to obtain the insurances which Customer demands by its request and at its expense.
4. Customer shall be obliged to collect the vehicle or the object of service within one week of receipt of the notification of completion. Customer shall be obliged to accept or to collect, notwithstanding its rights according to the following Section VI., even if it only inconsiderably deviates from the agreed property or it is only inconsiderably restricted in its usefulness.
5. If the vehicle or the object of service is not collected by Customer at the agreed time, if service is postponed by Customer's request or if Customer does not collect the vehicle or the object of service following notification of provision including a reminder, the costs caused by the storage and financing, albeit no less than 1% of the invoice value of the supplies and services in question and no more than a total of 5% of the invoice value of the supplies and services in question, shall be charged to Customer, starting from the expiry of the agreed appointment, the notification of readiness for dispatch or the receipt of the reminder, to the extent that Customer does not prove lower costs. The right to claim higher damages shall expressly remain reserved.
We shall however be entitled, following setting and fruitless expiry of a suitable period, to dispose of the object of order in another way and to supply Customer with a different object of order with a suitable extended period. If

additional and supplementary orders are agreed leading to a delay in supply of the object of supply, the aforementioned provisions shall apply accordingly.

6. In the event of us withdrawing from the contract due to arrears in acceptance or arrears in payment for other reasons for which Customer is answerable, we shall be entitled at our choice to demand damages on account of non-performance, notwithstanding our other rights. In such a case, we shall be entitled to claim 15% of the net value of the supply/services as liquidated damages, notwithstanding the possibility of claiming higher actual damages. Customer can prove that we have not incurred any damages at all or that they are considerably lower than the aforementioned lump-sum.
7. To the extent that we purchase goods or services which we use for fulfilment of our contractual duties towards our customer, we shall only hold examinations of incoming goods or other controls in our own interest and in accordance with our own requirements.

VI. Liability for defects in quality and title, barring by limitation

1. Customer shall extensively examine the vehicle or object of service without delay following collection or receipt as long as it is still in the condition as delivered, and shall make all and any notifications of defects in writing without delay, albeit no later than seven days after receipt or collection, as the case may be, of the object of service. If this period is not complied with, making claims from warranty and defects shall be ruled out and the supply or service shall be deemed approved with the exception of hidden defects. The notification period stated in the first sentence above shall apply to hidden defects from the time at which the defect is discovered. Hidden defects are ones which are not apparent and were not recognisable in an immediate, careful examination upon collection or receipt. Receipt by us shall be decisive for the punctuality of the aforementioned notification period.
2. In the event of defects in quality, we shall firstly be given the opportunity of subsequent performance inside a suitable period of time by us, at our choice - subject to § 478 German Civil Code - either remedying the defect or providing an object free of defects. In the latter case, Customer shall be obliged to restitution of the defective object according to the statutory directives following our request. If subsequent performance fails or we finally and seriously reject subsequent performance or if we can reject subsequent performance pursuant to § 439 subsection 3 German Civil Code or if subsequent performance cannot reasonably be expected of Customer or if a case of § 323 subsection 2 German Civil Code exists, Customer can withdraw from the contract or reduce the consideration - notwithstanding all and any claims to damages according to Section VII.
3. Customer's claims on account of the expenditure necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, have been ruled out to the extent that the expenditure increases because the object of supply has subsequently been moved to a place other than Customer's branch establishment, unless the movement matches its proper use.
4. In the event of only inconsiderable deviation from the agreed property or only inconsiderable impairment of the usefulness, Customer's rights to replacement delivery or withdrawal from the contract have been ruled subject to § 478 German Civil Code.
5. Subject to the following subsection, Customer's rights from defects in quality shall be barred in 12 months to the extent that it is a question of newly manufactured objects or work services. This shall not apply to the extent that law prescribes longer periods. If second-hand goods are supplied, all rights from defects in quality shall be ruled out - subject to statutory directives and other agreements. The curtailed barring and the exclusion of liability shall not apply in cases of deliberate or negligent injury to life, limb or health, to a deliberate or grossly negligent breach of duty on our part, deceitful non-disclosure of a defect, a pertinent guarantee of a property or in the event of claims according to the German Product Liability Act. The statutory regulations about the start, sequence, inhibition and re-start of periods of barring shall remain unaffected to the extent that nothing to the contrary has been agreed. During subsequent performance, the sequence of the warranty period shall be inhibited. In addition, the performance of warranty work shall not result in an extension of the warranty, to the extent that no specific circumstances occur which cause the barring to recommence. An exchange of appliance parts as a precaution is regularly only done to remedy notified defects and without acknowledgement of the claim to warranty "in any other way" in the sense of § 212 subsection 1 no. 1 German Civil Code.
6. For the scope of Customer's claim to recourse against us pursuant to § 478 German Civil Code, Section VI.7. below shall additionally apply accordingly.

7. As a matter of principle, we shall assume no warranty for damage caused by unsuitable or improper use, defective assembly or defective commissioning by Customer or third parties, by omitted maintenance work if recommended by the manufacturer, by attrition and natural wear and tear and by unsuitable operating equipment and by unsuitable replacement materials.
8. If the commodity becomes incapable of operation due to a defect in quality, Customer shall be obliged to keep the damage as low as possible, within which framework it shall inform us without delay. It shall give us the opportunity of naming a close-by, recognised company ready to remedy the operational incapability. Parts replaced there shall become our property. We shall reimburse the necessary and required costs for the remedying of the operational incapability.
Only in urgent cases of jeopardy of operational safety or to avert disproportionately large damage, about which we are to be informed immediately, or in the event of us being in arrears with the remedy of a defect shall Customer have the right to remedy the defect itself or have it remedied by third parties following our written consent and to demand reimbursement of the necessary costs.
9. Complaints about part supplies shall not entitle to rejection of the remaining supplies, unless Customer provably has no interest in the latter on account of the defects in the part supplies.
10. We shall assume no liability for claims from defects in which the object of supply has to fulfil directives outside the territory of the Federal Republic of Germany exceeding the directives to be applied in Germany.
11. If defects in title exist, the above directives shall apply accordingly.

VII. Liability and limitation of liability

The following exclusions and limitations of liability shall apply to liability by us for damages or reimbursement of expenditure towards Customer on account of delay of supply, on account of impossibility of supply/service or on account of other legal reasons, in particular on account of a breach of duties from the contractual relationship and from tort:

- a. We shall be liable insofar as we are guilty of malice aforethought or gross negligence. For simple liability, we shall only be liable for a breach of a duty, performance of which only makes proper performance of the contract possible and in compliance with which the contracting party may regularly trust (so-called "cardinal duty" or "essential contractual duty"); this shall in particular include the duty to punctual supply/service, freedom from defects more than only inconsiderably impairing the functionality or usefulness of the object of the contract, as well as consultancy, protection and custody duties which are to make contractual use of the supply/service possible for Customer or have the purpose of protecting life and limb of Customer's personnel and customers or protection of their property against considerable damage. Apart from this, liability to damages for damage of any kind, whatever the foundation for the claim (e.g. on account of delay of the supply, on account of impossibility of supply, on account of a breach of duties from the contractual relationship, from tort etc.), including liability from culpa in contrahendo, has been ruled out.
- b. If we are liable for simple negligence according to Section VII a. above, our liability shall be limited to damage, origination of which must typically be expected according to the circumstance known at conclusion of the contract. Foreseeable, direct damage typical for the contract is the damage which we have foreseen at conclusion of the contract as a possible consequence of the actual breach of the contract or should have foreseen taking the circumstances which we knew or should have known into due account. Indirect damage and subsequent damage which is the consequence of defects in the supply/service shall additionally only be indemnified if such damage is typically to be expected in proper use of the supply/service.
- c. The above exclusions and limitations of liability shall not apply if we have assumed a guarantee for the property of the commodity or service, nor to damage which is to be indemnified according to the German Product Liability Act, nor to damage to life, limb or health nor to other statutory claims.
- d. The above exclusions and limitations of liability shall also apply in favour of our employees, vicarious agents and other third parties whom we use for performance of the contract.
- e. A reversal of the onus of proof is not connected with the above Sections VII. a to d.

VIII. Retention of title, exploitation, duties towards third parties

We reserve title to the goods or the installed or added parts, appliances and accessories until receipt of all payments from the business relationship with Customer (hereinafter "conditional commodities"). In the event of a current account relationship, the retention of title shall extend to all balance claims from

the current account. Placement of individual claims to a current account and also balancing and its acknowledgment shall not affect the retention of title. If we agree payment on the basis of cheque or bill proceedings, the retention shall also extend to the honouring of a bill from Customer which has been accepted and shall not expire by credit of the cheque which we have received. If we withdraw from the contract in the event of breach of contract by Customer, in particular in arrears in payment (case of exploitation), we shall be entitled to demand return of the goods. After receipt of the goods, we shall be entitled to exploit them. The yield from exploitation shall be offset against Customer's liabilities, less suitable costs of exploitation. As long as we have title to the goods or the installed or added parts, appliances and accessories, it shall hold:

- a. Customer shall be obliged to treat the goods gently, in particular adequately insuring them against fire, water and other damage at the value at the time at its own expense. If care or maintenance work is necessary, Customer must undertake it at its own expense in good time.
- b. Customer shall inform us in writing without delay of a change of the owner of the goods and its own change of registered office; likewise all and any damage to or destruction of the goods. In the event of seizures or other interventions by third parties, Customer shall notify us in writing without delay so that we can initiate proceedings according to § 771 Code of Civil Proceedings. To the extent that the third party is not in a position to reimburse us for the judicial and extrajudicial costs, Customer shall be liable for the losses incurred by us.
- c. Customer may only sell the conditional commodities in customary business dealings at its customary business terms and as long as it is not in arrears, provided the claims from the resale pass to us according to the following paragraphs (1) and (2). It shall not be entitled to other disposals of the conditional commodities.
(1) The claims originating for any other legal reason (e.g. insurance, tort) with a view to the conditional commodities (including all balance claims from a current account) are here and now assigned to us by Customer to the complete extent. They shall serve securing our claim to the same extent as the conditional commodities. If the conditional commodities are sold by Customer together with other goods not sold by us, the claim from the resale shall be assigned to us in the ratio of the value of our goods (final invoice amount including value added tax) to the value of the other sold goods (final invoice value including value added tax). In the sale of goods to which we have co-ownership shares according to the following Section VIII d., a part matching our share of co-ownership shall be assigned to us. If the conditional commodities are used by Customer in order to fulfil and service/work contract, the claim from the service/work contract shall be assigned to us in advance to the same extent. We accept the aforementioned assignments.
(2) If the garnishee's contractual provisions with Customer contain an effective limitation of the assignment power or if the third party makes the assignment dependent on its consent, this shall be notified to us in writing without delay. In this case, we are hereby irrevocably authorised to collect the claim accruing to us on Customer's behalf and for its account according to the provisions of the above Section VIII c (1). Customer simultaneously hereby irrevocably gives the garnishee an instruction to pay in our favour.
- d. Processing and machining of the conditional commodity shall be done on our behalf as manufacturer in the sense of § 950 German Civil Code without obligating us. The processed and machined goods shall be deemed conditional commodities. In the event of processing, combining and blending of our conditional commodities with other goods not belonging to us by Customer, co-ownership shall accrue to us with a view to the new object in the ratio of the value of our goods (final invoice amount including value added tax) to the value of the other goods used (final invoice amount including value added tax). If our ownership expires as a result of processing, combining or blending, Customer here and now assigns the ownership rights to the new stock and the object to us to the scope of the invoice value of the conditional commodities (final invoice amount including value added tax). Customer shall keep the (co-) ownership on our behalf free of charge. Our ownership rights shall also be deemed conditional commodities.
- e. We undertake to release the collateral accruing to us by request of Customer to the extent that the lastingly realisable value of our collateral exceeds the claims to be secured by more than 20%; the selection of the collateral to be released shall be a matter for us.

IX. Extended lien

1. On account of our claim, a contractual lien shall accrue to us for the objects passing into our ownership as a result of the order.

2. The contractual lien can also be claimed on account of claims from work previously done, supplies of replacement parts and other services to the extent that they are connected with the object of the order. The contractual lien shall only apply to other claims from the business relationship to the extent that they are undisputed or a legally effective instrument exists and the object of the order belongs to Customer.

X. Ban on assignment, written form

1. Customer cannot assign claims against us.
2. In the contracts, all agreements made between Customer and us for the performance of Customer's orders have been recorded in writing. Agreements, contractually presupposed uses, the assumption of procurement risks, guarantees or other assurances before or at the conclusion of the contract shall only be effective if they have been made in writing. Telecommunication transmission, in particular fax or e-mail, shall suffice the requirement of written form provided the copy of the declaration is transmitted. The same shall apply to the extent that written form is necessary or is regarded as decisive in the present terms and conditions.

XI. Place of performance, place of jurisdiction, applicable law

1. The law of the Federal Republic of Germany shall apply. Application of UN purchase law (CISG) and the Uncitral Convention on international bills of exchange and international promissory notes has been ruled out. The contract language is German.
2. Our registered office shall be the place of jurisdiction for all future and present claims from the business relationship, including bill and cheque claims, if Customer is a merchant, a public-law entity or a public-law fund. This place of jurisdiction shall also apply if Customer has no general place of jurisdiction in Germany, moves its residence or general abode outside Germany after conclusion of the contract or its place of residence or customary abode is unknown at the time of initiation of proceedings.
3. Place of performance for Customer's and also our obligations shall be our registered office. However, we shall be entitled also to sue Customer at its place of residence and/or business.

Cologne, 01.06.2016