GENERAL TERMS AND CONDITIONS OF PURCHASE

1 General information

1.1 All our orders and the purchase contracts concluded with us hereinafter, which we conclude with companies, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB), are based exclusively on the following terms and conditions of purchase. These terms and conditions apply equally to all contracts for work and materials concluded with us.

1.2 Our general terms and conditions of purchase apply exclusively to all our (i.e. b-plus GmbH, Ulrichsberger Straße 17, 94469 Deggendorf and all companies affiliated with it in accordance with Sections 15 et seq. of the German Stock Corporation Act (AktG), such as b-plus automotive GmbH, b-plus mobile control GmbH or b-plus technologies GmbH, all located at Ulrichsberger Straße 17, 94469 Deggendorf) business relationships that we enter into for the first time, on an ongoing basis and in the future with companies within the meaning of § 14 BGB (hereinafter referred to as the seller).

1.3 Even if no further reference is made to this when concluding similar contracts in the future, these contractual terms and conditions of b-plus shall apply exclusively in the version available at https://www.b-plus.com/en/legal/general-terms-conditions at the time of the Sellers declaration, unless the contracting parties agree otherwise in writing.

1.4 We hereby object to any counter-confirmations, counter-offers or other references by the Seller with reference to its terms and conditions; any deviating terms and conditions of the Seller shall only apply if confirmed by us in writing

2 Offer and conclusion of contract

The seller can only accept the offer for the conclusion of a purchase contract (order) within four days of the order by written declaration to us. Decisive for the time of offer and acceptance is their receipt by the recipient of the declaration.

3 Documentation, specifications and samples

3.1 We reserve all property rights and/or copyrights and/or other industrial property rights to all illustrations, drawings, models, samples, calculations, construction plans, hardware circuit diagrams and layouts as well as software descriptions and codes and other documents which we have provided or paid for for the execution of the order.

3.2 These documents may only be used for work to fulfill the order and may not be reproduced and/or made accessible to third parties without our express written consent. They must be returned to us free of charge immediately upon our request, but at the latest after the end of the cooperation.

4 Export license

The seller is obliged to inform us immediately in writing whether and to what extent government export licenses are required for all or part of the order or similar legal or official requirements have to be met or they are subject to US export restrictions.

5 Pricing/invoicing/payment

5.1 The price stated in the order is binding and applies " ex work" unless otherwise agreed in writing with the seller. Packaging costs are included in the price, unless otherwise agreed in writing. No transport insurance shall be charged, b-plus GmbH is a self-insurer. The price does not include the statutory value added tax applicable in the Federal Republic of Germany.

5.2 All invoices of the seller are to be sent to us in a single copy. They shall include: the order number specified by us, invoice date, our VAT ID number and that of the contractor, consecutive invoice number of the seller, time of delivery or provision of service, reference to any tax exemption in accordance with § 13 UStG, itemized and applicable VAT rate and statement of the net amount. Invoices may not be attached to the delivery but must be submitted separately.

5.3 Unless otherwise agreed in writing with the seller, payment shall be made within 14 working days of delivery of the goods by the seller and receipt of the invoice with a 3% discount or within 30 days net.

5.4 Our payments shall in no way constitute an acknowledgement of professional and faultless performance in the sense of acceptance.

6 Offsetting / right of retention

6.1 We shall be entitled to rights of set-off and retention to the extent permitted by law.

6.2 Disputes about the amount of remuneration to be paid to the seller shall not entitle him to suspend his services in whole or in part, even temporarily.

7 Delivery/delivery deadline/delayed delivery

7.1 Unless otherwise agreed in writing, the delivery shall be delivered/duty paid (Delivered Duty Paid Incoterms 2000). The time of transfer of risk shall be determined in accordance with the Incoterms of the International Chamber of Commerce in Paris (Incoterms 2000).

7.2 The agreed delivery period and/or the agreed delivery date shall be binding for the Seller. Early deliveries and/or partial deliveries require our explicit written approval.

7.3 The Seller shall be obliged to state our order number and the contractually agreed markings on all shipping documents and/or delivery bills, otherwise any consequences (e.g. further delays, additional costs) shall be borne solely by the Seller.

7.4 The seller is obliged to inform us immediately in writing if circumstances become apparent or occur which indicate that the delivery deadline and/or the delivery date cannot be met.

7.5 If the seller is in default of delivery and performance, we shall be entitled to demand a contractual penalty of 0.5% per calendar week or part thereof up to a maximum of 5% of the overdue scope of delivery, taking into account any damages. We expressly reserve the right

to assert further claims for default (including the right to withdraw from the contract and/or claim damages in lieu of performance). We are entitled to demand the contractual penalty until the final settlement, payment. The unconditional acceptance shall not be deemed a waiver of the assertion of the contractual penalty.

7.6 In addition and without prejudice to our other rights, we may, after expiry of a reasonable grace period set by us or if the performance is no longer of interest to us as a result of the delay or in the event of imminent danger or in order to avoid further damage or in the event of urgency, without having set a grace period, have the performance not yet rendered by the seller carried out by a third party at the seller's expense. In any case of substitute performance by us, the Seller shall, at its own expense, provide us with all information required for this purpose and hand over any documents in its possession, as well as procure the corresponding rights of use for any existing own or third-party property rights to the extent necessary for the substitute performance or immediately indemnify us against claims arising from these third-party rights. By concluding this contract, the Seller declares its consent to the use of its property rights by us or third parties commissioned by us for the replacement performance. The claim to payment of the contractual penalty that has already arisen by the time the order is placed with the third party must be fulfilled in any case.

8 Spare Parts

8.1 The Seller warrants that spare and wear parts will be available for each order for a period of at least five years after the end of the warranty period.

9 Documents/storage

9.1 The Seller undertakes to retain documents relating to the manufacture, storage, delivery and sale of the products for a period of at least 5 years from the date of delivery and to make these documents available to us on request.

10 Warranty/Liability

10.1 The Seller warrants that its services comply with the recognized rules and the latest state of the art as well as the standards, regulations and norms existing in the Seller's country and in the country of destination (including safety, occupational health and safety and accident prevention regulations), correspond to the agreed properties, have the guaranteed properties and are otherwise free of material defects and defects of title.

10.2 We shall be entitled to the statutory warranty claims, including the rights under § 478 BGB, without restriction. In any case, we may, at our discretion, demand that the Seller remedy the defect or provide a replacement; the Seller shall bear all expenses necessary for the purpose of remedying the defect or providing a replacement.

10.3 After informing the Seller, we shall also be entitled to remedy the defect ourselves at the Seller's expense if there is imminent danger or particular urgency or if a reasonable grace period previously granted to the Seller to remedy the defect has expired without success or if subsequent performance has failed or if this appears appropriate to minimize damage. We may demand an advance payment from the seller for our necessary expenses incurred as a result.

10.4 If we are entitled to remedy the defect ourselves in accordance with the above paragraph 3, § 7 section 6 shall apply with regard to the Seller's obligations. All costs incurred in connection with the rectification of defects, in particular for dismantling, assembly, travel, freight, packaging, insurance, customs duties and other public charges, tests and technical inspections shall be borne by the Seller.

10.5 Unless otherwise agreed in writing, the Buyer's claims for defects shall expire 24 months after the transfer of risk.

10.6 If and as long as services cannot be used in accordance with the contract as a result of supplementary performance work by the seller, the warranty period and the duration of this interruption shall be extended. For services repaired and or replaced under warranty, the limitation period begins anew upon acceptance of the repair or replacement service, but for no longer than five years from the transfer of risk.

11 Product liability/insurance cover

11.1 If claims for damages are asserted against us by third parties due to product damage for which the seller is responsible, the seller shall indemnify us on first demand against all third-party claims, including the costs necessary to defend against such claims, if the cause lies within the seller's sphere of control and organization.

11.2 If we have to carry out a recall campaign due to a case of damage within the meaning of § 11 para. 1, the seller shall be obliged to reimburse us for all expenses arising from or in connection with the recall campaign carried out by us. We shall, insofar as it is possible and reasonable in terms of time, inform the seller of the content and scope of the recall campaign and give him the opportunity to comment. Further legal claims to which we are entitled remain unaffected by this.

11.3 The seller is obliged to take out and maintain product liability insurance with an appropriate amount of cover per personal injury/property damage for the goods (the fixing of the amount of cover depends on the respective product and is to be determined individually). Further statutory claims to which we are entitled remain unaffected by this.

11.4 If claims are asserted against us by a third party because the Seller's delivery infringes a statutory property right of the third party, the Seller undertakes to indemnify us against these claims upon first request, including all necessary expenses incurred by us in connection with the claim by the third party and its defense. We are not entitled to recognize the claims of the third party and/or conclude agreements with the third party regarding these claims without the written consent of the seller. The limitation period for these indemnification claims is three years, calculated from our knowledge of the claim by the third party, but at the latest after 10 years from delivery of the goods.

12 Assignment of claims

We are entitled to assign all claims arising from the contractual relationship to third parties without the seller's consent. The seller is not entitled to assign claims arising from the contractual relationship to third parties without our prior written consent.

13 Copyrights

The Seller warrants that no third-party rights are infringed in connection with the fulfillment of the orders. In the event of any claims by third parties, the Seller shall indemnify us against all such claims upon first written request. The obligation to indemnify relates to all expenses necessarily incurred by us from and/or in connection with such claims.

14 Final provisions

14.1 If the Seller is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between b-plus and the Seller shall be Deggendorf or the Sellers registered office, at b-plus's discretion. In such cases, however, Deggendorf shall be the exclusive place of jurisdiction for legal action against b-plus. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

14.2 The relationship between b-plus and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply.

14.3 Insofar as the contract or these General Terms and Conditions of Purchase contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Purchase if they had been aware of the loophole.