

DAIMLER TRUCK

Terms and Conditions for the Sale of Used Vehicles (Direct Business)

The following terms and conditions apply to the sale of used vehicles (referred to as the "Object of Purchase") by the Seller in its own name

I. Purchase Agreement/Transfer of Rights and Obligations

1. The Buyer shall be bound by the order for up to 2 weeks. The purchase agreement is concluded as soon as the Seller confirms acceptance of the order for the Object of Purchase in writing by the aforementioned deadline, or the delivery is carried out. The Seller is however required to notify the Buyer without undue delay if it does not accept the order.

In writing or written form within the meaning of these Terms and Conditions of Sale includes electronic signature.

2. Rights and obligations arising from the purchase agreement may only be transferred with the prior written consent of the Seller. This does not apply to a claim for money of the Buyer against the Seller. For other claims of the Buyer against the Seller, the prior written consent of the Seller is not required if the Seller has no interest worth protecting in an exclusion of assignment or if legitimate interests of the Buyer in an assignment of the right outweigh the Seller's interest worth protecting in an exclusion of assignment. In the event of a breach or an attempted breach of this provision, the Seller may withdraw from the contract without notice by informing the Buyer in writing of this withdrawal.
3. Any General Terms and Conditions of Business of the Buyer shall not apply, even if they are not explicitly rejected by the Seller.

II. Prices

1. The price of the Object of Purchase applies from the location of the Object of Purchase.
2. Agreed ancillary services and expenses paid for the Buyer by agreement shall be borne by the Buyer unless otherwise agreed.

III. Payment/Settlement

1. Payment of the purchase price, the prices for ancillary services and expenses paid shall fall due upon the handover of the Object of Purchase or the transmission of the invoice. The purchase price, the costs of ancillary services and incurred costs can be paid for in cash up to an amount of 9,999 EUR incl. VAT. The remaining amount shall be paid cashlessly. By way of derogation, the seller can on a case-by-case basis refuse a cash payment of an amount below the above-stated cash limit if, within a period of less than 30 days, the purchaser effects other purchases or places other orders with the seller, which in total exceed the amount of 9,999 EUR incl. VAT.
2. The Buyer may only offset against the Seller's claims if the Buyer's counterclaim is undisputed or a legally

binding ruling has been issued. This does not include counterclaims on the part of the Buyer arising from the same purchase agreement. The Buyer may only assert a right of retention if it is based on claims arising from the same contractual relationship.

IV. Delivery and Delayed Delivery

1. Delivery deadlines and periods, which may be agreed on a binding or non-binding basis, must be stated in writing. Delivery periods commence upon the conclusion of the contract.
2. The Buyer may demand delivery from the seller 2 weeks after a non-binding delivery deadline or period has passed. The receipt of the demand places the Seller in default unless the delay is not the Seller's fault. If the Buyer has a claim to damages caused by default, this shall be limited to no more than 5% of the agreed purchase price in the event of slight negligence on the part of the Seller.
3. If the Buyer also wants to withdraw from the contract and/or demand compensation for damages in lieu of performance, he/she must give the Seller a reasonable deadline for delivery following the expiry of the relevant deadline pursuant to Paragraph 2 Sentence 1 of this Section. If the Buyer has a claim to compensation for damages in lieu of performance, said claim shall be limited to no more than 10% of the agreed purchase price in the event of slight negligence. If the Buyer is a legal entity or a special fund under public law, or a businessperson fulfilling his/her commercial or independent professional duties by concluding the purchase agreement, claims for damages shall be excluded in the event of slight negligence.

If the Buyer coincidentally becomes unable to carry out the delivery while he/she is in default, he/she shall be liable subject to the limits on liability specified above. The Seller shall not be liable if the damages would also have been incurred had delivery been made promptly.

4. If a binding delivery deadline or period is exceeded, the Seller shall already be in default as soon as the deadline passes or period expires. In this case the Buyer's rights shall be determined by Paragraph 2 Sentence 3 and Paragraph 3 of this Section.
5. The limits on and exclusions of liability specified by this Section do not apply to damages resulting from the grossly negligent or wilful breach of obligations on the part of the Seller, its legal representatives or its vicarious agents, or in the event of injury to life, limb or health.
6. Force majeure or disruptions to the operations of the Seller or its suppliers that temporarily prevent the Seller through no fault of his/her own from delivering

the Object of Purpose by the agreed deadline or within the agreed period shall set the deadlines and periods specified by Paragraphs 1 through 4 of this Section back by the duration of the disruptions resulting from these circumstances. The Buyer may withdraw from the contract if corresponding disruptions postpone performance by more than four months. This shall not affect any other rights of withdrawal.

V. Acceptance

1. The Buyer is obliged to take receipt of the Object of Purchase within 8 days of receiving notification that it is ready for acceptance. In the event of failure to accept, the Seller may exercise his/her statutory rights.
2. If the Seller demands compensation for damages, this shall amount to 10% of the agreed purchase price excluding VAT. The amount of damages is to be set higher or lower if the Seller can prove that more substantial damages were incurred or if the Buyer can prove that less substantial damages or no damages at all were incurred.

VI. Retention of Title

1. The Object of Purchase shall remain the property of the Seller until the claims accruing to the Seller on the basis of the purchase agreement have been settled. If the Buyer is a legal entity or a special fund under public law, or a businessperson fulfilling his/her commercial or independent professional duties by concluding the purchase agreement, the retention of title shall remain in effect for the Seller's claims against the Buyer in connection with the ongoing business relationship until the claims relating to the purchase have been settled. The Seller must waive his/her right to retain title at the Buyer's request if the Buyer has indisputably settled all claims relating to the Object of Purchase and there is sufficient collateral to cover the remaining claims arising from the ongoing business relationship.

The Seller shall have the right to hold Part II of the registration certificate for the duration of the right to retain title.

2. If the Buyer does not pay the purchase price and the prices for ancillary services, or fails to pay the same in accordance with the terms of the contract, the Seller may withdraw from the contract and/or demand compensation for damages in lieu of performance in the event of a culpable breach of the Buyer's obligations if he/she has given the Buyer a reasonable deadline for payment that has not been met, unless the setting of a deadline is superfluous in accordance with statutory provisions. If the Seller demands compensation for damages in lieu of performance and retakes possession of the Object of Purchase, the Seller and the Buyer agree that the Seller shall pay the Buyer the market value of the Object of Purchase at the time of repossession. At the Buyer's request, which must be expressed immediately following the repossession of the Object of Purchase, a publicly appointed and certified expert chosen by the Buyer (such as Deutscher Automobil Treuhand GmbH (DAT)) may determine the market value.

The Buyer shall bear the necessary costs associated with repossessing and reselling the Object of Purchase. The reselling costs amount to 5% of the proceeds of resale, without substantiation. They are to be set higher or lower if the Seller can substantiate higher costs or the Buyer can substantiate that lower costs or no costs at all have been incurred.

3. The Buyer may not dispose of the Object of Purchase or grant use thereof to third parties by contract for as long as the retention of title is in effect.

VII. Liability for Material and Legal Defects

1. If the Buyer is a consumer within the meaning of Section 13 of the German Civil Code, a reduction of the two-year limitation period for material and legal defects to not less than one year from delivery of the purchased item to the Buyer can only be effectively agreed if the Buyer is specifically informed of the reduction of the limitation period before submitting its contractual declaration and the reduction is expressly and separately agreed in the contract.

The provisions of this section shall not apply to material and legal defects in goods with digital elements, but the statutory provisions shall apply to the aforementioned digital elements.

2. In derogation therefrom, commercial vehicles regardless of the form of registration, and all kinds of trailers and semi-trailers, are sold subject to the exclusion of any liability for defects if the Buyer is a legal entity or a special fund under public law, or a businessperson fulfilling his/her commercial or independent professional duties by concluding the purchase agreement.

This exclusion of liability for defects does not apply to damages stemming from the grossly negligent or wilful breach of the obligations of the Seller, its legal representatives or its vicarious agents as well as in the event of injury to life, limb or health.

3. If the Seller is liable for damages resulting from slight negligence in accordance with statutory provisions, said liability shall be limited:

Liability only applies to breaches of material contractual obligations such as those imposed by the purchase agreement on the Seller in accordance with its content and purpose or whose fulfilment makes the proper execution of the purchase agreement possible in the first place, and compliance with which the Buyer relies on and can reasonably expect to rely on. Said liability shall be limited to the typical damages foreseeable at the time that the contract is concluded.

The personal liability of the Seller's legal representatives, vicarious agents and employees for damages incurred as a result of their slight negligence shall be excluded. This does not apply to damages stemming from the grossly negligent or wilful breach of the obligations of the Seller, its legal representatives or its vicarious agents as well as in the event of injury to life, limb or health.

4. Regardless of any fault on the part of the Seller, any liability on the part of the Seller due to the malicious concealment of a defect, the assumption of a guarantee or procurement risk, or in accordance with the German Product Liability Act, shall remain unaffected.

5. If a defect is to be remedied, the following shall apply:
 - a. The Buyer must assert claims due to defects against the Seller. In cases in which claims are asserted verbally, written confirmation of the receipt of the notification is to be provided to the Buyer.
 - b. If the Object of Purchase becomes inoperable as a result of a defect, the Buyer may, with the Seller's consent, contact the nearest entity to the inoperable Object of Purchase that is open and recognized by the relevant manufacturer for the provision of support services for the Object of Purchase provided the inoperable Object of Purchase is located more than 50 km away from the Seller.
 - c. Until the deadline for expiry for the Object of Purchase passes, the Buyer may assert claims for defects relating to the parts installed for the purpose of remedying defects on the basis of the purchase agreement. Replaced parts become the property of the Seller.

VIII. Liability for Other Claims

1. All other claims on the part of the Buyer that are not governed by Section VII. "Liability for Material and Legal Defects" shall expire when the regular deadline for expiry is reached.
2. Liability for delayed delivery is governed exhaustively by Section IV "Delivery and Delayed Delivery". The provisions of Paragraphs 3 and 4 of Section VII "Liability for Material and Legal Defects" apply *mutatis mutandis* to any other claims for damages against the Seller.
3. If the Buyer is a consumer within the meaning of § 13 German Civil Code and the subject matter of the contract also includes the provision of digital content or digital services, whereby the Object of Sale can also fulfill its function without these digital products or services, the statutory provisions of §§ 327 et seq. German Civil Code shall apply to this digital content or digital services.

IX. Place of Performance, Jurisdiction and Applicable Law

1. The place of performance for the delivery of the Object of Purchase is the Seller's facility as specified in the purchase agreement.
2. If the Buyer is a businessperson, the courts governing the Seller's registered office shall have sole jurisdiction for all present and future claims stemming from or relating to this contractual relationship. The Seller shall also be entitled to file a lawsuit at the location of the Buyer's registered office.
3. The same place of jurisdiction applies if the Buyer has no general domestic place of jurisdiction, if he/she relocates his/her place of residence or habitual abode to a domestic location after concluding the contract, or if his/her place of residence or habitual abode is not known at the time that the lawsuit is filed. In all other cases, the Buyer's place of residence shall qualify as the place of jurisdiction for the Seller's claims against the Buyer.
4. The United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 shall not apply.

X. Notice Pursuant to Sec. 36 of the German Consumer Dispute Resolution Act (CDRA)

The Seller will not participate in a dispute resolution process before a consumer arbitration board in accordance with the CDRA, nor is he/she obliged to do so.