

General Terms and Conditions of the CAT Group Germany

§ 1

General principles/Scope of application

1.

These General Terms and Conditions (hereinafter also referred to as GTC) apply to all current and future business relationships with customers of the CAT Group Germany.

These include:

- CAT GmbH
- CAT Automobillogistik Essen GmbH
- CAT Car Terminal GmbH
- CAT Automobillogistik GmbH & Co KG
- CAT Süd GmbH
- CAT Recontec GmbH
- CAT Germany GmbH.

In addition, these General Terms and Conditions apply to business relationships with affiliated companies (Sections 15 et seq. of the German Stock Corporation Act - *AktienG*) of the aforementioned companies currently belonging to the CAT Group.

These General Terms and Conditions shall also apply if a company of the CAT Group (hereinafter referred to as CAT) does not refer the customer to the General Terms and Conditions again in subsequent transactions.

General terms and conditions of the customer shall only become part of the contract if CAT has expressly consented to their application. This requirement of consent shall apply in any case, for example even if CAT carries out the delivery to the customer without reservation in the knowledge of the customer's general terms and conditions. This shall apply even if CAT is aware of them or if CAT does not expressly object to their application.

2

The GTC apply to traders and legal entities under public law, as well as to special funds under public law. Traders within the meaning of the GTC are natural or legal persons or partnerships with legal capacity with whom business relationships are entered into and who act in the exercise of their trade, business or profession.

3

In case of doubt, the incoterms in the respective valid version are decisive for the interpretation of trade terms.

4

The German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017) shall take precedence for all Freight Forwarding Contracts (*Verkehrsverträge*) and other typical services pertaining to the freight forwarding business that fall within the scope of the ADSp 2017 according to Section 2 of the ADSp 2017. In addition, the provisions in these GTC shall apply to such Freight Forwarding Contracts. In addition, the provisions in these GTC apply to contracts that do not fall within the scope of ADSp 2017. The ADSp 2017 are available on the website www.cat-automobillogistik.de. CAT will provide the customer with a text on request.

5

CAT reserves the right to amend and supplement these GTC unilaterally without informing the contractual partners separately. The currently valid version published on the website www.cat-automobillogistik.de shall apply.

§ 2

Liability for Freight Forwarding Contracts

In the case of Freight Forwarding Contracts, unless mandatory statutory provisions or international agreements take precedence, CAT's liability shall be governed by the ADSp 2017 on the basis of the above provisions. Section 23 of the ADSp 2017 limit the statutory liability for damage to goods in accordance with Section 431 German Commercial Code (*HGB*) to 8.33 SDR/KG and to € 1.25 million per claim or to € 2.5 million per claim event, but at least 2 SDR/KG. In the case of multimodal transport including sea transport liability is limited to 2 SDR/KG if the

place of damage is unknown. If the place of damage is known, liability is determined in accordance with Section 452 a HGB, taking into account the exclusions and limitations of liability in the ADSp 2017. In the case of Freight Forwarding Contracts which are subject to carriage of goods by sea and cross-border transportation, liability for damage to goods is limited to the maximum liability amount stipulated by law for this carriage. For damage other than to goods, with the exception of damage in the case of ordered warehousing, personal injury or damage to third-party goods, liability is limited to three times the amount that would have been payable if the goods had been lost.

In the case of ordered warehousing, liability under Section 24 ADSp 2017 is limited in accordance with Section 431 (1), (2) and (4) HGB to 8.33 SDR for each kilogramme, but to a maximum of € 35,000.00 per claim and - with the exception of personal injury and damage to third-party goods - to € 2.5 million per damaging event, irrespective of the number of claims arising from a damaging event.

In the event that the limitations of liability regulated in the ADSp 2017 do not apply or are ineffective, CAT shall be liable in accordance with § 12 of these General Terms and Conditions, insofar as no further liability arises from mandatory statutory provisions, even in the case of Freight Forwarding Contracts only in the event of intent and gross negligence. In the event of simple negligence, CAT shall only be liable, subject to a milder standard of liability in accordance with statutory provisions (e.g. for care in its own affairs),

- a. for damages resulting from injury to life, limb or health,
- b. for damages arising from the not insignificant breach of a material contractual obligation (an obligation whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the contractual partner regularly relies and may rely); in this case, however, CAT's liability is limited to compensation for foreseeable, typically occurring damages in accordance with the provision under § 12 of these GTC.

§ 3

Duty to safeguard interests and due diligence

CAT safeguards the interests of the customer and performs its activities and services with the diligence of a prudent businessman.

§ 4

Offer and conclusion of contract

1 .

Offers from CAT are always conditional and non-binding.

2 .

By placing an order, the customer makes a binding declaration that he wishes to conclude a contract. Unless otherwise stated in the order, CAT is entitled to accept the contractual offer contained in the order within two weeks of receipt. Acceptance may be made expressly by written order confirmation or by execution of the order.

3 .

Individual agreements made with the customer in individual cases (including side agreements, supplements and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or CAT's written confirmation shall be decisive for the content of such agreements.

§ 5

Prices and payment

1.

Unless otherwise agreed, prices are in euros. Value added tax at the respective statutory rate shall be added to the prices.

2.

Unless otherwise agreed in individual cases, invoices are due for payment immediately without deduction. CAT is entitled at any time, even in an ongoing business relationship, to perform a service in whole or in part only against advance payment. A corresponding reservation must be made at the latest with the order confirmation.

3.

If there are several receivables due, CAT reserves the right to use a payment, instalment or advance payment by the customer first to pay off the receivables that offers the least security, to pay off the older receivables if there are several receivables of equal security, and to pay off the older receivables proportionately if there are receivables of equal age.

The customer shall only have a right of set-off if his counterclaims have been legally established or recognised by CAT. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship. The customer's claims for defects in accordance with § 11 of these GTC remain unaffected.

4.

Default in payment shall be governed by the statutory provisions, with the proviso that the customer shall be in default by means of a reminder after the due date or, without further requirements, by non-performance within 14 days of the due date and receipt of the invoice. During the period of default, the customer shall pay interest on the debt at a rate of 8% above the base rate. CAT reserves the right to prove and assert higher damages.

5.

Bills of exchange, cheques and other securities shall only be accepted on account of payment and subject to prior written agreement. All costs associated with the acceptance (e.g. collection and discount charges) must be reimbursed by the customer without delay. The term of bills of exchange is limited to 90 days from the invoice date.

6.

CAT's payment claims are statute-barred after five years.

7.

Agreements on prices and services always refer only to the contractually agreed scope and to an essentially unchanged volume of goods, orders or quantities. They assume unchanged data processing requirements, quality agreements and procedural instructions on the one hand and unchanged energy and personnel costs and public charges on the other.

8.

If the conditions described in Section 7 of this paragraph change, both contracting parties may request negotiations on a contract adjustment with effect from the first of the month

following the request for adjustment, unless the changes were known to the contracting party requesting the contract adjustment at the time the contract was concluded. The contract adjustment must be based on proven changes, including the rationalisation effects.

9.

If the contracting parties fail to reach an agreement within a period of 1 month after the contract adjustment has been requested, the contract may be terminated by either party subject to a notice period of 1 month for a contract term of up to 1 year or a notice period of 3 months for a longer term. This termination can only be declared in writing within one month after the failure of the contract adjustment.

§ 6

Cost estimate and preliminary work

1.

If the customer wishes a binding price quotation, a cost estimate is required. In this estimate, the services and the materials and external services required for the service are listed individually and labelled with the respective price. CAT shall be bound by this cost estimate for a period of four weeks after its submission.

2.

Cost estimates are subject to a charge.

3.

If an order is placed on the basis of a cost estimate, the costs for preparing the cost estimate shall be offset against the order invoice.

§ 7

Completion, delivery and performance dates

1.

The dates of completion, delivery and performance are set out in the contractual agreements. Binding dates or deadlines require CAT's written confirmation to be effective. Compliance with the completion, delivery and performance dates requires that the customer fulfils his contractual obligations and duties as agreed. If this is not the case,

the time for performance shall be reasonably extended, unless CAT is responsible for the delay.

2.

Compliance with the completion, delivery and performance dates is subject to correct and timely delivery to CAT by its own suppliers or subcontractors. This shall only apply in the event that CAT or its supplier is not responsible for the non-delivery, in particular if a congruent covering transaction has been concluded with its supplier. CAT shall inform the customer immediately of the non-availability of a service and at the same time inform the customer of the expected new completion, delivery and performance dates. If the dates are not foreseeable or if the performance is not possible within the new deadlines, CAT shall be entitled to withdraw from the contract in whole or in part. Any consideration already paid shall be refunded immediately.

3.

Completion, delivery and performance dates shall be postponed or extended appropriately if CAT is prevented from rendering its services on time due to force majeure, labour disputes or other circumstances for which it is not responsible. This shall also apply if such circumstances occur at CAT's suppliers. CAT shall not be liable for any damages arising from such circumstances on any legal grounds whatsoever. If the hindrance lasts longer than 3 months, the customer is entitled, after setting a reasonable grace period, to withdraw from the part of the contract that has not yet been fulfilled. In this case, the customer shall not be entitled to claim damages.

4.

If the customer incurs damage due to a delay in delivery for which CAT is responsible, the statutory provisions shall apply. If CAT has to pay compensation for damages thereunder, this shall be limited in amount to 0.5 % for each full week of delay, but in total to a maximum of 5% of the value of that part of the service which cannot be used on time or in accordance with the contract as a result of the delay. Further claims in excess of this are excluded. The above restrictions shall not apply if CAT is liable in cases of intent, gross negligence or injury to life limb or health under mandatory law.

5.

CAT is entitled to make partial deliveries and render partial services at any time, unless the partial fulfilment of the contract is of no interest to the customer.

§ 8

Retention of title

1.

All goods and materials used by CAT to fulfil the contract shall remain CAT's property until full payment of all claims to which CAT is entitled under the business relationship with the customer, including all current account balance claims. If the value of all security interests to which CAT is entitled under this clause exceeds the amount of all secured claims by more than 20%, CAT shall release a corresponding part of the security interests at customer's request.

2.

In the event of the attachment of goods subject to retention of title or of other intervention by third parties, the customer shall draw attention to CAT's ownership and notify CAT immediately. Furthermore, the customer shall bear all costs necessary for the cancellation of the attachment, in particular by means of a third-party action against seizure, and for the recovery of the goods.

3.

In the event of breach of contract by the customer, in particular default in payment, CAT shall be entitled to take back the goods subject to retention of title. The customer is obliged to surrender the goods. In order to collect the goods, CAT is authorised to enter the customer's business premises or other premises where the goods subject to retention of title are located. The taking back or assertion of the retention of title or seizure of the delivered goods by CAT does not constitute a withdrawal from the contract, unless CAT has expressly declared this. CAT shall be entitled, after prior warning, to utilise the goods subject to retention of title which have been taken back and to satisfy its claims from the proceeds thereof by offsetting the outstanding claim.

4.

The goods delivered subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims.

5.

The customer assigns all claims against third parties arising from the resale of the goods or products to CAT as security. CAT accepts the assignment.

The customer remains authorised to collect such claims. CAT undertakes not to collect such claims and not to disclose the assignment of the claims as long as the customer fulfils its payment obligations to CAT.

§ 9

Lien

1.

CAT is entitled to a contractual lien on the goods in its possession as a result of the order due to its claim arising from the order.

The contractual lien may also be asserted for claims arising from work carried out earlier, deliveries of spare parts and other services, insofar as they are connected with the subject matter of the order. The contractual lien shall only apply to other claims arising from the business relationship insofar as these are undisputed or a legally binding title exists and the goods belong to the customer.

2.

The period of one month stipulated in Section 1234 German Civil Code (*BGB*) shall be replaced by a period of two weeks in all cases.

3.

If the customer is in default, CAT may, after issuing a warning of sale, sell at a market price such quantity of the goods in its possession as it deems necessary to satisfy its claims.

4.

In all cases, CAT may charge a sales commission on the net proceeds at the customary local rates for the sale of pledges or self-help sales.

§ 10

Packaging and dispatch

1.

Goods handed over to CAT for processing or storage shall only be dispatched on the basis of a special agreement and at the customer's risk.

2.

Unless otherwise agreed, the costs for shipping, payment transactions and customs duties shall be invoiced separately to the customer. CAT may, at its discretion, charge either a flat rate or the actual costs. The flat rate is 5% of the gross invoice amount. The customer is entitled to prove lower costs to CAT.

The type of packaging and the mode of dispatch shall be selected by CAT at its due discretion.

3.

Insurance against transport damage shall only be taken out at the special request of the customer. The costs of this insurance shall be invoiced separately to the customer.

§ 11

Claims of the customer due to defects

1.

The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title, unless otherwise specified below.

2.

CAT's liability for defects is primarily based on the agreement reached on the nature and quality of the service. In principle, only CAT's service description is agreed as the nature and quality. Public statements, recommendations or advertising do not constitute a contractual statement of nature and quality. The customer does not receive any guarantees in the legal sense. Insofar as the nature and quality has not been agreed, it is to be judged in accordance with the statutory provisions whether a defect exists or not.

3.

CAT shall initially provide warranty for defects at its discretion by subsequent performance by repair or replacement (*Nacherfüllung*). If the subsequent performance fails, the customer may, at his discretion, demand a reduction of the remuneration (*Minderung*) or withdrawal from the contract (*Rücktritt*) or compensation within the scope of the limitations of liability (§ 12 of these GTC). However, in the event of a minor breach of contract, in particular only a minor defect, the customer shall not be entitled to withdraw from the contract.

4.

Obvious defects must be reported in writing immediately, at the latest within one week of receipt. If this notification is not made, the assertion of claims for defects shall be excluded. Timely despatch is sufficient to meet the deadline. The customer must provide complete proof with regard to all prerequisites for claims, in particular with regard to the defect itself, the time of discovery of the defect and the timeliness of the notification of defects.

5.

If CAT is not responsible for the breach of duty resulting from a defect, the customer is not entitled to withdraw from the contract.

6.

Liability for normal wear and tear and damage caused by unsuitable or improper use is excluded.

7.

CAT provides no warranty for defects in objects and equipment which are merely made available to it by the customer for installation or which are obtained from third parties on the customer's instructions. This applies in particular to radios, loudspeakers, hands-free equipment and navigation systems. In this respect, claims for defects shall only exist if CAT has carried out a defective installation or if the defect in the objects and equipment was culpably caused by CAT.

8.

If CAT procures an expert, CAT shall not be liable for any defects in the expert's report. It only owes the customer a proper selection of the expert. There are no monitoring obligations.

9.

The general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

This limitation period shall also apply to contractual and non-contractual claims for damages by the customer that are based on a defect, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) will lead to a shorter limitation period

in individual cases. However, claims for damages by the customer in accordance with § 12 Section 2 of these GTC and the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 12

Liability

1.

Unless otherwise provided for in these GTC, including the following provisions, CAT shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

2.

CAT shall be liable for damages - irrespective of the legal grounds - in cases of intent and gross negligence. In the event of simple negligence, CAT shall only be liable, subject to a milder standard of liability in accordance with statutory provisions (e.g. for care in its own affairs)

- a. for damages resulting from injury to life, limb or health,
- b. for damages arising from the not insignificant breach of a material contractual obligation (an obligation whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the contractual partner regularly relies and may rely); in this case, however, CAT's liability is limited to compensation for foreseeable, typically occurring damages.

3.

The limitations of liability resulting from Section 2 of this paragraph shall also apply to breaches of duty by or in favour of persons for whose fault CAT is responsible under statutory provisions. They shall not apply if CAT has fraudulently concealed a defect or has assumed a guarantee for the quality of the service and for claims of the customer under the Product Liability Act.

4.

The customer may only withdraw from or cancel the contract due to a breach of duty that does not consist of a defect if CAT is at fault for the breach of duty. A free right of cancellation

of the customer (in particular according to §§ 651, 649 BGB) is excluded. Beyond, the statutory requirements and legal consequences apply.

§ 13

Special regulations for warehousing

1.

If CAT stores goods for the customer within the scope of an order that is not initially subject to the ADSp 2017 in accordance with the provision under § 1 Section 4 of these GTC, the provisions of the ADSp 2017 shall apply to this storage contract.

2.

In particular, the limitation of liability according to Section 24 ADSp 2017 applies. In the case of ordered warehousing, liability under Section 24 ADSp 2017 is limited in accordance with Section 431 (1), (2) and (4) HGB to 8.33 SDR for each kilogramme, but to a maximum of € 35,000.00 per claim and - with the exception of personal injury and damage to third-party goods - to € 2.5 million per damaging event, irrespective of the number of claims arising from a damaging event.

§ 14

Final provisions

1 .

The law of the Federal Republic of Germany shall apply exclusively.

2 .

The exclusive place of jurisdiction for all disputes arising from this contract is Osnabrück. However, CAT shall be entitled to sue the customer at the place of its registered office or commercial establishment.

3 .

Should individual provisions of the contract with the customer, including these GTC, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.