

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF ROS ROCA SAU

§1 General

1 DEFINITIONS AND INTERPRETATION

1.1

1.2 In these General Terms and Conditions, the capitalized terms shall have the following meaning:

ROS ROCA:	the private company Ros Roca SAU with Tax number A25014382, Contractor of the Agreement.
General Terms and Conditions:	the general terms and conditions of delivery and payment of ROS ROCA.
Third Party Terms and Conditions:	the general terms and conditions of the supplier/suppliers of ROS ROCA in the context of the performance of the Agreement as detailed in the Agreement.
Services:	the services to be provided by or on behalf of ROS ROCA under the Agreement.
Distributor:	the natural or legal person ROS ROCA has concluded a distribution agreement with, under which this natural or legal person is entitled to sell, ROS ROCA Serviceportal to third parties for its own account.
Client:	the other party to the Agreement with ROS ROCA.
Agreement:	the written agreement between the Parties concerning the manufacture and/or the sale and delivery of Vehicles and/or Products and/or the provision of Services.
Parties:	the Client and ROS ROCA, jointly or individually.

Products:	the products to be manufactured and/or sold and to be delivered by or on behalf of ROS ROCA as described in the Agreement, other than Vehicles.
Results:	the results of the provision of a Service by or on behalf of ROS ROCA.
ROS ROCA Serviceportal	means every combination of services and software thus referred to by ROS ROCA, offered by ROS ROCA to the Client as a Service.
Services	the services to be provided by ROS ROCA under the Agreement.
TERBERG Connect	a ROS ROCA Serviceportal for the monitoring of Vehicles;
Vehicles:	the vehicles to be manufactured, processed and/or sold and delivered by or on behalf of ROS ROCA, as described in the Agreement.

- 1.3 Unless otherwise provided in the General Terms and Conditions or in the Agreement:
- All references to the singular shall mean the plural and vice versa;
 - the terms and data stated in the General Terms and Conditions and in the Agreement are indicative.
- 1.4 In the event of a conflict between the provisions of the General Terms and Conditions, the Agreement and any Third Party Terms and Conditions, the documents shall in principle have the following priority: the Agreement, the General Terms and Conditions, the Third Party Terms and Conditions. In the event that the Third Party Terms and Conditions contain a more favourable clause for ROS ROCA in respect of a particular subject than the General Terms and Conditions, ROS ROCA may invoke this more favourable clause.
- 1.5 In the event that a translation of the General Terms and Conditions is used in a language other than the English language, the English version shall prevail or be the starting point respectively in case of a conflict between the provisions of the English General Terms and Conditions and the translation thereof or in the event of interpretation issues in the translation.
- 1.6 The rights and claims of the Client included in the General Terms and Conditions and in the Agreement, exclude to the extent legally possible the rights and claims the Client has against ROS ROCA under the law in case of an attributable breach, non-compliance or for any other reason.

2 APPLICABILITY

- 2.1 The General Terms and Conditions apply to the Agreement, our offers, quotations, transactions, other agreements and all resulting obligations. They also apply to all subsequent offers, quotations, transactions and agreements made to, or concluded respectively, with the same other party, irrespective of whether they are related to, or follow on from, existing quotations or agreements concluded.
- 2.2 ROS ROCA expressly rejects any reference by the Client to, and therefore also the application of, any general (purchase) conditions or clauses from the Client, under whatever name.
- 2.3 When the General Terms and Conditions are amended, the amended version of the General Terms and Conditions shall apply to all Agreements between ROS ROCA and Client concluded after the moment that the amended version of the General Terms and Conditions have entered into force.
- 2.4 In the event that one or more provisions of the General Terms and Conditions are or will be void or annulled, the other provisions shall continue in full force and effect. The Parties then will consult to agree on replacing the provisions that are void or annulled or have been voided or annulled, with new provisions, taking into consideration, to the extent possible, the purpose and intent of the original provision.

3 QUOTATIONS

- 3.1 Offers and quotations are without obligation and must always be considered as a whole.
- 3.2 Each offer made by ROS ROCA is based on the performance of the Agreement by ROS ROCA or third parties engaged by ROS ROCA, under normal circumstances and during normal working hours.
- 3.3 When preparing the quotation, ROS ROCA may assume that the information provided by the Client is correct and that it can base its quotation on this information.

4 FORMATION OF THE AGREEMENT

- 4.1 The Agreement is concluded at the moment:
 - a. that an order from the Client has been confirmed in writing by a person authorized to do so by ROS ROCA.
 - b. when ROS ROCA has requested the Client to return a signed copy of the order confirmation to ROS ROCA, as proof of agreement, and this has not been effected within seven (7) calendar days of the date of dispatch and ROS ROCA has not received a written statement

to the effect that the Client does not allow ROS ROCA to commence performance of the Agreement and ROS ROCA actually performs the Agreement.

- 4.2 If more than one Vehicle or Product is listed on one order this will be considered to be an order for each Vehicle or Product separately.
- 4.3 ROS ROCA reserves the right - even after confirmation of the order by ROS ROCA - to revoke acceptance of the order within five (5) working days, without being obliged to pay any compensation to the Client.
- 4.4 Additional and/or deviating clauses, agreements and arrangements shall only be deemed to have been agreed between the Parties if they have been expressly confirmed in writing by an authorized representative of ROS ROCA.

5 THIRD PARTY TERMS AND CONDITIONS

- 5.1 If ROS ROCA makes use of third parties in the performance of the Agreement, in whatever form, Third Party Terms and Conditions may also apply to the Agreement.
- 5.2 In the event that, in the context of the performance of the Agreement, parts are outsourced to third parties on the basis of Third Party Terms and Conditions that are more disadvantageous to ROS ROCA than the General Terms and Conditions, with regard to this outsourced part, the Client cannot enforce these stricter conditions against ROS ROCA.

6 PRICES

- 6.1 The prices to be paid by the Client for the Vehicles, the Products and/or the provision of the Services are stated in the Agreement. Unless agreed to the contrary in the Agreement, all prices are quoted EX WORKS on the basis of the Incoterms 2020. The prices are exclusive of value added tax and any other taxes or levies and/or government levies applicable to the (delivery of the) Products, unless expressly stated otherwise in writing.

7 PAYMENT

- 7.1 Unless expressly agreed otherwise in writing, if the Client collects the Products at ROS ROCA's location, payment shall be made immediately upon delivery, at the offices of ROS ROCA or in advance by payment into a bank account as specified by ROS ROCA. In all other cases, payment will be made within thirty (30) calendar days of the invoice date.
- 7.2 Any reliance of the Client on set-off and/or discount is excluded.

- 7.3 Any objections against the amount of an invoice submitted by ROS ROCA and/or the (manner of) performance of the Agreement by or on behalf of ROS ROCA does not entitle the Client to suspend its payment obligation.
- 7.4 ROS ROCA's full claim under the Agreement is immediately due and payable in full, if:
- a. a payment term has been exceeded by the Client;
 - b. if the Client applies for a (provisional) suspension of payment, if for the Client a (provisional) suspension of payment is applied for or if a (provisional) suspension of payment is granted to the Client;
 - c. if the Client files a petition for bankruptcy (*concurso de acreedores*) (including the request for a negotiation period under Spanish Insolvency Act), the bankruptcy (*concurso de acreedores*) of the Client is petitioned for, or if the Client is declared to be in bankrupt;
 - d. the Client is placed under guardianship;
 - e. assets of the Client are seized;
 - f. the Client fails to fulfil any obligation towards ROS ROCA;
 - g. the Client proceeds to discontinue, liquidate or transfer its business or a substantial part thereof. This also includes the event that the Client brings its business into a company, already existing or to be incorporated, or proceeds to change the objectives of its business.
- 7.5 ROS ROCA undertakes obligations on the assumption that the Client is sufficiently creditworthy. If it should turn out that the Client's financial situation, in ROS ROCA's opinion, involves risks, ROS ROCA may at any time cancel the order in question, unless the Client immediately upon request of ROS ROCA provides further security, to ROS ROCA's satisfaction. An irrevocable bank guarantee that can be called up immediately on request from a Spanish banking institution with a good reputation will in any case be considered to be sufficient security. The foregoing also applies if the Client has stipulated credit. In the event of a cancellation as referred to above, ROS ROCA shall not be obliged to pay any damages, for whatever reason.
- 7.6 This security must be such that ROS ROCA's claim and any interest and costs thereon must be adequately covered and that ROS ROCA will be able to realize it without any hindrance and without any difficulty. An irrevocable bank guarantee that can be called up immediately on request from a Spanish banking institution with a good reputation will in any case be considered to be sufficient security.
- 7.7 In the event of overdue payment, without a notice of default being required, the Client must immediately pay a contractual interest of 1% per month on the outstanding amount, from the due date of the payment term up to and including the payment date. A partially completed month is treated as a full month for the purpose of calculating interest.

- 7.8 Payments made by the Client shall firstly be applied to pay any interest and costs due, then to due and payable claims in respect of which no valid retention of title can be claimed and finally to invoice claims due that have been outstanding the longest. The above applies regardless of whether the Client states when making the payment that the settlement regards a particular (invoice) claim.
- 7.9 ROS ROCA shall be entitled to charge 200 euros as parking fee for each month the Products are not withdrawn from ROS ROCA facilities when applicable after the final invoice.
- 7.10 In the event that an amount has been paid on account and the product is not withdrawn and the order is cancelled, ROS ROCA will keep the entire amount in compensation for the damage caused, and may request additional amounts, justified, in the event that it considers that the amounts received are not sufficient.

8 PERFORMANCE OF THE AGREEMENT

- 8.1 ROS ROCA is entitled to determine the manner in which the agreed performance is carried out, as well as the location where and the time when the agreed performance by or on behalf of ROS ROCA will be carried out, unless the Parties expressly agree otherwise in writing.
- 8.2 If during the performance of the Agreement, it appears that minor deviations are necessary or desirable, ROS ROCA may adjust the Agreement accordingly. These deviations will be communicated to the Client to the extent possible. If the deviations are of such a nature that a price adjustment is indicated, this price adjustment will take place after consultation.
- 8.3 ROS ROCA reserves the right to change the construction design of the Vehicle and/or the Product without prior notice, provided that such a change does not affect the agreed function of the Vehicle and/or the Product. ROS ROCA also reserves the right to change the action plan for the provision of the Service without prior notice, provided that such a change does not affect the agreed Results desired by the Client.
- 8.4 Additional costs caused by changes to the contract after the order confirmation by ROS ROCA are entirely at the expense of the Client. In that case, the delivery time will be changed accordingly.
- 8.5 ROS ROCA's policy is aimed at continuous improvement and development of its products and services. Therefore, ROS ROCA reserves the right to make technical changes to the Vehicles, Products and/or Services, at any time and without reservation, without the Client being able to object to this and without the Client being able to assert claims of any kind whatsoever.

- 8.6 ROS ROCA is always entitled, without notification to the Client, to be assisted by third parties when carrying out the work and/or to have the work - in part - carried out by third parties. In the event that work is carried out by third parties engaged by ROS ROCA in the context of the performance of the Agreement, at the location of the Client or at a location indicated by the Client, the Client at its own expense and risk shall provide the facilities reasonably required by (the employees of) the third parties. In the event that, in the context of the performance of the Agreement, parts are outsourced to third parties on the basis of terms and conditions that are more strict than the General Terms and Conditions, with regard to this outsourced part, ROS ROCA can enforce these stricter conditions against the Client.
- 8.7 If ROS ROCA concludes the Agreement with two or more (legal) persons, each of these (legal) persons is jointly and severally liable for the complete fulfilment of the obligations arising from the Agreement for them.

9 WARRANTY CONDITIONS

- 9.1 ROS ROCA provides a warranty on its newly delivered Vehicles or Products delivered by ROS ROCA, for a maximum period of twelve (12) months of the date of handing over/delivery, with a maximum number of 2,000 operating hours from the date of handing over/delivery, whereby the first limit reached is decisive. This warranty applies only to the first purchaser/owner of the Vehicle or Products, which is the Client.
- 9.2 Unless expressly agreed otherwise in writing, no warranty is given on used Vehicles or Products delivered by ROS ROCA other than due to hidden defects at the time of delivery by or on behalf of ROS ROCA.
- 9.3 If a Product is delivered as described under Article 28, ROS ROCA warrants that the Product is sound for a period of six (6) months after such delivery.
- 9.4 When there is a concurrence between the purchase of a Vehicle and/or Product and/or its manufacture, the warranty period shall commence at the moment of delivery.
- 9.5 ROS ROCA gives no warranty for inspections, advice and similar services provided by it.
- 9.6 ROS ROCA only provides a warranty for defects that are exclusively caused by faulty manufacture, faulty construction or faulty material.
- 9.7 ROS ROCA does not give any warranty for defects that occur in, or are wholly or partly the result of:
- a. improper use, or use not in accordance with the nature and/or normal intended purpose of the Vehicle and/or Product;
 - b. natural wear, use of unsuitable fuels or lubricants and/or overload;
 - c. maintenance not performed or performed incorrectly by or on behalf of the Client;

- d. the application of any government regulation relating to the nature or quality of the materials used;
 - e. parts of the Vehicle and/or Product supplied to ROS ROCA by a third party, insofar as that third party has not provided ROS ROCA with a warranty or the warranty provided by the third party has expired;
 - f. cases in which the cause is not clear in ROS ROCA's opinion.
- 9.8 Any claim under the warranty shall lapse if changes have been made to the Vehicle and/or Product without ROS ROCA's written consent, which, in ROS ROCA's opinion, may affect its normal operation or reliability. The same applies if parts other than the parts supplied by ROS ROCA are fitted within the warranty period.
- 9.9 If the performance of the Agreement (partly) consists of the processing, installation and/or assembly of material supplied by the Client, ROS ROCA warrants only the soundness of the work carried out during the warranty period.
- 9.10 In the event of a warranty it is ROS ROCA's decision to determine whether repair or replacement will be carried out. The Client may not demand repair or replacement from ROS ROCA if the costs thereof are disproportionate to the Client's interest in repair rather than compensation.
- 9.11 The warranty does not extend beyond repair or replacement during normal working hours. All additional costs that exceed the several obligations as referred to in the previous paragraph will be charged to the Client. The Parties include under the foregoing, but not exclusively:
- a. costs of performing or simultaneously performing necessary maintenance, including those for the materials required;
 - b. costs of towing, use of fuel, lubricants, filters, costs for the transport of Products, import duties and travel- and accommodation costs of service engineers working outside Spanish territory;
 - c. costs for disassembly and assembly / installation.
- 9.12 With regard to the parts that are replaced - whether or not defective - the Client is obliged to transfer ownership to ROS ROCA.
- 9.13 In case of replacement of complete components ROS ROCA reserves the right to claim compensation for the time and/or kilometres that the defective component has lasted.
- 9.14 There is no new warranty period for replaced/repared (parts of) Vehicles and / or Products, on the understanding that only the remaining period can be claimed.
- 9.15 Costs of repairs outside Spain, which have been carried out with ROS ROCA's express written permission, shall be reimbursed up to, but not exceeding the costs that would have been incurred if ROS ROCA had carried out the repairs itself.

- 9.16 For all materials, including parts, purchased by ROS ROCA from third parties, the warranty given by ROS ROCA shall never exceed the warranty that ROS ROCA itself receives from its suppliers with respect to those materials.
- 9.17 A claim under the warranty does not suspend the (payment) obligations of the Client with regard to the goods delivered, the goods previously delivered or the goods yet to be delivered. The possible existence of warranty obligations of ROS ROCA also does not give the Client the right to defer payment.
- 9.18 In case of an order for repair, correction, replacement and/or delivery of whatever nature, ROS ROCA must be notified in writing in advance of any claim under the warranty or any warranty arrangements. The foregoing shall apply under penalty of forfeiture of all warranty claims for the Client.
- 9.19 The Client is obliged - under penalty of forfeiture of all warranty claims in this regard - to notify ROS ROCA, in writing and stating reasons, of any defect found in the Vehicle, the Product or the Results of the Service as soon as possible, but in any event within fourteen (14) calendar days after detection, or at least after the time at which that defect could reasonably have been detected.
- 9.20 No appeal can be made against a decision by ROS ROCA regarding the warranty.
- 9.21 The Client shall fully cooperate with ROS ROCA if ROS ROCA carries out work to fulfil its warranty obligations under this article.
- 9.22 The Client only has the authority to invoke any warranty after, in ROS ROCA's opinion, it has fulfilled all its obligations towards ROS ROCA in a proper manner.
- 9.23 No warranty is given for repair, overhaul and maintenance work and similar services performed by ROS ROCA outside the warranty.

10 LIABILITY

- 10.1 ROS ROCA's liability is limited to its warranty obligations as described in Article 9, except in the event of intent or deliberate recklessness on the part of ROS ROCA or its managerial employees.
- 10.2 If a more extensive liability is assumed, the following applies:
- a. for direct damage, ROS ROCA's maximum liability shall be the amount or amounts paid by ROS ROCA's insurer in the relevant case and if no payment is made, the invoice value of the Vehicle and/or the Product or Service that caused the damage claimed.
 - b. for damage other than direct damage, including but not limited to consequential damage, damage due to stoppage or delay in the business of the Client as a result of any defect in a delivered Vehicle, Product or Service or late delivery, ROS ROCA's liability is expressly

excluded and insofar as a more extensive liability is assumed, limited to the amount or amounts paid out by ROS ROCA's insurer in the relevant case and if no payment is made, the invoice value of the Vehicle and/or Product or Service that caused the damage claimed.

The limitations and exclusions of ROS ROCA's liability mentioned in this Article do not apply in the event of intent or deliberate recklessness on the part of ROS ROCA or its managerial employees.

- 10.3 If, as a result of a placed order, Vehicles and/or Products are cared for, driven, etc., and repaired at ROS ROCA, the condition always applies that ROS ROCA shall not be liable in any way for theft, loss, destruction or any damage whatsoever, except in so far as it appears that there is intent or deliberate recklessness on the part of ROS ROCA or its managerial employees.
- 10.4 The Client shall indemnify and hold ROS ROCA, its employees and/or any third parties engaged by ROS ROCA harmless against any claims from third parties for compensation for (alleged) damage incurred, caused by or otherwise related to the performance of their obligations under the Agreement, unless ROS ROCA, in case the damage would be incurred by the Client, could not invoke limitation of its liability.
- 10.5 In addition to Article 10.4 above, the Client is obliged to compensate all costs incurred by ROS ROCA as a result of a claim from a third party as referred to in the previous paragraph. The Parties include under the foregoing, but not exclusively, the costs incurred by ROS ROCA for legal assistance and the loss suffered by ROS ROCA. ROS ROCA shall inform the Client as soon as possible of any claim relating to the infringement of rights of a third party that is brought against ROS ROCA. At ROS ROCA's request, the Client shall take on the defence or settlement of the claim without any costs for ROS ROCA. Notwithstanding the foregoing, the Client shall, on behalf of ROS ROCA, reserve the right for ROS ROCA to participate independently or as an intervening party in the negotiations and/or proceedings, at the expense of the Client, in order to ensure the protection of its rights.
- 10.6 Without prejudice to the foregoing, the limitations and exclusions contained in this Article and all other limitations and exclusions of liability referred to in the Agreement and the General Terms and Conditions also apply in favour of all natural and legal persons ROS ROCA makes use of for the performance of the Agreement.
- 10.7 The Client can no longer invoke a defect in a Vehicle, a Product or in Results of a Service if it has not informed ROS ROCA in writing of the defect within fourteen (14) calendar days after discovering the defect or after it reasonably should have discovered the defect.

10.8 If the assembly and/or the installation of the Vehicle and/or Product is not part of the Agreement or another agreement between the Parties, but ROS ROCA does provide help and assistance of any nature whatsoever during assembly and/or installation, this shall be at the risk of the Client.

11 FORCE MAJEURE

11.1 Force majeure includes, but is not limited to:

- a. any unforeseeable interruption of regular business operations in ROS ROCA's company or in the company of a third party from which ROS ROCA procures goods or services;
- b. apparent changes since the conclusion of the Agreement in the actual circumstances which directly or indirectly affect the cost factors or delivery options;
- c. default and/or shortcomings, whether or not attributable, by or at the suppliers and/or subcontractors of ROS ROCA and/or carriers;
- d. fire, strikes or lockouts, machine breakdowns, roadblocks, work stoppages, epidemics, pandemics or any other civil emergency (such as COVID-19 or any mutation thereof) riots or uprising, war, terrorism, loss or theft of machinery and equipment, government measures, including export, import or transit restrictions, including but not limited to the consequences of Brexit;
- e. frost or other weather conditions and the consequences thereof affecting the performance of the Agreement by or on behalf of ROS ROCA; and
- f. all other circumstances which are of such a nature that it can no longer be demanded from ROS ROCA that it is bound under the Agreement.

12 OBLIGATIONS OF THE CLIENT

12.1 The Client shall ensure that ROS ROCA is provided in a timely, correct and complete manner, with all data, materials, information, procedures and instructions, which ROS ROCA indicates as required or, of which the Client should understand that they are required for the performance of the Agreement. If the information necessary for the performance of the Agreement is not provided to ROS ROCA in time, ROS ROCA has the right to suspend performance of the Agreement and/or to charge the Client the extra costs arising as a result of the delay, in accordance with the current rates.

12.2 In the event that ROS ROCA or the third parties engaged by it, work at a location designated by the Client, the Client guarantees that ROS ROCA or the third parties engaged by it:

- a. can carry out their work at the agreed times and as undisturbed as possible;

- b. have the necessary facilities at their disposal, such as an accessible place for parking and loading and/or unloading a delivery vehicle, water, electricity, gas, heating and a lockable dry storage space; and
 - c. are able to use all facilities prescribed by the Spanish Labor Risk Prevention Act and other applicable regulations.
- 12.3 Performing tests and assessing whether the instructions of the Client meet the legal standards are the responsibility of the Client. The Parties may only deviate from the foregoing expressly in writing.
- 12.4 The Client is responsible for all drawings, calculations and designs it makes available to ROS ROCA for the performance of the Agreement. The Client indemnifies ROS ROCA against all claims of third parties with regard to the drawings, calculations and designs made available by it.
- 12.5 The Client is responsible for the functional suitability of all materials prescribed by it or on its behalf.
- 12.6 The Client undertakes that
- (i) The chassis, parts or components provided by the Client or by a third party (if applicable) comply with the following requirements:
 - a. Comply with the description and specifications described in the Order;
 - b. Comply with all applicable statutory and regulatory requirements relating to manufacturing, labelling, packaging, storage, handling and delivery; and
 - c. AEBS disabled in the event that it incorporates pumps on the front power take-off or crankshaft and/or items such as front-end washers (in the case of irrigation tankers or container washers).
 - (ii) there is no delay in the delivery of the chassis, parts or components to ROS ROCA; in no case shall the days elapsed from receipt of the chassis prior to the agreed date, to the agreed date be counted as a delay by ROS ROCA.
 - (iii) shall deliver without delay to ROS ROCA the technical documentation that comes with the chassis.

13 RIGHT OF RETENTION

- 13.1 ROS ROCA is entitled to retain all goods in its possession from or on behalf of the Client, until the Client has fulfilled all its obligations towards ROS ROCA. If ROS ROCA loses control of the goods that are included under this right, ROS ROCA is entitled to claim these goods as if it were the owner.

14 TERMINATION OF THE AGREEMENT

- 14.1 In principle, the Agreement has the duration as stipulated in the Agreement. If the Agreement qualifies as a continuing performance contract and the duration has not been stipulated therein, the Agreement has been concluded between the Parties for an indefinite period of time.
- 14.2 All provisions of the Agreement or the General Terms and Conditions which by their content are intended to have effect between the Parties even after termination or expiry of the Agreement, remain in force between the Parties even after the termination or expiry. These obligations, inter alia, include but are not limited to, the obligation of confidentiality referred to in Articles 9, 10 and 17.
- 14.3 If the Parties have agreed that the Agreement is to be implemented in phases, ROS ROCA may suspend the implementation of those parts that form part of a subsequent phase until the Client, at the request of ROS ROCA, has approved of the results of the preceding phase in writing.
- 14.4 Unlike ROS ROCA, the Client is not entitled to suspend its obligations arising from the Agreement, if the Client is of the opinion that ROS ROCA fails to fulfil its obligations from the Agreement, or insufficiently fulfils these obligations. In the event of, inter alia, but not exclusively, a dispute between the Parties concerning a specific completion/delivery of a Vehicle, a Product and/or Results of a Service, the amount of the price or the correctness of an invoice, ROS ROCA has the right, without prejudice to its other rights and remedies, to suspend its obligations under the Agreement on the grounds of reasons provided to the Client.
- 14.5 If and insofar ROS ROCA is unable to fulfil its obligations under the Agreement, in whole or in part, due to force majeure as referred to in Article 11, it is entitled, without judicial intervention and without being liable for damages, to (partially) terminate the relevant Agreement in question, or to (partially) suspend the obligations under the Agreement for a reasonable period of time.
- 14.6 In addition to the cases regulated by law, the Parties have the right to terminate the Agreement, in whole or in part, with immediate effect:
- a. if the other Party applies for a (provisional) suspension of payment, if for the other Party a (provisional) suspension of payment is applied for or if a (provisional) suspension of payment is granted to the other Party;
 - b. if the other Party files a petition for bankruptcy (*concurso de acreedores*) (including the request for a negotiation period under Spanish Insolvency Act), the bankruptcy (*concurso de acreedores*) of the other Party is petitioned for, or if the other Party is declared to be in bankrupt;
 - c. if the business operations of the other Party have been terminated; or

- d. if a substantial part of its assets is seized at the expense of the other Party and this has a material adverse effect on the performance of the Agreement, or if the other Party should therefore no longer be deemed capable of fulfilling its obligations under the Agreement.
- 14.7 Without prejudice to the previous paragraph and its legal rights to terminate the Agreement, ROS ROCA is entitled to (partial) termination or (partial) suspension:
- a. in the event of a failure of the Client to perform an obligation which - if default has not already occurred by operation of law - has not been remedied within ten (10) working days after a notice of default.
 - b. if circumstances occur that according to ROS ROCA are of such a nature that (partial) fulfilment, or the maintenance of (part of) the Agreement is impossible or can no longer be demanded of ROS ROCA according to standards of reasonableness and fairness, also including but not limited to the situations referred to in article 11 (force majeure).
- 14.8 If one of the Parties proceeds to termination on the basis of this Article. The payment obligations between the Parties still outstanding at that time will become immediately due and payable from the date of termination.
- 14.9 Both in the event of suspension of its obligations by ROS ROCA and termination of (or notice to terminate) the Agreement by a Party, ROS ROCA has the right to immediately demand payment of the materials and other items purchased and/or reserved for the performance of the Agreement and of the part of the obligations already fulfilled by ROS ROCA; all this for the value to be attributed to the above in all reasonableness. ROS ROCA is entitled to the full price agreed if the circumstances that led to the end of the Agreement are attributable to the Client.
- 14.10 If ROS ROCA proceeds to suspend it is entitled to have the materials and other items, purchased and/or reserved for the performance of the Agreement, stored at the expense and risk of the Client. The above also applies in the event that ROS ROCA proceeds to (partial) termination of the Agreement and the Client has not yet taken possession of the aforementioned goods, on the understanding that ROS ROCA may choose to destroy or sell the goods at the expense of the Client, instead of having the goods stored.

15 ADDITIONAL WORK

- 15.1 ROS ROCA is entitled to payment of the additional work it is instructed to do, in addition to the payments agreed in the Agreement. The Parties define additional work as all the work performed by ROS ROCA in consultation with the Client, during the performance of the Agreement, outside the arrangements set out in the Agreement. In case of

changes with regard to the Vehicle and/or the Product, there are in any case contract variations if:

- a. the design or the specifications are modified;
 - b. the information provided by the Client turns out to be incorrect.
- 15.2 The costs of additional work are calculated based on the value of the price-determining factors at the time the additional work is carried out. Article 6 applies mutatis mutandis to the calculation of the additional work.
- 15.3 ROS ROCA is entitled to charge the additional work it carried out separately from other fees, as soon as ROS ROCA knows the amount to be charged.
- 15.4 The provisions of the Agreement and the General Terms and Conditions apply to all the additional work performed by ROS ROCA, to the extent that the Parties have not expressly agreed otherwise in writing.

16 INTELLECTUAL PROPERTY

- 16.1 The offer made by ROS ROCA and the drawings, designs, calculations, programmes, descriptions, models, tools, software and the like, made or provided by ROS ROCA will remain the property of ROS ROCA, even if for this costs were charged to the Client. The same applies to the intellectual property rights to the manufacturing and construction methods of ROS ROCA and its products, as well as other intellectual property rights resting on goods supplied by ROS ROCA to the Client.
- 16.2 All data as well as all carriers of data (such as drawings, diskettes, etc.), other products or services made available by ROS ROCA to the Client, or in production, processing or storage at the Client's location or manufactured by the Client, for ROS ROCA or on its instructions, are the property of ROS ROCA, including all related industrial and intellectual property rights.
- 16.3 Insofar as a transfer would still be required to obtain the ownership of the intellectual property rights by ROS ROCA as referred to in this article, the intellectual property rights shall be transferred before or upon conclusion of the Agreement. Client shall provide all necessary cooperation to such transfer.
- 16.4 Unless the Parties have expressly agreed otherwise in the Agreement:
- a. all intellectual property rights to the Products developed under the Agreement rest exclusively with ROS ROCA, its licensors or its suppliers;
 - b. the Client will only acquire an user right to the Intellectual Property Rights to the Products and/or the Services which is non-exclusive and non-transferable to third parties, only to the extent necessary to perform under the Agreement;

- c. the Client is not permitted to make changes, modifications or improvements to Products, Services, Results, ROS ROCA Connect and Vehicles including the ROS ROCA IP vested thereon, or to link and/or integrate its own products or services to them.
- 16.5 A written and expressly separately agreed transfer of (a part of) the Intellectual Property Rights to the Client will never affect ROS ROCA's right to achieve developments, to deliver products or provide Services for its own benefit or for the benefit of a third party that are similar or derived from those that have been or will be achieved, delivered or provided for the benefit of the Client.
- 16.6 All ROS ROCA Data and goods as referred to in this article that come to the knowledge or possession of the Client, may only be used by the Client for the purpose for which they have been obtained by it for ROS ROCA and/or the Agreement. The Client also warrants that those data and goods, except for the performance of the Agreement, will not be copied, shown to third parties and disclosed other than with ROS ROCA's written permission.
- 16.7 The Client fully indemnifies and holds ROS ROCA harmless in respect of claims for damages from third parties, based on infringement of Intellectual Property Rights and ROS ROCA IP, by using drawings, data, materials or parts and/or breach in the performance of obligations under the Agreement by Client.
- 16.8 After termination of the Agreement, the Client shall destroy or return to ROS ROCA the ROS ROCA Data, ROS ROCA IP and/or goods mentioned in this Article that it or a third party possesses and received from the Client, at ROS ROCA's discretion, with the exception of those ROS ROCA Data, ROS ROCA IP and/or goods the Client still needs for the further use of the Vehicle or other Products, or in the event that the Client has the Intellectual Property Right or a valid right of use with regard to those data and goods.

17 CONFIDENTIALITY

- 17.1 The Parties are obliged to maintain the confidentiality of all information that they obtain from each other in the context of the performance of the Agreement and of which they know or should reasonably know the confidential nature, expressly including, but not limited to, the content of the Agreement and the quotations. Violation of this provision as a result of an obligation arising from a statutory provision or a court decision shall not give rise to a claim for damages or termination for the benefit of the other Party.
- 17.2 If a Party is required to disclose confidential information pursuant to a statutory provision or a court decision, it shall immediately inform the other Party in writing of

such obligation and shall enable the other Party to seek reasonable protection against such obligation or order and, if necessary, to cooperate in obtaining such protection.

- 17.3 Parties are not permitted to use the confidential information received from the other Party as referred to in paragraph 1 for purposes other than the fulfilment of their rights and obligations under the Agreement, the quotation or the General Terms and Conditions. Disclosure of said information to third parties is only permitted with the prior express written consent of the other Party.
- 17.4 At the first request of one Party and/or after termination or expiry of the Agreement, the other Party shall immediately:
- a. return to the other Party all copies, samples and extracts of the confidential information and all other physical media containing such confidential information; and
 - b. delete or destroy (or cause to be removed or destroyed) all automated data containing confidential information.
- 17.5 The rights and responsibilities of Parties under this Article shall remain in effect for a period of two (2) years after the date of termination or expiration of the Agreement.

18 PROCESSING OF PERSONAL DATA

- 18.1 ROS ROCA collects data via the Vehicles or Products that provide insight into the condition of the Vehicle or Product. ROS ROCA shares statistical information about the use of Vehicles or Products with the Client, for the purposes included in ROS ROCA's [privacystatement](https://www.ROSROCAmachines.nl/nl/shared-disclaimer/privacybeleid/), which can be found at <https://www.ROSROCAmachines.nl/nl/shared-disclaimer/privacybeleid/>. Insofar as these data qualify as personal data within the meaning of the General Data Protection Regulation (hereinafter referred to as: "GDPR"), ROS ROCA and the Client are controllers, responsible for the collection and provision of these personal data to ROS ROCA. ROS ROCA is not responsible for the processing of the personal data by the Client on the basis of the information ROS ROCA provides to the Client.
- 18.2 ROS ROCA processes the personal data in accordance with its privacy statement, which can be found by means of the hyperlink in Article 18.1. The Client shall inform and obtain consent for storing information and gaining access to information stored in the Vehicle from every natural person that drives the Vehicle prior to driving the Vehicle. On first request of ROS ROCA, the Client shall demonstrate that informed consent is obtained from the driver. Furthermore, the Client shall inform every driver about the processing of its personal data by providing the [privacystatement](#) of ROS ROCA and obtain a signed copy of the [privacystatement](#). In case the [privacystatement](#) changes,

Client shall inform the driver and shall obtain a signed copy of the revised privacy statement.

18.3 The Client shall provide information about Vehicles and users to ROS ROCA as anonymously as possible, so that these data cannot be traced back to persons. If the Client receives a request from a controller within the meaning of Chapter III GDPR, such as a request for inspection, modification or deletion of personal data, the Client shall forward this request to ROS ROCA without unreasonable delay and in any case within five (5) working days. ROS ROCA shall handle this request in accordance with the GDPR. The Client shall provide the necessary cooperation so that a request from a controller in accordance with the GDPR can be dealt with by ROS ROCA.

18.4 Insofar as the Client is a Distributor of ROS ROCA, the Client is required to impose the obligations under article 18.2 and 18.3 on the third party to which the Service is provided.

19 PENALTY CLAUSE

19.1 For each violation of the provisions of Articles 17 and 18, as well as for each day that the violation in question continues, the Client shall each time owe ROS ROCA an immediately payable fine of € 50,000. This applies in addition to any obligation of the Client to pay compensation and to other rights of ROS ROCA.

20 TERBERG CONNECT (AND OTHER SERVICEPORTALS)

20.1 Insofar as ROS ROCA provides access to TERBERG Connect or another ROS ROCA Serviceportal under the Agreement via a portal designated by ROS ROCA or a third party engaged by it, this Article 20 applies to the provision of this Service, in addition to the other provisions under these General Terms and Conditions.

20.2 Providing access to TERBERG Connect or any other ROS ROCA Serviceportal is a standard Service, i.e. ROS ROCA offers and provides the Service to all its customers in the same manner. The Service is thus provided “as is”. This means that the Service has the possibilities of use as the Client finds them and which the Client accepts without question.

20.3 ROS ROCA strives for reasonable availability of the Service. However, ROS ROCA is thereby dependent on the third parties it engages and limitations, defects and interruptions may occur and are not a shortcoming. ROS ROCA shall make an effort to resume the Service as soon as possible. ROS ROCA shall also make an effort to meet promised deadlines and delivery dates, however, exceeding them does not immediately constitute a shortcoming.

20.4 ROS ROCA may:

- a. Change the Service, for example by introducing new versions of the software of TERBERG Connect or any other ROS ROCA Serviceportal;
 - b. replace the Service before or during the Agreement with a service with similar functional characteristics;
 - c. temporarily decommission the Service or have it decommissioned when ROS ROCA deems this necessary for (the protection of) the security and/or the integrity of the Service, carrying out necessary (preventive) maintenance, repairing a defect and/or remedying a malfunction or adapting or improving ROS ROCA's computer systems and/or those of suppliers with which the Service is provided.
- 20.5 ROS ROCA shall limit interruptions and/or suspensions where possible and inform the Client as soon as possible of a planned interruptions and/or suspensions. However, ROS ROCA shall not be liable if the Client suffers damage as a result of interruptions and/or suspensions the service.
- 20.6 ROS ROCA provides telephone or email support, as agreed between the Parties.
- 20.7 The Client shall:
- a. use the Service exclusively in accordance with the agreed method of use as described in these General Terms and Conditions;
 - b. use the Service exclusively for the Client's internal business purposes;
 - c. not exploit the Service for, or for the benefit of, third parties, such as, for example, by means of consultancy services or by means of granting sublicenses, unless ROS ROCA has given written permission for this;
 - d. only use the Service with due observance of all reasonable instructions from ROS ROCA and/or the third parties engaged by ROS ROCA.
- 20.8 Insofar as the Client is a Distributor of ROS ROCA, instead of article 20.7, the Client offers the Service exclusively to its customers under the conditions of articles 20.7 and 20.13. The Client shall indemnify and compensate ROS ROCA for any infringement by a customer of the Client of the provisions of articles 20.7 and 20.13.
- 20.9 The Client grants ROS ROCA and the third parties engaged by it a right of use to all intellectual property rights of the Client and/or its customers insofar as ROS ROCA and the third parties engaged by it must make use of it to provide the Service.
- 20.10 If a third party approaches the Client with the assertion that the Service infringes the intellectual property rights of that third party, ROS ROCA shall indemnify the Client provided that the Client gives ROS ROCA and/or the third party engaged by it control over the defence, does not make any promises to the third party in question and provides the necessary powers of attorney, information and cooperation to ROS ROCA and/or the third party engaged by it to defend ROS ROCA and/or the third party engaged by it, if necessary in the name of the Client, against these legal actions.

- 20.11 If, according to ROS ROCA, the Service or a part thereof infringes an intellectual property right of a third party, ROS ROCA shall, at its expense, (i) adjust the Services such that no further infringement is made, or (ii) obtain a licence for the infringing part, or if in ROS ROCA's opinion the foregoing is not possible (iii) terminate the Agreement on the basis of reasonable conditions or costs, in which case ROS ROCA shall repay the amounts paid in advance by the Client in proportion to the date of termination.
- 20.12 ROS ROCA has no obligations with regard to an infringement of intellectual property rights other than those mentioned in this article.
- 20.13 TERBERG Connect and any other ROS ROCA Serviceportal contain trade secrets of ROS ROCA and/or third parties. The Client is not entitled to inspect these data (or to have them inspected) in any way. The Client shall refrain from any action that aims to give third parties access to these trade secrets. In particular, the Client shall not, and not allow third parties to, extract information about or from ROS ROCA Serviceportal, for example about software, encryption, algorithms, security and/or code, in any way whatsoever, such as, but not limited to, decompiling or reverse engineering. The Client shall indemnify and compensate ROS ROCA for any act contrary to the provisions of this article.
- 20.14 The Client acknowledges and accepts that TERBERG Connect and any other ROS ROCA Serviceportal only works in areas where there is network coverage of the third parties engaged by ROS ROCA, including roaming partners. ROS ROCA is not liable for lack of coverage or malfunctions in the network of the third parties it engages.
- 20.15 The Client acknowledges and accepts that ROS ROCA is dependent on the provision of the Service by third parties engaged by ROS ROCA. ROS ROCA is entitled to terminate the Agreement with respect to the provision of the Service, if the agreement between ROS ROCA and the third party engaged by ROS ROCA, for whatever reason, is terminated.
- 20.16 The Client acknowledges that certain Vehicles may be fitted with TERBERG Connect. TERBERG Connect enables ROS ROCA to gather performance data from the Vehicle and transmits it to a web portal operated by the telematics partner of ROS ROCA.

The Client and ROS ROCA agree that:

- (a) all such data remains the property of the Client;
- (b) ROS ROCA will not allow any third party - other than the telematics provider of ROS ROCA - to access such data;

(c) ROS ROCA may use such data for the purpose of analysing and improving vehicle and operator performance, facilitating fault diagnosis, maintenance and repair and for general product development purposes;

(d) to the extent that such data contains any personal information (eg drivers' details) then the Client shall procure that it and ROS ROCA and the telematics partner of ROS ROCA are authorised to use such information for the above purposes.

21 APPLICABLE LAW AND DISPUTE SETTLEMENT PROCEDURE

21.1 The Agreement, the General Terms and Conditions, all offers, quotations, transactions and other agreements between the Client and ROS ROCA and all resulting obligations are governed exclusively by Spanish law. The applicability of the Vienna Sales Convention is expressly excluded.

21.2 All disputes arising from or in connection with the Agreement, the General Terms and Conditions, ROS ROCA's offers and quotations and/or other agreements between ROS ROCA and the Client shall be settled by the competent court of the city of Lleida, Spain, waiving any other jurisdiction they may be entitled to.

22 MISCELLANEOUS

22.1 If ROS ROCA for the performance of the Agreement has made goods available to the Client, the Client must return those goods within fourteen (14) calendar days after termination of the Agreement in their original condition, free of defects and in full.

22.2 The Client is not entitled to transfer any right and/or obligation under the Agreement or the General Terms and Conditions to third parties or to outsource to third parties, unless the Parties have expressly agreed otherwise in writing. In the event that the Parties have indeed expressly agreed otherwise in writing, the Client shall declare the General Terms and Conditions applicable to the relationship with the third party and, if necessary, invoke the General Terms and Conditions against that third party.

22.3 All judicial and extrajudicial (collection) costs reasonably incurred by ROS ROCA to obtain payment of a claim against the Client shall be at the expense of the Client. The judicial and extrajudicial (collection) costs amount to at least 15% of the amount due with a minimum of € 75.00.

22.4 Any claim that the Client may bring against ROS ROCA shall lapse after a period of six (6) months after the claim against ROS ROCA has become due and payable, unless a legal action has previously been brought against ROS ROCA in the matter.

§2 Purchase

23 ORDERS

- 23.1 The specifications, with which an order placed by the Client with ROS ROCA must comply in order to qualify for acceptance, can be included in the Agreement.
- 23.2 Return shipments of the delivered goods can only take place after consultation and with written permission from ROS ROCA. The Client cannot derive any rights of any kind from such permission.

24 DELIVERY PERIOD

- 24.1 ROS ROCA determines the delivery period in the Agreement on the basis of the facts and circumstances known to it at that time and based on the timely delivery to ROS ROCA of the goods and services ordered and required for the performance of the Agreement.
- 24.2 The delivery time will be extended, if necessary, by ROS ROCA:
- a. in the event of the occurrence of (new) facts and/or circumstances of which ROS ROCA was not (yet) aware at the time of determining the delivery time, including but not limited to the consequences of the Brexit and (a mutation of) COVID-19;
 - b. if the information provided by the Client proves to be incorrect;
 - c. if timely delivery to ROS ROCA of the goods and/or services ordered and required for the performance of the Agreement does not take place;
 - d. in the event that ROS ROCA suspends its obligations; or
 - e. in the event of force majeure within the meaning of Article 11 on the part of ROS ROCA.
 - f. In the event that the parts, components or chassis do not comply with the conditions stipulated in this Article or specified in the Order, the Product delivery period shall be extended at least correspondingly until the parts, components or chassis correctly comply with such conditions. If the parts, components or chassis and/or technical documentation are delivered late to ROS ROCA, the delivery period for the Product shall be extended by at least the same amount as the period of delay in the delivery of the parts, components and chassis, and the period shall be re-evaluated according to the workload at the time of receipt and with an additional minimum of 2 weeks in the event that ROS ROCA does not communicate a new delivery period.
 - g. For the purpose of calculating the delivery period, the holiday period, which runs from the weekend before Christmas to the weekend after Christmas, Easter and the month of August, shall be excluded.

- 24.3 In all cases, after extension of the delivery time, the work will be carried out by ROS ROCA as soon as its planning reasonably allows, according to ROS ROCA.
- 24.4 Stated delivery times shall never be regarded as strict deadlines. Stated delivery times are indicative and are without obligation, unless expressly agreed otherwise in writing when the Agreement was concluded.
- 24.5 If for any reason, the delivery time is to be exceeded, the Client or its legal successor/successors is/are not entitled to any form of compensation or any right to termination of the Agreement, in whole or in part, unless the Parties expressly agreed otherwise in writing. An exception to the above is where the Client incurs damage as a result of intent or deliberate recklessness on the part of ROS ROCA or its managerial employees. The obligations of the Client will continue to exist in the aforementioned cases.
- 24.6 The delivery period shall only commence after ROS ROCA has confirmed the order in writing and after all necessary data regarding the desired performance are in ROS ROCA's possession.
- 24.7 In the event of exceeding delivery times by ROS ROCA due to force majeure within the meaning of Article 11, ROS ROCA reserves the right, at ROS ROCA's discretion, to suspend performance of the Agreement or to terminate the Agreement (in part) without judicial intervention.

25 DELIVERY AND RISK

- 25.1 Delivery is EX WORKS on the basis of the Incoterms 2020, unless the Parties have expressly agreed otherwise in writing. Costs and risk of transport shall be at the expense of the Client, with the exclusion of any liability for ROS ROCA.
- 25.2 In the event of an exchange, return or replacement of the Vehicle and/or Product, the Client shall, at its own expense and risk, ensure that the Vehicle and/or Product in question is returned to ROS ROCA's possession. Until the moment the Vehicle and/or Product in question has been returned to ROS ROCA's possession, the Client shall bear the risk of this Product.
- 25.3 If the Parties, contrary to the provisions of the first paragraph, have agreed that ROS ROCA will arrange the transport of the Vehicle and/or the other Products, the risk of storage, loading, transport and unloading remains at the expense of the Client.
- 25.4 The Client is obliged to provide the cooperation necessary for the performance of ROS ROCA. This cooperation shall be deemed to have been refused:

- a. if ROS ROCA provides transport: when the Vehicles and/or other Products have been offered to the Client for delivery, but this has proved impossible;
- b. if the Client provides transport: if the Vehicles and/or other Products are not collected by or on behalf of the Client on the agreed date.

In these cases, the Client shall be immediately in default without further notice of default. All costs incurred by ROS ROCA as a result of this refusal shall be at the expense of the Client, without prejudice to ROS ROCA's other rights with regard to this shortcoming. The aforementioned costs explicitly include a reasonable compensation for storage, related to the usual local rates. The Vehicles and/or Products that have not been purchased will be stored at the expense and risk of the Client.

26 RETENTION OF TITLE

- 26.1 ROS ROCA retains ownership of a delivered Vehicle and/or Product; this retention of title applies:
 - a. if the Vehicle and/or the Product is located in Spain, a retention of title whereby the ownership of the Vehicle and/or Product only passes to the Client if all that the Client owes ROS ROCA, under any agreement whatsoever, also pursuant to any claims based on failure to perform such an agreement, including interest and costs, has been fully paid to ROS ROCA;
 - b. if the Vehicle and/or the Product is located outside Spain, a retention of title whereby the ownership of the Vehicle and/or Product only passes to the Client if all that the Client owes ROS ROCA under the Agreement, including interest and costs, has been fully paid to ROS ROCA.
- 26.2 As long as ROS ROCA retains title to the Vehicles and/or Products, the Client is not entitled to encumber the Vehicles and/or Products or to transfer ownership, whether or not in the normal course of business.
- 26.3 As long as ownership of the Vehicle and/or Product delivered by ROS ROCA has not yet passed to the Client, ROS ROCA shall be entitled to unhindered access to this Vehicle and/or Product.
- 26.4 In the event that third parties seize the Vehicles and/or Products delivered under retention of title or wish to establish or assert rights thereto, the Client must inform ROS ROCA thereof as soon as possible.
- 26.5 If ROS ROCA invokes its retention of title, it may repossess the Vehicles and/or Products in question from the Client, at the expense of the Client. The Client shall fully cooperate with the repossession. In the context of the aforementioned repossession, the Client hereby grants its unconditional and irrevocable permission to ROS ROCA or third parties to be designated by ROS ROCA, to enter all the locations where its

properties are located. By invoking the retention of title, the Agreement shall be deemed to have been terminated, without prejudice to ROS ROCA's right to claim compensation for damage, loss of profit and interest.

- 26.6 If and as soon as ROS ROCA (no longer) can invoke its retention of title due to mixing, accession or deformation of the delivered Vehicle and/or Product, the Client must pledge the mixed or newly created goods to ROS ROCA and pledge to ROS ROCA (in advance) the claims the Client has obtained or will obtain from the resale of the mixed or newly created goods.
- 26.7 ROS ROCA retains the undisclosed pledge on the Vehicles and/or Products it delivered, such as security for the payment of all existing and future claims of ROS ROCA against the Client, including those regarding collection costs and interest.

27 DELIVERY AND ACCEPTANCE

- 27.1 The weight or number of Vehicles and/or Products delivered shall exclusively be the weight or number stated on the delivery documents of ROS ROCA or a third party engaged by ROS ROCA, subject to proof to the contrary.
- 27.2 The Client is obliged to inspect the delivered Vehicles and/or Products, or have them inspected, immediately after receipt. At the first request of ROS ROCA, the Client will grant access to and/or inspection of the quality control and monitoring data and inspection data within the Client's organization.
- 27.3 Further specifications regarding the delivery, receipt and acceptance of the Vehicles and/or Products may be included in the Agreement.

§ 3 Contracting work

28 DELIVERY

- 28.1 ROS ROCA determines the delivery period in the Agreement on the basis of the facts and circumstances known to it at that time and based on the timely delivery to ROS ROCA of the goods and services ordered and required for the performance of the Agreement. Sections 24.2-24.7 and 25.3 apply mutatis mutandis.
- 28.2 The Vehicle and/or the Product is considered to be delivered the moment one of the following events occurs; the first occurring event will be taken as a basis:
- a. the Client has approved the Vehicle and/or the Product in the condition in which it is at the moment that the Client has been notified in writing that the Vehicle and/or the Product has been completed ("as is"), with all visible and invisible defects;
 - b. the Vehicle and/or the Product has been put into use by the Client;

- c. the Client has been notified in writing that the Vehicle and/or the Product has been completed, but the Client fails to approve the Vehicle and/or the Product within seven (7) calendar days of the date of this notification or reject the Vehicle and/or the Product with a written and specified notification containing well-founded complaints or, in the event that the Parties have agreed in the Agreement on an acceptance test by the Client or a third party designated by the Client, the Client has not approved the Vehicle and/or the Product in writing or rejected the Vehicle and/or the Product in writing and stating reasons within fourteen (14) calendar days of ROS ROCA's notification that the acceptance test can be carried out; or
- d. the Client rejects the Vehicle and/or the Product on the grounds of minor defects or missing parts, that can be repaired or delivered within thirty (30) working days and do not reasonably prevent putting the Vehicle and/or the Product into operational or productive use. If this situation arises, ROS ROCA will remedy the failure as soon as reasonably possible.

28.3 In the event of rejection of the Vehicle and / or the Product, the Client must immediately notify ROS ROCA in writing, stating the reasons. Upon rejection of the Vehicle and/or the Product, the Client must give ROS ROCA the opportunity to repair or redeliver the Vehicle and/or the Product. In the event of repair or new delivery, the previous paragraph shall apply mutatis mutandis.

28.4 The Client indemnifies ROS ROCA against all claims from third parties in connection with damage to parts of the Vehicle and/or the Product that have not been delivered by ROS ROCA, which is caused by use of the delivered part of the Vehicle and/or the Product by the Client.

28.5 Without prejudice to ROS ROCA's warranty obligations, the acceptance of the Vehicle and/or the Product on the basis of this Article shall exclude any claim by the Client with regard to a failure in the performance of the Agreement by ROS ROCA, unless there is a shortcoming on the part of ROS ROCA as a result of intent or deliberate recklessness on the part of ROS ROCA or its managerial employees.

29 ADDITIONAL OBLIGATIONS OF THE CLIENT

29.1 If ROS ROCA carries out work for the creation of the Vehicle and/or the Product at a location outside ROS ROCA's company specified by the Client, paragraphs 4, 5 and 7 of Article 30 apply mutatis mutandis.

§ 4 Contract for Services

30 SERVICES

30.1 ROS ROCA shall make every effort to perform the Services with care. ROS ROCA shall perform the Services on the basis of an obligation to perform to the best of its ability.

- 30.2 ROS ROCA is entitled to replace the person or persons engaged for the Services by another person or persons with the same or similar qualifications.
- 30.3 If ROS ROCA performs the Services on the basis of the data to be provided by the Client, such data shall be prepared by the Client in accordance with the conditions set by ROS ROCA and supplied at the expense and risk of the Client.
- 30.4 The Client is responsible for the correct and timely execution of all set-ups, facilities and/or conditions required for the performance of the Services by ROS ROCA, unless the Parties have expressly agreed otherwise in the Agreement. The above does not apply if and to the extent that such performance is carried out by ROS ROCA or third parties on the instructions of ROS ROCA only in accordance with drawings and/or data produced or provided by or on the instructions of ROS ROCA.
- 30.5 Unless the Parties have expressly agreed otherwise in the Agreement, the Client shall ensure at its own expense and risk that ROS ROCA's employees and/or third parties engaged by ROS ROCA can commence their work as soon as they have arrived at the place of performance of the Service, and that they can continue to carry out their work during normal working hours and outside normal working hours if ROS ROCA deems the latter necessary and has notified the Client of this in good time.
- 30.6 The Client is responsible for the correct use and/or the correct operation of the delivered goods.
- 30.7 In case damage occurs and/or costs are incurred because the paragraphs 3-6 of the conditions set out in this Article are not met or have not been met in time, this damage and/or costs shall be at the expense of the Client.

31 PRICE

- 31.1 ROS ROCA is entitled to the full price agreed between the Parties for the Service if the Agreement is terminated prematurely and this termination is attributable to the Client.

32 DELIVERY

- 32.1 Article 28 applies mutatis mutandis to the delivery of the Results of a Service.

33 INSTRUCTIONS

- 33.1 ROS ROCA is not obliged to comply with instructions from the Client, unless an instruction, in ROS ROCA's estimation, was issued in good time and was justified. An instruction can only be deemed to be in time and justified in case the instruction was issued before commencement of the work.

33.2 ROS ROCA is entitled to charge costs to the Client, in addition to the price agreed for the Agreement, if ROS ROCA decides to comply with an instruction and this will lead to costs incurred by ROS ROCA not included in the price.

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