

All agreements and offers are subject to our General Terms and Conditions of Business and Delivery. These terms and conditions are deemed recognized upon placement of the order or acceptance of delivery. We are not bound by the conflicting conditions of the purchaser that we have not specifically recognised in writing, even if we do not specifically refute them. In the following document, the company, KSR Group GmbH, located at Wirtschaftspark 15, A-3494 Gedersdorf, Austria, FN33744z, is referred to as "the Supplier", the respective business partner is referred to as "the Dealer".

## 1. SUBJECT MATTER OF THE CONTRACT

1.1. The supply contract awarded to us refers to the goods and services shown on the contract. However, in the case of technical or production-related changes to the deliverable goods after the order is placed, we expressly reserve the right to deliver goods that differ in performance, shape or construction, insofar as this does not result in any unreasonable differences for the Dealer.

1.2. The representation of features or other technical details of our products in brochures or otherwise (e.g. online) serves only as an example and these features do not form part of the contract. Particular features or technical features of the deliverable goods shall only form part of the contract when there is a written agreement to this effect.

## 2. DELIVERY DEADLINE, DELAY IN DELIVERY

2.1. The delivery time is only an approximation. The delivery time commences on the day the order is placed and is assumed to be complied with when the goods have left our warehouse by the end of the delivery period or, if the goods are being shipped, if the goods have been declared ready for shipment. In the case of early delivery, this and not the originally agreed time shall be decisive.

2.2. The delivery period is extended appropriately – even within a delay in delivery – in the event of unforeseen obstacles that we would have been unable to avoid despite the care taken appropriate to the circumstances (force majeure), regardless of whether these affect us or a subcontractor. Examples include: war, fire, natural disasters, as well as disruptions to production, delayed delivery of raw materials, strikes and lockouts, failure to issue the required export permits or other permits in a timely manner, etc. However, circumstances of this kind shall be communicated to the Dealer immediately.

2.3. If the delivery time is extended in the aforementioned cases (2.2.), or if the Supplier is released from the delivery obligation, any resulting claims for damages and rights of withdrawal of the Dealer shall be cancelled.

2.4. In the case of subsequent amendments to the contract that may affect the delivery period, the delivery period will be extended appropriately, unless specific agreements are made.

## 3. PRICE

3.1. Orders for which no fixed price has been expressly agreed shall be invoiced on the basis of our list prices as valid on the day of delivery (market price). All prices are net prices.

3.2. All changes to the agreed currency or the Euro exchange rate occurring after conclusion of the contract will affect the purchaser.

## 4. PAYMENT CONDITIONS

4.1. All invoices are due for payment without deduction immediately upon receipt, unless a different written agreement is made in the sales contract. Payments are credited first to charges, then to interest and finally to capital.

4.2. The contract is only deemed fulfilled upon payment of the sales price, including all additional charges resulting from the sales contract.

Accordingly, the transfer of the vehicle documents shall take place concurrently against payment of the sales price, including all additional charges.

4.3. Delayed payment by the Dealer will incur a default interest of 12 (twelve) percentage points above the base interest rate of the Austrian National Bank. The base interest rate that applied on the last calendar day of a half-year applies for the next half-year. Furthermore, both parties agree to allow payment of all dunning, collection and legal fees, as far as they serve the purpose of legal prosecution. The Trader is not entitled to withhold or offset payments due to warranty claims or other counterclaims.

4.4. Bills of exchange are only accepted as a conditional payment without guarantee for protest and only by agreement and on the condition that they are discounted. Discount charges will be charged from the due date of the invoice amount.

4.5. In the case of the opening of insolvency proceedings over the assets of the Dealer, the Supplier is entitled to demand a security deposit in the amount of an average monthly turnover (assessment basis is the last 12 months before bankruptcy). If this security is not provided within 14 days of the insolvent partner's receipt of the request, the supplier is entitled to withdraw from the contractual agreement. In the case of the rejection of an insolvency petition due to insufficient assets (or a comparable court decision), the Supplier is entitled to terminate the contract without notice.

## 5. TRANSFER OF RISK, SHIPMENT AND FREIGHT

5.1. If the goods are sent to the Dealer at its request, the risk of accidental loss or accidental deterioration of the goods is transferred to the Dealer upon their delivery to the external shipping agent of the Supplier (however for haulage, upon their leaving the warehouse), regardless of whether the shipment is carried out from the place of performance and regardless of who bears the freight charges.

5.2. If the goods are ready for shipment and the shipment or acceptance is delayed for reasons for which the Supplier is not responsible, the risk shall pass to the purchaser upon receipt of the notification that the goods are ready for shipment.

5.3. The approval of the contractual goods for road transport is the responsibility of the Dealer or its customers. In particular, the Dealer must comply with all relevant legislation. The Supplier is not liable for damages or fines from a breach of this obligation.

## 6. WITHDRAWAL

6.1. If one of the contracting parties does not fulfil its contractual obligations in a timely manner, the other party may withdraw from the contract upon providing a 14-day notice.

6.2. In the case of the withdrawal of the Supplier from the contract due to non-fulfilment of the contract by the Dealer, as well as in the case of unfounded withdrawal on the part of the Dealer, the Supplier is entitled to demand compensation. The Supplier shall be entitled to demand compensation of 30% of the sales price and any transport costs incurred without further evidence of specific damage, whereby the assertion of any further disadvantages is reserved. The Supplier has the right to insist upon contract fulfilment.

6.3. In the event of culpable non-fulfilment of the contract by the Supplier, it must pay back any advance payments to the Dealer within a period of 8 days.

## 7. RETENTION OF TITLE

7.1. The supplied goods remain the property of the Supplier until complete payment is made of all claims from the business relationship between the Supplier and the Dealer. Payment is deemed as being made only upon receipt of the sales price by the Supplier. The retention of title also includes replacement or exchange parts, even if these are built in. The Dealer is obligated to handle reserved goods with care.

7.2. The Dealer is only entitled to the resale or rental of the reserved goods in accordance with explicit prior written approval of the Supplier. Pledging, transfer of security, or assignment of security is also not permitted. In the case of consent for resale or rental, the Dealer is obliged to secure the rights of the Supplier as the party reserving title in the resale of reserved goods. For this purpose, the Dealer hereby assigns to the Supplier all claims due to the Supplier from the resale of the reserved goods. The Supplier declares acceptance of this assignment. Notwithstanding the assignment and the right of collection of the Supplier, the Dealer is entitled to collect claims as long as it fulfils its obligations to the Supplier and does not fall into financial difficulties. At the Supplier's request, the Dealer must furnish it with all information necessary for the collection of the assigned claims against the Supplier and inform the respective debtor of the assignment.

7.3. The Dealer must immediately inform the Supplier of any foreclosure measures of third parties regarding the reserved goods or the claims assigned in advance and must furnish the Supplier with the documents necessary for an intervention. The Dealer is obliged to insure the reserved goods against loss or damage at its own expense.

**8. WARRANTY, NOTIFICATION OF DEFECTS**

8.1. If the supplied goods are faulty, the Supplier is entitled, within the statutory warranty periods, to provide replacement or remedy at its own discretion under exclusion of further warranty claims by the Dealer. The warranty period commences upon delivery of the goods to the Dealer.

8.2. Defects must be identified to the Supplier within three working days via the Supplier's online portal <https://shop.ksr-group.com/login/> or by written notification from the Dealer, together with all documents required for an assessment of the respective claimed defect. If the Dealer does not meet its obligation to notify the Supplier of the defect in writing (or via the online portal), the Supplier's obligation under the warranty shall expire.

8.3. If the Supplier allows a reasonable grace period to lapse without providing a replacement or remedy for the defect, the Dealer has the right to withdraw from the contract to the exclusion of all other claims. The Supplier is granted a grace period of at least 40 working days. In the event of withdrawal and if the goods have already been sold to the end user, the Supplier exclusively replaces the present value of the goods. Should the Dealer, for whatever reason, not refund the end customer with the full value of the goods, the Supplier's compensation will be reduced to the same extent. Any additional costs will not be refunded. Delivery damages are only accepted if they have been stated on the freight documents of the haulage company.

**9. TRANSPORT COSTS**

9.1 The transport costs will be borne by the Dealer. Special arrangements must be made in writing.

**10. WARRANTY**

10.1. Any warranty beyond the statutory warranty shall be provided exclusively by the manufacturers of the products supplied by the Supplier and in accordance with the scope and extent of the manufacturer's guarantee provisions. Warranty claims directed against the manufacturer are processed only if this takes place through the Supplier as a contract partner of the manufacturer, without any direct claims of the Dealer or its customers arising against the Supplier directly.

10.2. Any damage or defects in the goods delivered by the Supplier which can be attributed to improper handling or maintenance, or changes to the goods themselves compared to their condition at delivery, are not only excluded from any warranty, but also from any manufacturer's guarantee. Likewise, signs of wear and tear as well as replacement of consumables or equipment (e.g. oil) are excluded from any warranty or claims under the manufacturer's guarantee.

10.3. Guarantees are only offered free of charge to the Dealer by the Supplier if there are no open claims between the Supplier and the Dealer. In the case of claims due, the Dealer can obtain the necessary guarantee parts in return for advance payment.

**11. COMPENSATION**

11.1. The Supplier is only liable for damages which are attributable to intentional or grossly negligent behaviour on its own part or on the part of its employees. The liability lapses 6 months from the date that the Trader and the liable party became aware of the damage. In these cases, the Dealer has a right to withdrawal to the exclusion of all other claims. Liability for damages caused by the Dealer or its customers resulting from the use of the contractual product is excluded.

**12. RIGHT TO REFUSE PERFORMANCE, RIGHT OF RETENTION AND OFFSET RIGHT**

12.1 If the counterclaims of the Dealer have been acknowledged by the Supplier, or if these have been determined by the court, the Dealer may offset its claims against the claims of the Supplier or refuse or withhold performance. Should counterclaims not be recognised by the Supplier or not be endorsed by a court, the Dealer shall not be entitled to refuse, withhold or offset its performance because of its counterclaims. In each case, the right of retention can only be asserted in the amount of the recognised counterclaim.

**13. CONFIDENTIALITY / INTELLECTUAL PROPERTY**

13.1. The Supplier and the Dealer undertake not to disclose to third parties any trade secrets of the other of which they have become aware and to instruct their employees accordingly. The Dealer undertakes to observe the industrial property rights of the Supplier or the respective manufacturer in the context of its advertising activity regarding the contractual products. The use of a brand name, in relation to the brands delivered by the supplier, in the company name of the Dealer requires the express consent of the Supplier (especially concerning SEGWAY products). In addition, the Dealer is permitted to use the brands of the Supplier in its advertising activity.

**14. ASSIGNMENT, DEPT SALE**

14.1. The Supplier shall be entitled to assign and/or sell the claims from the delivery of goods and/or services against the Customer and/or the Dealer with all ancillary rights to third parties.

**15. PLACE OF PERFORMANCE, COURT OF JURISDICTION, APPLICABLE LAW**

15.1. The place of performance for all obligations of the contractual relationship is the registered office of the Supplier. The competent court at the registered office of the Supplier is responsible for all disputes arising from the contractual relationship as well as regarding its creation or validity. The Supplier reserves the right to appeal to the competent court at the Customer's place of business.

15.2. The contractual relationship is subject to Austrian Law, excluding the application of the UN Convention on Contracts for the International Sale of Goods (CISG).

**16. SEVERABILITY CLAUSE**

16.1. If any provision of these terms and conditions of business is or becomes partially or fully legally invalid or unenforceable, the legal validity of all other provisions remains unaffected. The contractual parties will replace the legally invalid or unenforceable provision by a valid and enforceable provision which corresponds as closely as possible to the content and purpose of the legally invalid or unenforceable provision.

**17. EU-GDPR (GENERAL DATA PROTECTION REGULATION)**

17.1. The dealer is obliged to transmit personal data of end users such as names and contact data to KSR in the course of the binding vehicle registration via the DEALER SPACE. The transmission takes place in a legitimate interest in accordance with Art. 6 Para. 1 lit. f EU-GDPR, in particular so that KSR can send end consumers specific technical information for them directly and as quickly as possible. The dealer can obtain a format template via DEALER SPACE, which must be submitted to the customer as a declaration of consent for the transfer of his data to KSR. The data of the final consumers will also only be used according to this basis.

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Date

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Stamp / Signature

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KSR Client number