

Traktionsbatterien
Ladegeräte
USV-Anlagen
Ortsfeste Batterien
Lithium-Ionen-Batterien
Kundendienst
Werkstatt & Lager

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Allgäu Batterie • Hoyen 21 • 87490 Haldenwang

General terms and conditions

(as of: April 09, 2019)

Rendering of services by Allgäu Batterie GmbH & Co. KG, Hoyen 21, 87490 Haldenwang, Germany (hereinafter: "Allgäu Batterie") takes place solely on the basis of the following general terms and conditions and exclusively for use in business transactions with contractors.

Section 1 Scope

- (1) Deliveries, services and quotes shall be performed solely on the basis of these general terms and conditions. They form an integral part of all contracts concluded by Allgäu Batterie with contracting parties and business partners (hereinafter jointly referred to as "contracting parties"). The contracting party of Allgäu Batterie agrees to Allgäu Batterie's general terms and conditions.
- (2) General terms and conditions of the contracting party shall not apply, even if Allgäu Batterie does not expressly object to their application in each individual case. Even if Allgäu Batterie refers to correspondence that contains the contracting party's terms and conditions or those of a third party or refers to such, this does not indicate any agreement to the applicability of those conditions. Any differing terms and conditions must be agreed separately in writing.
- (3) The following terms and conditions shall also apply to all future supplies, even if these are not explicitly agreed upon again.

Section 2 Quotes and conclusion of contract

- (1) All quotes are subject to change and non-binding, unless they are explicitly marked as binding or contain a defined time limit for acceptance. The contracting party may accept orders or commissions within thirty days of receipt. Acceptance is based upon receipt of the declaration of acceptance by Allgäu Batterie. The contract shall enter into force upon confirmation of the order at the latest.
- (2) Information from Allgäu Batterie relating to the service (e.g. measurements, use values, technical data) and our representations of the same (e.g. drawings and illustrations) are only approximations unless an exact compliance is a mandatory prerequisite to guarantee usability for the intended purpose. They are not guaranteed characteristics but descriptions or designations of the service. Customary deviations and deviations resulting from legal provisions or deviations constituting technical improvements are permissible insofar as they do not impair usability for the contractually agreed purpose. The contracting party must check the specifications of goods and services in quotes and order confirmations thoroughly and inform Allgäu Batterie immediately in the event of any deviations.

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- (3) Allgäu Batterie retains the ownership and/or copyright for all quotes and cost estimates it issues as well for all drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and resources supplied to the contracting party. The contracting party may not, without the explicit consent of Allgäu Batterie, make these objects (per se or their contents) available to third parties or disclose or reproduce them in any form or allow any third party to make use of or duplicate any such items. On request of Allgäu Batterie, the contracting party is obliged to return any such objects in their entirety and to destroy any copies it may have made if they are no longer needed in the regular course of business or if negotiations do not result in conclusion of a contract.
- (4) The contract language is German only for business in Germany, Austria and Switzerland. For all other countries the contract language is German or English.
- (5) Allgäu Batterie provides services and a range of products only to contracting parties within the European Union and Switzerland.
- (6) If a contract is concluded with contracting parties from other countries on an individual case basis, these terms and conditions shall likewise apply.

Section 3 Prices, terms of payment and set-off

- (1) Prices shall apply to the scope of supply and services stated in the order confirmation. Additional or special services will be calculated separately.
- (2) Prices include free delivery including packaging and shipping costs, plus the valid statutory value-added tax, unless the order value is below EUR 1,000. In such cases prices are inclusive of packaging, excluding shipping costs, plus the applicable VAT.
- (3) Insofar as the contracting party has leased items from Allgäu Batterie, rental costs are invoiced monthly or quarterly, according to the modalities agreed upon regarding amount and timing.
- (4) If Allgäu Batterie has taken over installation or mounting and if not agreed otherwise, the contracting party shall be charged, in addition to the agreed remuneration, for all necessary ancillary costs such as expenses incurred for travel, transport and subsistence costs for Allgäu Batterie service technicians.
- (5) Invoiced amounts (unless they relate to services) are to be paid within 14 days with a 2% discount or within 30 days on net terms without any deduction, unless otherwise agreed in writing. Invoices for services are to be paid within 10 days on net terms without any deduction. Payment is deemed to be made on the date it is received by Allgäu Batterie. If the contracting party does not pay by the due date, then interest will be charged on the outstanding amounts at a rate of 9% p. a. as from the due date; the application of a higher interest rate and additional damages in case of late payment remains unaffected. Furthermore, Allgäu Batterie reserves the right to begin its own services only upon receipt of advance payment or - insofar as further receivables are owed by the contracting party - upon receipt of all outstanding payments.

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- (6) Should deficiencies exist, the contracting party shall not have a right of retention, unless the delivery is obviously defective and/or the contracting party is obviously entitled to a right to refusal to accept the work. In such cases the contracting party is only entitled to a right of retention provided that the sum retained is in a reasonable proportion to the defects and the likely supplementary costs incurred (especially the rectification of the defect). The contracting party is not entitled to assert claims and rights relating to defects if he has not made due payments and if the amount due (including any payments already made) is in a reasonable proportion to the value of the consignment and or works beset with defects.
- (7) Set-offs with counterclaims of the contracting party or the retention of payments based on such claims is only permitted insofar as the counterclaims are undisputed or have been legally upheld.
- (8) If, after the conclusion of the contract, it becomes known to Allgäu Batterie that payment of the purchase price is jeopardized due to insufficient capacity on the part of the contracting party, Allgäu Batterie is entitled to demand advance payment or, if Allgäu Batterie has unsuccessfully set an agreed period for payment, to cancel the contract. However, the contracting party has the right to avert these consequences by the provision of security. In case of late payments or other apparent credit unworthiness, all further claims due by the contracting party will be payable immediately.
- (9) Allgäu Batterie reserves the right to request that new customers make an advance payment. A discount of 2% is granted.

Section 4 Retention of title

- (1) The items of delivery (reserved goods) remain the property of Allgäu Batterie until fulfilment of all its claims against the contracting party arising from the business relationship. Insofar as the value of all security interests to which Allgäu Batterie is entitled exceeds the amount of all secured claims by more than 20%, Allgäu Batterie will release a corresponding portion of the security interests at the contracting party's request. It is assumed that the conditions mentioned in the previous sentence are met if the estimated value of the securities due to Allgäu Batterie reaches or exceeds 150% of the value of the secured claims. Allgäu Batterie shall have the right to choose between various security interests for release.
- (2) For the duration of the retention of title, the contracting party may not pledge the retained goods or use them as security, and resale shall be possible only for resellers in the ordinary course of their business and only on condition that the reseller receives payment from its contracting party or makes the transfer of property to the contracting party dependent upon the contracting party fulfilling its obligation to effect payment.
- (3) Should the reserved goods be resold by the contracting party, he shall with immediate effect assign his future claims arising from the resale against his contracting party, including all ancillary rights - including any accounts receivables - as security to Allgäu Batterie without the need for any further specific declaration. If the goods that are subject to reservation of title should be resold together with other items without an individual price having been agreed for the goods that are subject to reservation of title, the contracting party shall assign to

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Allgäu Batterie the share of the overall price claim that corresponds to the price of the goods subject to reservation of title as invoiced by Allgäu Batterie. Priority shall be given to satisfying the part of the payment demand assigned to Allgäu Batterie.

(4) Processing/combining/mixing

a) The contracting party is permitted to process the reserved goods or to mix or combine the same with other items. Such processing shall be deemed to be performed for Allgäu Batterie. The new item shall be deemed reserved goods. However, if the value of the reserved goods is lower than the value of the goods, which do not belong to the Allgäu Batterie and/or the value of the processing, Allgäu Batterie shall acquire joint title to the new goods in the proportion which the value (gross invoice value) of the processed goods has to the value of the other processed goods and/or the processing at the time of processing. Provided that Allgäu Batterie does not acquire possession of the new property in accordance with what has been said above, Allgäu Batterie and the contracting party are in agreement that the contracting party shall grant Allgäu Batterie joint title to the new goods in the proportion which the value (gross invoice value) of the goods belonging to Allgäu Batterie has to the other processed goods at the time of processing. The above sentence shall apply mutatis mutandis in the event that the goods are inseparably mixed or combined with goods not belonging to Allgäu Batterie. The contracting party shall store the resultant new items for Allgäu Batterie with due professional care.

b) The provision for the assignment of receivables in accordance with paragraph 3 also applies to the new product. The assignment shall, however, be limited to an amount corresponding to the value of the processed, combined or mixed reserved-title goods which were invoiced by Allgäu Batterie.

c) If the contracting party merges the items that are subject to retention of title with real estate or tangible assets, he shall also assign, by way of security and without the need for a corresponding demand on the part of Allgäu Batterie, his entitlements and ancillary claims that arise from this procedure to Allgäu Batterie to a proportion equivalent to the value that the items subject to retention of title represent of the value of the other property at the time of merging.

(5) The contracting party is authorised to collect assigned claims arising from the resale until such authorisation is revoked. The contracting party shall forward the payments made to Allgäu Batterie without delay up to the amount of the secured claim. Where good cause exists to do so, in particular in the event of a default in payment, a stoppage of payments, insolvency proceedings being opened, a protest being made in respect of a bill of exchange or well-founded evidence of over-indebtedness or an imminent inability to pay on the part of the contracting party, then Allgäu Batterie shall be entitled to revoke the contracting party's collection powers. Moreover, following a prior warning and complying with a reasonable deadline, Allgäu Batterie may disclose the assignment of such security, utilise the assigned claims and demand that the contracting party disclose the assignment of the security to contracting parties.

(6) In the event of seizures, requisition or other orders or interventions by third parties, the contracting party must inform Allgäu Batterie without delay. The contracting party is liable for all costs incurred to repeal such seizures, in particular through the institution of third party proceedings, insofar as the reimbursement of costs cannot

be obtained from the third party concerned. Following authentication of a justified interest, the contracting party must immediately give Allgäu Batterie all the information necessary to assert Allgäu Batterie's rights against the contracting party and hand over the necessary documents.

- (7) In case of any violation of the contracting party's duties, in particular in the event of a default in payment, Allgäu Batterie is entitled, after the elapse of a reasonable deadline set for the contracting party to comply, to take back the goods or services and to cancel the contract; statutory provisions concerning the dispensability of setting a deadline remain unaffected. The contracting party is obliged to surrender possession. If the reservation of title is withdrawn or enforced or if the goods that are subject to reservation of title are seized by Allgäu Batterie, this shall not be considered as a rescission of the contract, unless expressly stated by Allgäu Batterie.

Section 5 Delivery

- (1) The observance of dates and deadlines for deliveries is contingent upon the timely receipt of all documents, necessary approvals and clearances from the contracting party, in particular plans and performance specifications, and compliance with the agreed payment terms and other obligations by the contracting party. Should these requirements not be fulfilled on time, the delivery deadlines shall be extended by an adequate period of time; this does not apply if Allgäu Batterie is responsible for the delay.
- (2) Proposed terms and deadlines for services are always only approximate unless a fixed term or a fixed deadline is expressly promised or agreed.
- (3) Compliance with the despatch date shall be determined solely by the day of transferral of the goods by Allgäu Batterie to the shipping company.
- (4) Allgäu Batterie is entitled to make partial deliveries if
- the partial delivery is usable for the contracting party as part of the contractual intended use,
 - supply of the remaining ordered goods is guaranteed and
 - the contracting party does not thereby become subject to significant extra or additional costs (unless Allgäu Batterie intends to bear these costs).

The agreed packaging and shipping costs shall not be increased in such cases.

- (5) Allgäu Batterie is not liable for impossibility of executing the contract, provided this is caused by
- a) force majeure (e.g. civil unrest, acts of terrorism, strikes, lockouts, natural catastrophes, acts of war, difficulties in procuring materials, power cuts, accidents, serious illnesses)
 - b) Viruses and other types of attacks by third parties on the IT system of Allgäu Batterie or on those of (pre)suppliers and service providers despite due care taken to comply with safeguarding measures
 - c) Failures of the IT infrastructure due to events for which Allgäu Batterie is not responsible or
 - d) Impediments arising out of German, US and other applicable national, EU or international foreign trade and customs requirements or as a result of other circumstances for which Allgäu Batterie is not responsible.

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Should such events essentially hamper or in fact prevent Allgäu Batterie from performing its contractual duty, and the hindrance is not only of temporary duration, Allgäu Batterie shall be entitled to cancel the agreement. If the impediments are of a temporary nature, the completion deadlines shall be extended or postponed by the duration of the obstruction plus a reasonable start-up period.

- (6) In the event of the unavailability of ordered goods for which Allgäu Batterie is not responsible due to late or incorrect delivery (including delivery of reduced quantities) by (pre)suppliers despite a delivery contract concluded by Allgäu Batterie with the (pre)supplier with regard to the ordered goods, Allgäu Batterie reserves the right not to deliver the goods and to withdraw from the contract. In this case, Allgäu Batterie agrees to notify the contracting party immediately about the unavailability of the ordered goods and to reimburse any consideration already received (payments) without delay. If the ability to supply the goods is subject to a supply by a (pre)supplier and should this delivery fail for reasons that are not the fault of Allgäu Batterie, Allgäu Batterie is entitled to withdraw from the contract. The contracting party shall not be entitled to claim damages for this reason.
- (7) Allgäu Batterie is entitled to withdraw from the contract insofar as it does not receive the delivered goods, despite prior conclusion of a corresponding purchase agreement; the responsibility of Allgäu Batterie for intent or gross negligence remains unaffected in accordance with Section 18. Allgäu Batterie shall immediately inform the contracting parties about the delayed availability of a delivery item and, if Allgäu Batterie wishes to withdraw from the contract, shall exercise such right of withdrawal immediately; Allgäu Batterie shall, in case of a termination of the contract, reimburse the contracting party with the respective fair consideration.

Section 6 Acceptance of work

- (1) If Allgäu Batterie has provided any contractually agreed services in full, Allgäu Batterie shall provide them to the contracting party on the agreed date for inspection and acceptance.
- (2) Detected insignificant deviations from the contractually defined requirements do not entitle the contracting party to refuse acceptance. These insignificant deviations are noted in the written declaration of acceptance as deficiencies and must be immediately redressed by Allgäu Batterie. In particular, faults which have no or only an insignificant effect on functionality or availability of the system are considered insignificant deviations.
- (3) Partial acceptance shall only take place if it has been explicitly agreed. The declaration of overall acceptance in which the contractual interaction of individual parts is declared, nevertheless remains essential.
- (4) If the contracting party does not declare acceptance immediately, Allgäu Batterie may set them a written deadline of two weeks to issue said declaration. Acceptance shall be considered as given if the contracting party does not set out in writing the reasons for refusal of acceptance within this deadline. Allgäu Batterie shall notify the contracting party of notional acceptance within the scope of notification of completion after the expiration of this deadline. Work shall be deemed accepted when delivery to the contracting party has taken place and the contracting party has used the work without any complaints.

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Section 7 Shipping, transfer of risk

- (1) Unless expressly agreed otherwise, Allgäu Batterie is free to determine the appropriate mode of shipment and to select the transport company at its reasonable discretion.
- (2) Risk of accidental loss and of accidental deterioration of the delivery item shall pass to the contracting party as follows:
 - a) Where goods are supplied without installation and assembly, risk is transferred upon delivery and/or in the event of a sale by dispatch, upon the delivery of the goods to the forwarding company, the carrier, or other person or company nominated to handle the shipment.
 - b) Where goods are supplied with installation and assembly, risk is transferred on the date of takeover into the contracting party's premises, however on acceptance at the latest in accordance with Section 6.
- (3) If the dispatch or hand-over is delayed as a result of circumstances for which the contracting party is responsible, risk shall pass over to the contracting party on the day on which the goods were ready to be delivered and Allgäu Batterie had informed the contracting party of this.
- (4) If delivery is impossible due to a reason for which the contracting party is responsible, or the contracting party is in default of acceptance, the contracting party shall bear the costs of another delivery.

Section 8 Installation and assembly

- (1) The contracting party shall provide in a timely manner, at his own expense:
 - a) all earth and construction work and other ancillary work outside the scope of the supplier, including the necessary skilled and unskilled labour, construction materials and tools;
 - b) the necessary items and materials required for installation or assembly such as scaffolding, lifting gear, forklift trucks and other devices, fuels and lubricants;
 - c) energy and water at the site of use, including connections, heating, and lighting;
 - d) appropriate, dry and lockable spaces of sufficient size for storing machine parts, equipment, materials, tools, etc at the installation and assembly site and suitable working and rest-rooms including sanitary installations appropriate to the conditions for the assembly personnel; the contracting party shall also take the same measures to protect the property of Allgäu Batterie and the assembly staff on the construction site that it would take to protect its own possessions.
 - e) Protective clothing and safety devices which are necessary as a result of special circumstances at the assembly and installation site.
- (2) Prior to commencement of the installation or assembly works, the contracting party shall unsolicitedly provide the required information about the position of subsurface power lines, gas and water pipes or similar installations as well as the required structural data.

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- (3) Prior to commencement of the installation or assembly works, the necessary provision of materials and objects for starting work must be located at the installation or assembly site and all preliminary work prior to commencing installation or assembly must be so well advanced that installation or assembly can be started as agreed and implemented without any interruptions. Access roads and the place of assembly or installation must be levelled and cleared.
- (4) For occupational health reasons, the contracting party is required to provide its own staff or at least to guarantee continuous supervision in the event that the installation or assembly is carried out partially or wholly by just one employee of Allgäu Batterie alone. This is intended to guarantee the safety of the staff.
- (5) If installation or assembly is delayed due to circumstances beyond the control of Allgäu Batterie, the contracting party shall bear to a reasonable extent the costs for waiting time and also for necessary additional travel carried out by Allgäu Batterie or the assembly staff.
- (6) If criminal offences (theft, damage to property etc) to the property of Allgäu Batterie occur during the installation or assembly or other services at the contracting party, the contracting party shall be liable for damages sustained by Allgäu Batterie as a result, provided the contracting party is accountable for this damage. In particular, the contracting party is responsible for the damage
 - a) if Allgäu Batterie is not provided with a lockable room or
 - b) if the act was carried out by an employee of the contracting party.
- (7) Installation and assembly does not include the initial set up. This needs to be carried out by the operator or explicitly assigned to Allgäu Batterie.

Section 9 Hiring of property

- (1) Items leased to the contracting party by Allgäu Batterie remain the property of Allgäu Batterie. The contracting party does, however, have the option to acquire ownership by purchasing the item in accordance with a separate offer.
- (2) The contracting party must pay the costs of transporting the rented item to and from the contracting party.
- (3) The contracting party is obliged to treat the rented item from Allgäu Batterie with due care and consideration. In particular, they must comply with the instructions given in the operating manual and with the technical requirements. The contracting party shall be responsible for compliance with statutory obligations (in particular the DGUV V3 test).
- (4) Allgäu Batterie must be given immediate notice of any damage to rental items. The contracting party is liable for any further damage caused by delayed notification.
- (5) The contracting party is liable for damage caused by a breach of duty of due diligence, care and disclosure to which they are beholden. On the same basis they are liable for damage caused by their relatives, workers, employees, tradesmen and other third persons. If the contracting party or the abovementioned group of people cause damage to the hired item, they must inform Allgäu Batterie of this without delay. Allgäu Batterie

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- is authorised to carry out the work required to repair the damage at the expense of the contracting party, to the extent that such a repair is possible and economically viable; the decision for this rests with Allgäu Batterie.
- (6) Modifications, alterations, extensions, installations or other changes to the rented items are not permissible.
 - (7) Subleasing the rented item or a transfer to third parties is not permitted.
 - (8) A hire contract can be terminated by giving two weeks' notice before the end of the month. Termination must be made in writing.
 - (9) When terminating the hire contract, the contracting party must hand over the rented item with all other accompanying documents and items on an agreed date.

Section 10 Warranty

- (1) The contracting party must carefully inspect the goods immediately after receipt. The delivered goods are deemed to be approved by the contracting party, unless we are notified of a defect in writing (i) in case of any obvious defects within a period of five business days upon delivery or otherwise (ii) within five business days from the day when the defect has been identified.
- (2) There will be no claims for defects in the case of only slight variation from the agreed quality, in the case of only slight impairment of serviceability, where there is natural wear and tear or damages which arise after the passage of risk due to faulty or negligent handling or storage, excessive use, unsuitable equipment, defective workmanship, inappropriate foundations or by virtue of particular external influences, which are not presupposed by the contract or from non-reproducible software errors.
- (3) In case of material defects in the items supplied, Allgäu Batterie is initially obliged and entitled to repair them or supply replacements. Allgäu Batterie shall make its choice within a reasonable time.
- (4) If the supplementary performance option outlined in paragraph 3 fails, the contracting party can specify an appropriate extension in writing. If this also fails or if rectification is unacceptable for the contracting party or if Allgäu Batterie refuses rectification, the contracting party shall be entitled in accordance with the applicable law to withdraw from the purchase agreement, to lower the purchase price or to claim damages or reimbursement of its wasted expenditure. Statutory provisions concerning the dispensability of setting a deadline remain unaffected.
- (5) Recourse claims against Allgäu Batterie by the contracting party in accordance with Section 478 BGB (Recourse of the contractor) can only be made to the extent that the contracting party has not made any agreements with its customer which go beyond the scope of the statutory claims for defects. In addition, and in accordance with Section 478 (2) BGB, item 8 shall apply correspondingly to the scope of the right for recourse of the contracting party against Allgäu Batterie.
- (6) Moreover, the specific regulations of Section 18 of these General terms and conditions apply to claims for damages by the contracting party.

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- (7) The warranty does not apply if the contracting party, without prior consent of Allgäu Batterie, modifies the item supplied or has it modified by a third party or undertakes repair work, thus making the repair of defects impossible or difficult to the point where they are unreasonable. In all cases the contracting party must bear the additional costs of remedying defects caused by the modification.
- (8) Claims made by the contracting party for necessary costs incurred for the purposes of rectification, in particular costs for transportation, travel, labour and materials, are excluded, insofar as expenses increased because the delivered item was later transported to a different location than the premises of the contracting party, unless such transportation complies with its intended use.

Section 11 Guarantee

- (1) Guarantee eligibility applies exclusively to the contracting party of Allgäu Batterie.
- (2) The guarantee is only offered for new products initially installed by Allgäu Batterie. Guarantee for used products is excluded.
- (3) As a general rule the following guarantee provisions shall apply:
 - a) Products must always be installed, used, treated and serviced in accordance with the operating instructions.
 - b) Assessment and fulfilment of a guarantee claim may only be performed by Allgäu Batterie or by a company with written authorisation from Allgäu Batterie. The same applies to modification and maintenance of the products.
 - c) The guarantee covers both the products themselves as well the costs incurred in the assessment and fulfilment of a guarantee claim (service calls, dismantling and installation, transport etc.).
 - d) The previous period of guarantee continues to apply to newly delivered or repaired products due to a guarantee claim. New delivery or repair of a product as part of a guarantee claim does not justify a restart of the guarantee period.
 - e) At the discretion of Allgäu Batterie, instead of delivery of new products, maintenance can be carried out to restore the product to an appropriate condition.
 - f) The guarantee does not apply to damage that arises from external influences for which Allgäu Batterie is not responsible. These include fire, frost, improper transport, force majeure, misuse and destruction.
 - g) Ownership of the defective equipment and/or the defective parts returns to Allgäu Batterie upon receipt of the replacement device.
 - h) The claim must be made in writing by the contracting party to Allgäu Batterie immediately after the guarantee claim occurs.
 - i) All costs incurred by the contracting party through infringement of the aforementioned provisions or costs caused which were not agreed with Allgäu Batterie (travel costs, transport costs, repairs by non-authorised third parties etc) will not be covered by Allgäu Batterie.

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- j) Damages due to loss of earnings which occur due to a guarantee claim are not borne by Allgäu Batterie.
- k) The period of guarantee starts from the transfer of risk.
- (4) The guarantee period is
 - a) for battery chargers from the ALLtrac, ALLtrac Plus, ALLgo und ALLgo mini ranges 24 months
 - b) other chargers and discharging devices 12 months
 - c) AquaMobil 12 months
 - d) UPS systems 24 months
 - e) Lithium-ion batteries 6 months, provided they are used cyclically, and 12 months if they are used on a stationary basis.
 - f) Lead-acid batteries in block construction 6 months, lead-acid batteries in compact cell structure from the PzV/PzVB ranges 12 months and lead-acid batteries in compact cell structure from the PzS/PzB/OPzS/OPzV/OGi ranges 24 months.
 - g) Nickel cadmium batteries and NIMH batteries 6 months.
- (5) The following special provisions shall apply to lead-acid batteries:
 - a) A guarantee claim may only be made if the battery achieves less than 80% capacity in accordance with the operating manual at the end of the guarantee period. The capacity test to assess the battery power is performed by a service technician authorised by Allgäu Batterie on a fully charged battery at an ambient temperature of 30°C for traction batteries or 20°C for stationary batteries.
 - b) The claimant must ensure, in the event that it is made available to third parties, that operating instructions are followed.
- (6) Statutory warranty claims are not affected by these guarantee provisions.

Section 12 Cancellation of assembly orders / deliveries

- (1) In the event of cancellation of the order, Allgäu Batterie's entitlement to payment of the agreed price remains in effect. This does not apply insofar as the contracting party of Allgäu Batterie is granted a right to rescind in an individual case and Allgäu Batterie receives the declaration by the contracting party about the exercise of this free right of rescission, which does not require any particular form, in time.
- (2) Allgäu Batterie must endeavour, in the ordinary course of business, without obligation to make specific efforts, to find another date. If another date is not possible for Allgäu Batterie for the agreed installation, Allgäu Batterie will offset the income from another such booking for its entitlement in accordance with paragraph 4. If another such booking is not possible, Allgäu Batterie will offset the saved expenses.
- (3) The contracting party is obliged to pay Allgäu Batterie the following amounts for the amounts to be set off, taking account - where appropriate - of the provisions in paragraph 2:
 - a) For cancellation of an agreed installation or delivery date up to 35 days before the agreed time, no costs shall be charged.

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- b) For cancellation of an agreed installation or delivery date up to 14 days before the agreed time, 50% of the price shall be charged.
- c) For cancellation of an agreed installation or delivery date up to 7 days before the agreed time, 100% of the price shall be charged.
- (4) The contracting party expressly retains the right to prove to Allgäu Batterie that the expenses saved are substantially higher than the foregoing allowed deductions calculated and/or that another booking for the appointment has taken place. If such proof is furnished, the contracting party is only obligated to pay the correspondingly lower amount.
- (5) The cancellation statement must be sent to Allgäu Batterie for all bookings in written form.
- (6) For cancellation of products manufactured to customer requirements and custom-made products 100% of the price will be charged.
- (7) Changes to orders in written form can be implemented up to five weeks before the planned delivery date. Products manufactured to customer requirements and custom-made products are exempt from this.

Section 13 Service/ Customer service

- (1) If tools or devices provided by Allgäu Batterie are damaged by the contracting party or if they go missing during servicing, the contracting party is obliged to replace them.
- (2) The contracting party is obliged to ensure the safety of the working environment, appropriate working conditions and to comply with existing safety regulations.
- (3) Allgäu Batterie will agree a date for after-sales service with the contracting party. Deployed staff are chosen by Allgäu Batterie.
- (4) The contracting party is not authorised to integrate employees of Allgäu Batterie in its workflow.
- (5) The contracting party is not authorised to give instructions to employees of Allgäu Batterie.
- (6) The conditions laid down in Section 8 shall also apply to after-sales service.

Section 14 Taking back industrial batteries

- (1) Allgäu Batterie offers its contracting parties the option to take back industrial batteries.
- (2) If the contracting party instructs Allgäu Batterie to collect industrial batteries, the contracting party must ensure that the battery is ready for collection at the agreed time, irrespective of whether or not Allgäu Batterie arranges for collection by its own staff or by service providers. Allgäu Batterie reserves the right to invoice the contracting party for empty trips and waiting times.
- (3) The conditions laid down in Section 8 shall also apply to the return.

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Section 15 Industrial property rights and copyrights; defects of title

- (1) Unless otherwise agreed, Allgäu Batterie is obliged to render the delivery free of any industrial property rights and copyrights of third parties (hereinafter called property rights) solely in the country of the place of delivery. If a third party asserts a justified claim against the contracting party based on an infringement of property rights with respect to the supplies made by Allgäu Batterie and than used in conformity with the contract, Allgäu Batterie shall be liable to the contracting party within the time period stipulated in Section 19 as follows:
 - a) Allgäu Batterie shall at its discretion and at its cost either arrange for a right of use for the relevant delivery, modify the delivered goods so that they no longer infringe the property right or replace them. If this would be impossible for Allgäu Batterie under reasonable conditions, the contracting party is entitled to their legal right to a reduction or withdrawal;
 - b) Allgäu Batterie's obligation to pay damages is in accordance with Section 18;
 - c) The above named obligations of Allgäu Batterie shall only apply, as far as the contracting party immediately notifies Allgäu Batterie in writing of any such claim asserted by the third party, does not acknowledge any infringements, and leaves any protective measures and settlement negotiations to the discretion of Allgäu Batterie. If the contracting party suspends the use of the delivery for reasons of minimising damages or other important reasons, he undertakes to inform the third party that the suspension of use does not involve any acknowledgement of an infringement of a property right.
- (2) Claims by the contracting party are excluded insofar as he is responsible for the infringement of property right.
- (3) Claims by the contracting party shall also be excluded in cases where the infringement of proprietary rights is caused by special specifications on the part of the contracting party, by a type of application not envisaged by Allgäu Batterie or by the fact that the delivery has been modified by the contracting party or used together with products that have not been supplied by Allgäu Batterie.
- (4) In case of other defects of title, the provisions of Section 10 shall apply accordingly.
- (5) More extensive claims or claims other than those specified herein by the contracting party against Allgäu Batterie and its vicarious agents based on a legal defect are excluded.

Section 16 Rights of use

- (1) The contracting party will receive a simple, non-transferable right to use the software. The content, temporal and spatial scope of the usage rights either result from the contract or are separately agreed between the parties. Any use beyond this permission and/or any further use of the software or parts thereof or any passing on to third parties is subject to separate payment and requires a separate agreement between Allgäu Batterie and the contracting party.
- (2) The agreed usage rights of the software are not granted until receipt of payment in full.
- (3) The contracting party is only entitled to use the licence material for his own use in the course of business.

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- (4) Back translation of the software code (decompilation) is not permitted.
- (5) The contracting party is not entitled to reproduce, rent or resell the licence material or exploit it in any other way.
- (6) The company names, brands, copyright notices, dates and other statements about reservations of rights must not be changed or deleted.
- (7) Allgäu Batterie retains the ownership and right of use for all quotes and cost estimates it provides as well for all drawings, illustrations, calculations, models, tools, raw material data, designs, proposals, test programmes and other documents and resources supplied to the contracting party. The contracting party may not, without the explicit consent of Allgäu Batterie, make them (per se or their contents) available to third parties or disclose or reproduce them in any form or allow any third party to make use of or duplicate any such items. On request of Allgäu Batterie, the contracting party is obliged to return any such objects in their entirety and to destroy or delete any copies it may have made if they are no longer needed in the regular course of business or if negotiations do not result in conclusion of the contract.

Section 17 Fulfilment proviso/duty to cooperate

- (1) The fulfilment of the contract is subject to the condition that this fulfilment is not hindered by any restriction due to German or any other applicable national, EU or international foreign trade legislation or any embargos or other sanctions or bilateral agreements, especially with Switzerland and Turkey. Allgäu Batterie is obliged to inform the contracting party of any impediments without delay. If the contracting party cannot overcome the impediments within 2 weeks, Allgäu Batterie has the right to terminate the contract.
- (2) The contracting party is obliged to provide all the information and documentation needed for export, transfer or import, especially for shipment and/or customs.

Section 18 Liability

Section 18.1 General

- (1) The following limitations and exclusions of liability shall apply to Allgäu Batterie's liability for damages, without prejudice to other legal claims.
- (2) Allgäu Batterie shall be liable without limitation for damages, so far as these
 - a) are attributable to gross negligence or intentional wrongdoing,
 - b) if Allgäu Batterie has issued a guarantee for the quality of the goods,
 - c) for damages which must be compensated in accordance with statutory provisions,
 - d) for damages to life, body and health or
 - e) are based on a culpable breach of a major contractual obligation.

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- (3) Liability for ordinary and gross negligence and for the breach of major contractual obligations shall furthermore be limited to foreseeable damage which is typical of the contract, the occurrence of which the contracting party had to anticipate on conclusion of the contract due to circumstances known to them at that point in time and in as far as no other exceptions listed in paragraphs 2 b) to c) are present at the same time.
- (4) Any further liability for damages shall be excluded for damages of any kind, irrespective of the basis for claim, including liability for negligence when entering into the contract.
- (5) The strict liability of Allgäu Batterie in accordance with Sec. 536a (1), Alternative 1 BGB is ruled out for existing defects at the time of conclusion of the contract. Allgäu Batterie shall not be liable for the lack of economic success of the contracting party.
- (6) The above-mentioned limitations and exclusions of liability shall also apply in favour of the employees, vicarious agents and other third parties used by Allgäu Batterie for the fulfilment of the contract.
- (7) The aforementioned regulations shall apply to all claims for damages (specifically compensation in addition to performance or compensation in lieu of performance), irrespective of the legal grounds of such claims, in particular on account of defects, the breach of obligations resulting from the contractual relationship or from tort. They shall also apply to claims for reimbursement of expenses incurred in vain.
- (8) The aforementioned regulations shall not involve modification of the burden of proof to the detriment of the contracting party.

18.2 Liability for default

Except in the case of No. 18.1, the liability of Allgäu Batterie, due to delay, for compensation in addition to performance is limited to a total of 10% and for compensation in lieu of performance (including compensation for wasted expenditure) limited to a total of 10% of the value of the service. Further claims of the contracting party are excluded - even after expiry of any deadline that the contracting party may have set for performance. The contracting party's right to cancel the contract shall remain unaffected. In all other respects, the provisions according to no. 18.1 shall apply.

18.3 Liability for impossibility of fulfilment

Allgäu Batterie shall be liable in the event of impossibility of performance in cases of intent or gross negligence on the part of Allgäu Batterie or of a representative or vicarious agent and in cases of a culpable violation resulting in death or injury to body or health in accordance with the statutory legislation. Allgäu Batterie will, however, only assume liability in cases of gross negligence limited to foreseeable damage that can be defined as characteristic of the contract, if no other exceptions listed in the first sentence are present at the same time. Apart from the cases in sentence 1 and sentence 2, the liability of Allgäu Batterie in the event of impossibility of performance shall be limited to claims for damages and compensation for wasted expenditure to a total of 10% of the value of the service which cannot be performed. Further claims of the contracting party due to impossibility of delivery are excluded - even after expiry of any deadline that Allgäu Batterie may have been set for performance. The

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contracting party's right to cancel the contract shall remain unaffected. The aforementioned regulations shall not involve modification of the burden of proof to the detriment of the contracting party.

Section 19 Reduction of statutory periods of limitation

- (1) The period of limitation for any claims and rights due to defects in services - for whatever legal grounds - is one year. However, this shall not apply in the cases of Sec. 438 (1) No. 1 BGB (German Civil Code) (Legal defects in immovable property), Sec. 479 (1) BGB (Contractor's right of recourse) or Sec. 634a (1) No. 2 BGB (Buildings or works, whose success lies in the performance of planning or monitoring services). The exempt cases in the aforementioned second sentence are subject to a two-year limitation period.
- (2) The limitation period in accordance with Sec. 1 also applies to claims for damages against Allgäu Batterie which are in connection with a defect - regardless of the legal basis of the claim.
- (3) The period of limitation under paragraph 1 and paragraph 2 shall apply with the following proviso:
 - a) The periods of limitations do not generally apply in the case of intent or fraudulent concealment of a defect or insofar as Allgäu Batterie has assumed a guarantee for the quality of the contractual object.
 - b) The periods of limitations do not apply to claims for damages which result from a grossly negligent breach of duty or from a - not based on the delivery of defective goods or a poor work performance - culpable infringement of essential contractual obligations, and in cases of a culpable violation resulting in death or injury to body or health or for claims according to the product liability law. The periods of limitations for claims for damages also apply to reimbursement of expenses incurred in vain.
- (4) The period of limitations for all claims begins on acceptance.
- (5) Unless stipulated explicitly elsewhere, the statutory provisions relating to commencement of the statute of limitations, suspension of the period, stay and recommencement of the period remain unaffected.
- (6) The aforementioned provisions shall apply accordingly to damage claims associated with a defect; for the period of limitation, paragraph 1, sentence 1 shall apply.
- (7) The aforementioned regulations shall not involve modification of the burden of proof to the detriment of the contracting party.

Section 20 Data protection

- (1) Insofar as data is collected when visiting the website of www.allgaeubatterie.de, we refer to our privacy statement, available online.
- (2) For the initiation, conclusion, processing and rescission of a contract, Allgäu Batterie GmbH & Co. KG, Hoyer 21, 87490 Haldenwang, Tel. +49 8374 24124-0, info@allgaeubatterie.de collects, processes and uses the first

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names and surnames of the contact person, or if applicable the company, and the address, email address, telephone number, bank details (personal data).

- (3) We collect, process and use the personal data exclusively for the purpose of executing the contract, for correspondence with the contracting party in connection with the fulfilment of the contract and for accounting. If the contracting party does not wish to provide this data, the contract cannot be implemented for legal reasons. The legal basis for data collection and use is Article 6 (1) (b) GDPR with regard to the data required for the contractual business.
- (4) In particular, we are entitled to pass on your data to third parties if and to the extent which this is necessary for the implementation of precontractual measures and for the performance of this contract in accordance with Article 6 (1) (b) GDPR, for compliance with a legal obligation within the meaning of 6 (1) (c) GDPR or for the enforcement of our legitimate interests in accordance with Article 6 (1) (f) GDPR. In particular, a transfer of data may take place to
 - a) the respective delivery/shipping company (disclosure of name and address)
 - b) Contract processors who act on our behalf i.e. on instruction and on the basis of a contract.
 - c) Payment service providers - depending on the chosen means of payment.
- (5) The company name, first names and surnames, address and email address will be stored for a duration of 10 years in order to uphold the required fiscal retention periods. Voluntary data, however, will only be stored for as long as is necessary. As a rule, this is the case once the contract has been executed.
- (6) You have the right to request information from us at any time about your stored personal data (Article 15 GDPR). This also applies to the recipients or categories of recipients to whom the data have been disclosed and the purpose of the storage. Furthermore you have the right, under the conditions of Article 16 GDPR to demand rectification and/or under the conditions of Article 17 GDPR the deletion and /or under the conditions of Article 18 GDPR the restriction of processing. Moreover you can demand that your data is transmitted at any time, under the conditions of Article 20 GDPR.
- (7) Please send all requests for information, information inquiries, revocations or objections to data processing by email or post to Allgäu Batterie GmbH & Co. KG, Hoyen 21, 87490 Haldenwang, Tel. +49 8374 24124-0, info@allgaeubatterie.de or to the data protection officer in accordance with the privacy policy. For further information we refer you to the complete text of the GDPR. You also have the option of complaining to the competent supervisory authority about data protection matters. The authority responsible for us is the Bavarian Office for Data Privacy Protection, Promenade 27, 91522 Ansbach.

§ 21 Place of jurisdiction and applicable law

- (1) This contract and its interpretation shall be subject to German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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- (2) If the contractual partner is a merchant, a legal entity under public law or public special assets or has no place of general jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising out of the business relationship between Allgäu Batterie and the contractual partner is Kempten or Munich at the choice of Allgäu Batterie. In case of legal action against Allgäu Batterie, however, Kempten is the exclusive place of jurisdiction in such cases. Mandatory statutory provisions governing exclusive jurisdiction shall remain unaffected by this ruling.
- (3) The place of performance for all reciprocal services indicated in the contract shall be the registered office of Allgäu Batterie.