General Terms and Conditions

of Business of TERBERG Spezialfahrzeuge GmbH

1. Scope of application, conflicting terms, future transactions, overriding agreements

1.1 These General Terms and Conditions of Business (**"GTC"**) apply to all contracts concluded by TERBERG Spezialfahrzeuge GmbH (**"TERBERG Spezialfahrzeuge"**) with its customers (**"Customer"**) for deliveries and other services of TERBERG Spezialfahrzeuge, including the underlying offers, acceptance confirmations and cost estimates.

1.2 The GTC apply only in relation to businesses as defined in Sec. 14 BGB (German Civil Code). They apply exclusively. Any Customer terms conflicting with or diverging from these GTC will not be accepted, unless TERBERG Spezialfahrzeuge has specifically approved them in the particular case.

1.3 In ongoing business relationships, the GTC also apply to all future transactions, whether or not they include an express reference to the GTC.

1.4 Any individually negotiated agreements with the Customer (including individually negotiated side agreements, amendments and changes) as well as any conflicting terms in the offers/order confirmations and cost estimates of TERBERG Spezialfahrzeuge shall take precedence over these GTC.

2. Written form, offers, formation of contract, repair orders, product documentation

2.1 All offers and acceptance confirmations, changes and other side agreements and arrangements made prior to or at the conclusion of the contract must be set forth in written form or text form (letter, fax, email; together "in writing" or "written") to become legally effective.

2.2 Unless expressly referred to or agreed as binding, the offers of TERBERG Spezialfahrzeuge remain subject to change, and a valid contract will come into effect only upon acceptance in writing of the Customer's written order received by TERBERG Spezialfahrzeuge, however, and by way of derogation from section 2.1, at the latest upon the Customer's acceptance of the delivery or other services. The Customer remains bound by its order for two weeks.

2.3 By way of derogation from sections 2.1 and 2.2, repair orders may also be agreed orally; they are subject to these GTC as well.

2.4 All product related materials, images, drawings, performance specifications, weights and dimensions, especially in catalogues and on the website of TERBERG Spezialfahrzeuge, are as accurate as possible. However, they should be treated as approximate only and not as quality specifications of the goods, unless expressly referred to as binding. Design, form, colours and the scope of a delivery remain subject to change during the delivery period, provided that the changes and deviations are not significant and are reasonably acceptable for the Customer having regard to the Customer's interests.

3. Delivery dates and times, delivery by instalments, subcontractors, force majeure, late delivery, upstream deliveries, export control

3.1 Unless otherwise agreed, all dates and times of delivery of goods or other services are non- binding. Delivery times start upon the conclusion of the contract, except where the Customer is required to make advance performance. In that case the delivery time commences upon receipt by TERBERG Spezialfahrzeuge of the performance owed by the Customer. Furthermore, delivery times commence only after all conditions for contract performance have been fulfilled, in particular all performance details have been agreed. The timely delivery of goods or other services is subject to the Customer's compliance with the agreed payment terms.

3.2 TERBERG Spezialfahrzeuge may make delivery by instalments, where reasonably acceptable for the Customer.

3.3 TERBERG Spezialfahrzeuge may appoint subcontractors to fulfil its contractual obligations.

3.4 In any event of force majeure or other unforeseeable circumstances affecting TERBERG Spezialfahrzeuge or the supply chain of TERBERG Spezialfahrzeuge, such as lawful strike or employee lockout, disruption of business operations, official orders, import/export restrictions, war, epidemic, pandemic, etc., which temporarily prevent TERBERG Spezialfahrzeuge through no fault of its own or attributable to it from delivering the goods or services by the date or within the time agreed with or without binding effect, these delivery dates or times will be postponed and extended – including during the delay – by the duration of the interference caused by such circumstances. If performance or part thereof becomes impossible or unacceptable as a result of these circumstances, TERBERG Spezialfahrzeuge to that extent will be released of the obligation to perform the contract and/or have the right to withdraw from the contract. If any such interference delays performance by more than four months, TERBERG Spezialfahrzeuge may withdraw from the contract. Nothing in this shall prejudice any statutory rights of withdrawal as may exist.

3.5 If the contract provides for the delivery of a vehicle, the Customer, four weeks after a non- binding delivery date or time has been exceeded, may request TERBERG Spezialfahrzeuge to make delivery; this period will be reduced to two weeks if the delivery concerns a vehicle that TERBERG Spezialfahrzeuge has in stock. On receipt of this request TERBERG Spezialfahrzeuge will be late with the delivery unless TERBERG Spezialfahrzeuge is not responsible for exceeding the delivery date or time.

3.6 In the event of late delivery, TERBERG Spezialfahrzeuge will be liable for damages as set out in section 10, subject to the condition that the losses caused by the delay, which were foreseeable at the time of conclusion of the contract and the characteristic for the type of contract within the meaning of section 10.2, are limited to a maximum of 0.5% of the value of the late delivery or instalment for each full week of the delay, however, to no more than 10% of the value of the late delivery or instalment.

3.7 If, in the event of late delivery, the Customer wishes to withdraw from the contract and/or claim damages instead of performance, the Customer, upon occurrence of the delay, shall give TERBERG Spezialfahrzeuge notice in writing, setting a reasonable period of no less than two weeks. No such deadline has to be set if it may be waived under applicable law.

3.8 If TERBERG Spezialfahrzeuge has not received delivery of any goods at all or in time, TERBERG Spezialfahrzeuge will not be late with the delivery to the Customer unless TERBERG Spezialfahrzeuge is responsible for not having received upstream delivery at all or in time. If it has been determined that upstream delivery of the ordered goods has failed for reasons outside the responsibility of TERBERG Spezialfahrzeuge, TERBERG Spezialfahrzeuge may withdraw from the contract.

3.9 TERBERG Spezialfahrzeuge may withdraw from a concluded contract at any time if the delivery or other services are precluded for reasons of export control, sanctions or other trade issues; the Customer will not be entitled to damages or reimbursement of expenses in any such case.

4. Customer's obligations to cooperate in vehicle-related work, test drives, vehicle collection and delivery in connection with vehicle repairs

4.1 Unless agreed otherwise the Customer, in the event of any vehicle repairs or other vehicle- related work performed at the Customer's site as agreed, will make the vehicle available at the Customer's expense in an appropriate, covered work area with access to electricity, water and (if available) compressed air. Where this is not possible, any required low-bed transportation and usage of a third party workshop will be billed separately. Furthermore, the TERBERG Spezialfahrzeuge mechanics will be allowed use of the Customer's toilet facilities.

4.2 While the TERBERG Spezialfahrzeuge mechanics are present, the Customer shall have an employee available at the work site. If the TERBERG Spezialfahrzeuge mechanics are unable to perform the work at the Customer's site at all or in a timely manner for reasons within the Customer's responsibility, the Customer shall reimburse TERBERG Spezialfahrzeuge for any additional costs as may be incurred; nothing in this shall prejudice any further claims TERBERG Spezialfahrzeuge may have.

4.3 When performing work on vehicles, TERBERG Spezialfahrzeuge may take the vehicle on test or assessment drives where required to perform or assess any work.

4.4 TERBERG Spezialfahrzeuge may send parts that will likely be required to perform ordered maintenance and repair work on vehicles to the Customer up to one week in advance; the Customer will accept delivery of any such shipments and arrange for adequate, covered storage of the parts at the Customer's expense. TERBERG Spezialfahrzeuge will have any parts that were not needed collected from the Customer at the latest one week after the work was performed.

4.5 Where collection and/or delivery of the vehicle have been agreed with the Customer in connection with any vehicle maintenance or repairs, it will be undertaken at the Customer's expense and risk; the liability of TERBERG Spezialfahrzeuge set out in section 10 remains unaffected.

5. Prices, price adjustment, charging of exchange prices

5.1 Unless agreed otherwise, prices are net prices in Euro, ex works Terberg Benschop B.V., Benschop, Netherlands, plus any agreed additional charges, destination or shipping charges and statutory value-added tax.

5.2 Where it has been agreed that the conclusion of the contract precedes the date of the delivery or other services by more than six months, TERBERG Spezialfahrzeuge in the event of any increase in costs may, and in the event of any reduction in costs must, adjust the prices by way of a unilateral specification of performance at its reasonably exercised discretion (Sec. 315 BGB), to reflect the cost developments, for example in the purchase price to be paid by TERBERG Spezialfahrzeuge or in wages, salaries or raw materials and consumables, cost of material, freight and packaging. Price increases must not serve the purpose of generating additional profit and are only permitted in the event of cost increases that are not offset by cost reductions in other areas. This section 5.2 does not apply where the parties have agreed a price indexation or other deviating price adjustment at the conclusion of the contract.

5.3 For work on vehicles, any agreed exchange price in connection with replacements may only be charged if the removed unit or part is consistent with the delivery scope of the replacement unit or part and does not have any damage that rules out recycling.

6. Delivery, default in acceptance

6.1 Unless agreed otherwise, TERBERG Spezialfahrzeuge will transfer purchased vehicles ex works Terberg Benschop B.V., Benschop, Netherlands, to the agreed destination. The risk will pass upon the delivery of the vehicle at the destination. If the transfer is delayed by more than 14 days for reasons outside the responsibility of TERBERG Spezialfahrzeuge or if the Customer fails to timely accept delivery of the vehicle although it was offered to the Customer, the risk will pass to the Customer upon notice that the vehicle is ready for

transfer.

6.2 Goods other than vehicles, in particular parts, will be shipped to the agreed destination at the Customer's expense and risk, ex works Terberg Benschop B.V., Benschop, Netherlands or TERBERG Spezialfahrzeuge, Hamburg, Germany. The risk passes to the Customer as soon as the shipment has been consigned to the person in charge of transportation. If shipping of the goods is delayed for reasons outside the responsibility of TERBERG Spezialfahrzeuge or if the Customer fails to timely accept the goods although they were offered to the Customer, the risk will pass to the Customer upon notice that the goods are ready for shipping.

6.3 The Customer must take delivery of any vehicle, even if it lacks conformity, without prejudice to the rights granted in section 9 of these GTC.

6.4 If the Customer is in default of acceptance TERBERG Spezialfahrzeuge, without prejudice to any further claims, in particular without prejudice to any claim for reimbursement of interim storage costs, may either insist on performance or withdraw from the purchase contract and claim damages for non-performance, after unsuccessfully granting the Customer 14 days' additional respite for taking delivery of the goods. No such additional respite has to be granted if the Customer expressly and finally refuses to take delivery or if TERBERG Spezialfahrzeuge is no longer interested in the fulfilment of the contract as a result of the default. For vehicle purchase contracts, the damages due amount to 15% of the net vehicle purchase price agreed with the Customer; TERBERG Spezialfahrzeuge may prove that a higher loss has occurred while the Customer may prove that the loss incurred is lower.

7. Payment terms, late payment, deterioration of financial capacity, setoff/withholding rights

7.1 Unless agreed otherwise, payments must be made by bank transfer to the bank account designated by TERBERG Spezialfahrzeuge after the delivery or service within seven days after the invoicing date, without any deductions. TERBERG Spezialfahrzeuge may transmit its invoices to the Customer electronically; TERBERG Spezialfahrzeuge is not obliged to use any invoicing portals provided by the Customer.

7.2 In the event of late payment, the Customer shall pay the statutory interest on late payment and the statutory late fees; the right to assert further rights and remedies based on late payment is reserved. The Customer is advised that at the time of drafting of these GTC (October 2022), the statutory interest rate on late payment is 9 percentage points p.a. above the applicable base rate and the fixed statutory late fee is EUR 40.00.

7.3 If it becomes foreseeable after the conclusion of the contract that the claim of TERBERG Spezialfahrzeuge for consideration is compromised by a lack of financial capacity of the Customer, TERBERG Spezialfahrzeuge may withhold the performance owed by it until the Customer has paid the consideration or provided security for it. TERBERG Spezialfahrzeuge may determine a reasonable respite for the Customer to, at the Customer's discretion, pay the consideration or provide a security concurrently with the performance of TERBERG Spezialfahrzeuge. Upon the expiration of the deadline TERBERG Spezialfahrzeuge will have the right to withdraw from the contract and/or to claim damages or reimbursement of expenses if the legal conditions are fulfilled.

7.4 Any setoff by the Customer is permitted only on the basis of Customer counterclaims that have been established by final enforceable judgment, are ready for judgment or are undisputed. The Customer has the right to withhold performance only if the Customer's counterclaim has been established by final enforceable judgment, is ready for judgment or is undisputed and derives from the same contractual relationship.

8. Reservation of title

8.1 The goods delivered remain the property of TERBERG Spezialfahrzeuge until all claims under the contract and all other claims TERBERG Spezialfahrzeuge may subsequently acquire, on any legal ground whatsoever, against the Customer in direct connection with the goods delivered have been paid in full. Furthermore, the goods remain the property of TERBERG Spezialfahrzeuge, as goods subject to reservation of title, until all other claims (including all unsettled balances from current account) which TERBERG Spezialfahrzeuge acquires or will acquire against the Customer, on any legal ground whatsoever, have been settled. In the event of a current account, the goods under reservation of title serve to secure the unsettled balances of TERBERG Spezialfahrzeuge.

8.2 If the validity of this reservation of title is subject to any special conditions or formal requirements in the Customer's country, the Customer shall see to the fulfilment of these conditions or requirements at the Customer's expense.

8.3 If the Customer is a commercial reseller, the Customer has the right to resell the goods in the ordinary course of business, unless the Customer is late with payment or has suspended payment not only temporarily. As long as TERBERG Spezialfahrzeuge remains the proprietor of the goods under reservation of title, TERBERG Spezialfahrzeuge may revoke the right of resale on objectively justified grounds. The Customer herewith assigns to TERBERG Spezialfahrzeuge, and TERBERG Spezialfahrzeuge accepts the assignment of, all of the Customer's claims including all ancillary rights arising out of any resale of the goods.

The Customer is authorised to collect the assigned claims until such right is revoked. TERBERG Spezialfahrzeuge may revoke the right to collect such claims on objectively justified grounds. TERBERG Spezialfahrzeuge may directly collect the claims, however, TERBERG Spezialfahrzeuge agrees not to collect the claims as long as the Customer meets its payment obligations.

If the Customer fails to meet its payment obligations, the Customer shall submit to TERBERG Spezialfahrzeuge upon request a list indicating all goods under reservation of title, the assigned claims, the debtors' names and addresses, and the amount of each claim. If so requested the Customer is obliged, and TERBERG Spezialfahrzeuge has the right, to notify the debtors of the assignment.

8.4 While the reservation of title remains in effect, any pledging, assignment for security purposes, letting or other transfer or change of the goods under reservation of title that adversely affects the security interests of TERBERG Spezialfahrzeuge, shall be subject to the prior written consent of TERBERG Spezialfahrzeuge. The Customer will mark the goods under reservation of title as property of TERBERG Spezialfahrzeuge and, should the Customer's complete stock of goods be assigned for purposes of security, will advise third parties of the reservation of title of TERBERG Spezialfahrzeuge and exclude the goods under reservation of title from the assignment for security purposes by way of an express declaration.

8.5 In the event of any third party intervention, such as compulsory enforcement, the Customer must inform TERBERG Spezialfahrzeuge without delay and provide TERBERG Spezialfahrzeuge with all information and documents required to safeguard the rights of TERBERG Spezialfahrzeuge, and notify the third party of the reservation of title of TERBERG Spezialfahrzeuge.

8.6 If the Customer discontinues payment not only temporarily or petitions the opening of insolvency proceedings or if insolvency proceedings are opened against the Customer, the Customer shall, at the request of TERBERG Spezialfahrzeuge, release any goods under reservation of title that remain TERBERG Spezialfahrzeuge property. Furthermore, if the Customer acts in breach of the contract, in particular in the event of late payment, TERBERG Spezialfahrzeuge may require the Customer to release the goods under reservation of title.

8.7 At the Customer's request and at the discretion of TERBERG Spezialfahrzeuge, TERBERG Spezialfahrzeuge shall waive the reservation of title and/or release security collateral once the Customer has fulfilled all claims relating to the goods under reservation of title or if the realisable value of all security collateral provided to TERBERG Spezialfahrzeuge by way of reservation of title, assignment for security purposes and advance assignment exceeds the total sum of claims against the Customer by more than 10%.

9. Warranty

The warranty (*Mängelhaftung*) provided by TERBERG Spezialfahrzeuge is governed by the applicable laws as amended by the terms and conditions below.

9.1 The Customer shall report any obvious lack of conformity of the goods or work results in writing without delay but at the latest one week after delivery of the goods or acceptance of the work results; any latent nonconformity shall be reported to TERBERG Spezialfahrzeuge in writing without delay but at the latest one week after the lack of conformity was discovered. If no such notice is given or notice is given late, any claims based on nonconformity of the goods or work results are excluded.

9.2 If the Customer reports any lack of conformity in a timely manner as set out in section 9.1 the Customer, by way of cure, may have the nonconformity remedied or be supplied with a product free of any nonconformity or with a new work result in the case of contracts for the production of work results, at the discretion of TERBERG Spezialfahrzeuge. The cure will be provided at the place of the original delivery or service; sections 4.1 to 4.4 apply by analogy. If the nonconforming goods were incorporated into other parts or fixed to another article according to their nature and intended use, and TERBERG Spezialfahrzeuge is required by law to cover removal and installation costs as part of the cure, the Customer shall allow TERBERG Spezialfahrzeuge a reasonable period for TERBERG Spezialfahrzeuge to carry out any removal and, if applicable, reinstallation required for the cure at the responsibility of TERBERG Spezialfahrzeuge, unless this is likely to cause the Customer significant damage that would be avoided by immediate removal, and, if applicable reinstallation. In connection with the production of work results, the Customer has a right of self-remedy only upon prior agreement with TERBERG Spezialfahrzeuge. The cure will be deemed to have failed after at least three unsuccessful attempts. Unless agreed otherwise, any replaced parts become property of TERBERG Spezialfahrzeuge.

9.3 Warranty claims apply only to any nonconformity existing at the passage of the risk and, in particular, no warranty claims exist if and to the extent that a lack of conformity is due to excessive use, operator error, improper use, including use of unsuitable fuels or lubricants, care, maintenance or cleaning, natural wear and tear, changes or alterations made by the Customer or non-compliance with the operating instructions.

9.4 TERBERG Spezialfahrzeuge will not bear any costs for the elimination of consequential damage caused by defects, such as for soiling due to leakage of lubricants, within the scope of subsequent performance.

9.5 To the exception of claims for damages based on nonconformity, (a) warranty claims for new vehicles, new spare parts and new vehicle accessories become time-barred twelve months after delivery but at the latest when the vehicle, spare part or vehicle accessory reaches 100,000 km or the equivalent in miles or 2,000 operating hours, whichever comes first, while (b) warranty claims for other new goods and for work performed become time- barred twelve months after the beginning of the statutory limitation period. The limitation period will not be suspended or restarted by inspection or acknowledgement of the nonconformity, negotiations or subsequent performance.

9.6 Unless expressly agreed otherwise, the warranty is excluded for used goods.

9.7 Claims for damages based on nonconformity are subject additionally to the provisions of section 10 of these GTC.

9.8 The provisions of this section 9 shall not affect claims based on any nonconformity that TERBERG Spezialfahrzeuge has fraudulently concealed or which is covered by a guarantee of quality or durability.

9.9 Where any retrofit or partial delivery under an order is nonconforming, this shall not entitle the Customer to reduce the price agreed for the entire order

or to withhold the corresponding payment owed to TERBERG Spezialfahrzeuge, provided that the nonconformity is immaterial, in particular because the value of the nonconforming retrofit or partial delivery is less than 5 % of the total value of the relevant order. In such case, the Customer remains obliged to pay in full the price attributable to the remaining, conforming part of the order. Nothing in this shall affect the Customer's right to cure under section 9.2 or any claims for damages under section 9.7 and section 10.

10. Liability

10.1 TERBERG Spezialfahrzeuge accepts unlimited liability for damage and losses caused by intent or gross negligence.

10.2 In the event of a breach by ordinary negligence of a material obligation or of a secondary obligation whose breach will put the achievement of the contractual purpose at risk, or whose fulfilment is essential for the due and proper fulfilment of the contract, and on whose fulfilment the Customer could reasonably rely (**"material secondary obligation"**), the liability of TERBERG Spezialfahrzeuge shall be limited to losses foreseeable at the time of conclusion of the contract and characteristic for the type of contract. TERBERG Spezialfahrzeuge accepts no liability for any breach by ordinary negligence of secondary contractual obligations which are not material secondary obligations.

10.3 The liability disclaimers and limitations set out above shall be without prejudice to the liability of TERBERG Spezialfahrzeuge for any guarantee of quality as may have been issued, for fraudulent intent, based on statutory product liability, and for injuries to life, limb or health. This shall not involve any reversal of the burden of proof to the Customer's disadvantage.

10.4 Where the liability of TERBERG Spezialfahrzeuge has been excluded or limited, this applies equally to the personal liability of the legal representatives, employees, staff and vicarious agents of TERBERG Spezialfahrzeuge.

10.5 To the exception of claims based on tort, the Customer's claims for damages for which the liability of TERBERG Spezialfahrzeuge is limited under this section 10 become time-barred one year from the beginning of the statutory limitation period.

11. Extended lien

For its claims under a contract for work performance, TERBERG Spezialfahrzeuge is entitled to a contractual lien (*vertragliches Pfandrecht*) on the articles that come into its possession as a result of the contract. The contractual lien may also be enforced for claims from previous work, deliveries of spare parts and other services, to the extent they are related to the subject matter of the contract. For other claims arising from the business relationship, the contractual lien applies only if these claims are undisputed or if there exists a final enforceable judgment and the subject matter of the contract is owned by the Customer.

12. Confidentiality

12.1 Unless agreed otherwise and without prejudice to any further obligations under the applicable law, the Customer shall not disclose to third parties any trade and business secrets of TERBERG Spezialfahrzeuge, including the terms of the contract, that are confided in, made available to or otherwise come to the knowledge of the Customer in connection with the contractual relationship. The Customer's employees shall be subjected to equivalent confidentiality obligations.

12.2 The Customer will protect trade and business secrets of TERBERG Spezialfahrzeuge against unauthorised access and handle them with the same degree of care as the Customer's own, equally confidential information but at least with the diligence of a prudent businessman. In particular, the Customer will implement adequate technical and organisational measures appropriate to the circumstances to ensure the confidentiality of the trade and business secrets of TERBERG Spezialfahrzeuge.

12.3 The Customer shall inform TERBERG Spezialfahrzeuge without delay upon becoming aware of any actual or anticipated unauthorised use or disclosure of trade and business secrets of TERBERG Spezialfahrzeuge and take all reasonable measures to prevent or stop any such use or disclosure.

12.4 Without the express prior consent of TERBERG Spezialfahrzeuge, the Customer may not disclose any trade and business secrets of TERBERG Spezialfahrzeuge to third parties unless (a) required by mandatory applicable legal conditions or judicial or regulatory orders and the Customer has informed TERBERG Spezialfahrzeuge of the relevant obligation without delay in text form, or (b) the trade and business secrets are made available to the Customer's advisors in connection with the interpretation or execution of the contract documents or any resultant dispute and the advisors previously signed a confidentiality undertaking in text form in relation to the Customer or are sworn to professional secrecy. The confidentiality undertaking does also not apply in the cases set forth in Sec. 5 of the German Trade Secrets Act.

12.5 This confidentiality obligation shall survive and remain in effect after the termination of the contract to the extent that the trade and business secrets persist.

12.6 The confidentiality obligation does not apply to trade and business secrets which (a) are or become generally known through no breach of any law, (b) are known to the Customer at the conclusion of the contract or (c) are disclosed to the Customer by third parties not violating any obligation of confidentiality.

13. TERBERG CONNECT, processing of data

13.1 If the corresponding module is installed in a vehicle, TERBERG Spezialfahrzeuge may collect data from said vehicle to gain insight into its condition. The data is collected solely for TERBERG Spezialfahrzeuge's internal purposes, including diagnostics, adjustment, monitoring (such as mileage, operating hours, and maintenance), over-the-air vehicle updates, and product development. TERBERG Spezialfahrzeuge does not collect personal data as defined in the General Data Protection Regulation (GDPR).

13.2 If TERBERG Spezialfahrzeuge intends to provide the customer with access to TERBERG Connect or another TERBERG service portal, the parties shall enter into a separate agreement containing the terms and conditions applicable to the use of such services.

14. Assignment, transfer of contract, place of fulfilment, place of jurisdiction, governing law

14.1 Without prejudice to Sec. 354a HGB (German Commercial Code), without the consent of TERBERG Spezialfahrzeuge the Customer may not assign or otherwise transfer or pledge the Customer's rights and claims deriving from the contractual relationship.

14.2 Unless otherwise agreed, the exclusive place of fulfilment of all rights and obligations arising out of the contractual relationship shall be at the registered office of TERBERG Spezialfahrzeuge.

14.3 Hamburg shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with the contract if the Customer is a merchant, a legal person under public law or a public law fund or has no general forum in Germany. However, TERBERG Spezialfahrzeuge may also bring legal proceedings against the Customer before any other court having legal jurisdiction. Nothing in this shall prejudice the validity of any statutory provisions on exclusive jurisdiction.

14.4 The governing law shall be German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).