



General Terms and Conditions of MW Parts GmbH for the sale of goods (terms of sale on customer platform)

§ 1

Scope

(1) These General Terms and Conditions of Sale (hereinafter referred to as "GTC") apply to all contracts concluded via the customer platform www.mwparts.com provided by MW Parts GmbH (hereinafter referred to as the "customer platform") regarding the spare and service parts offered there (hereinafter referred to as "goods") between MW Parts GmbH, Industriestr. 41, 28876 Oyten, Germany (hereinafter referred to as "MW Parts GmbH") and the customer (hereinafter referred to as the "buyer"). However, they shall only apply if the purchaser is an entrepreneur within the sense of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.

(2) All agreements made between the buyer and MW PARTS GMBH in connection with the sales contract result in particular from these GTC, the order confirmation and the declaration of acceptance of MW PARTS GMBH.

(3) The version of these GTC valid at the time of conclusion of the contract shall apply.

(4) For all future transactions with the buyer, these GTC shall apply as general conditions even if their validity has not been expressly referred to again.

(5) Deviating conditions of the buyer shall not be accepted by MW PARTS GMBH and shall not be effective against it. This also applies if MW PARTS GMBH does not expressly object to the inclusion.

(6) In order to use the customer platform, prior registration of the buyer is required. MW PARTS GMBH reserves the right to register exclusively the persons and special funds mentioned in Section 1 Paragraph (1) if they have their registered office within Germany. Registration inquiries can be directed to MW PARTS GMBH at www.mwparts.com. There is no right to registration and the continuation of registration. MW PARTS GMBH reserves the right to reject registration requests (also tacitly). Upon sending the registration request, the buyer agrees to these GTC.

§ 2

Conclusion of contract; required technical steps

(1) The presentation and advertising of articles on the customer platform shall not constitute a binding offer by MW PARTS GMBH to conclude a purchase contract.

(2) In sending an order via the customer platform by clicking the button "Order", the buyer places a

legally binding order (offer). The buyer shall be bound by this offer for a period of two (2) weeks after its submission.

(3) MW PARTS GMBH shall confirm the receipt of the order of the buyer placed via the customer platform immediately by e-mail (order confirmation). Such an e-mail does not constitute a binding acceptance of the order unless, in addition to the confirmation of receipt, the acceptance is declared at the same time.

(4) A contract shall only be concluded if MW PARTS GMBH accepts the buyer's order by a declaration of acceptance or by delivery of the ordered items (acceptance).

(5) If the delivery of the goods ordered by the purchaser is not possible, for example because the respective goods are no longer available, MW PARTS GmbH refrains from a declaration of acceptance. In this case, a contract is not concluded. MW PARTS GmbH shall immediately inform the purchaser about this and shall immediately refund any payment already received.

(6) The order confirmation including these GTC as an integral part of the contract fully reflects all agreements made between MW PARTS GMBH and the buyer regarding the goods. Agreements made prior to the conclusion of the contract shall not be legally binding and shall be replaced by the contract in their entirety, unless it is expressly stated in each case that they shall continue to be binding.

(7) The following technical steps are possible and lead to the conclusion of a contract via the customer platform:

a) The buyer can put products in the "shopping cart" by selecting the appropriate button and specify the desired quantity of the goods there.

b) If the buyer clicks on the corresponding button, they can view their shopping cart at any time without obligation, change the desired quantity and delete individual products from the shopping cart by clicking on the "Remove" button.

c) If the buyer wants to order the goods, they can continue the order by clicking the button "Order" in the displayed shopping cart.

d) The buyer then enters the necessary data (e.g. delivery address and desired shipping method).

e) By clicking on the button "Order", the buyer is taken to the next input step and finally to the order overview.

f) In the order overview, the buyer can check their data again. Input errors or change requests can be corrected before placing the order via the button "Edit", via "Edit shopping cart" or via "Back".

g) Before sending their order, the buyer must accept the terms and conditions of sale and delivery.

h) By clicking on the button "Order" the buyer makes a legally binding offer to conclude a contract (see above Section 2 Para. (2)).

The contract shall then be concluded in accordance with Section 2 Para. (2) to (6) above.

§ 3

Mandatory information on electronic commerce

- (1) The contractual partner of the buyer is MW Parts GmbH, Industriestr. 41, 28876 Oyten, Germany.
- (2) The individual technical steps leading to the conclusion of a contract on the customer platform as well as the possibilities to correct input errors are described in Section 2 Para. (7) of these GTC.
- (3) Whenever a contract is concluded, we store the order information, but not these GTC. The buyer can retrieve the stored order information for a period of 12 months after they have sent their order in their customer centre on the customer platform under "Transactions".
- (4) Contracts shall be concluded via the customer platform in German and in other languages offered on the customer platform.

§ 4

Terms of delivery and self-delivery reservation

- (1) Unless expressly agreed otherwise, MW PARTS GMBH shall determine the appropriate mode of dispatch and the transport company at its reasonable discretion.
- (2) MW PARTS GMBH only owes the timely, proper delivery of the goods to the transport company and is not responsible for delays caused by the transport company.
- (3) MW PARTS GMBH is entitled to partial deliveries as far as this is not unreasonable for the buyer.
- (4) The delivery period is usually seven (7) business days, unless otherwise agreed. It begins with the conclusion of the contract.
- (5) All information on availability, shipment or delivery of the goods are, as it is the sphere of the respective transport company, only prospective information and approximate guidelines. They do not represent binding or guaranteed shipping or delivery dates, unless this is expressly designated as a binding date in the shipping options of the respective goods. Anything else shall only apply to expressly agreed delivery dates.
- (6) If it is foreseeable that a delivery time cannot be kept, MW PARTS GMBH shall inform the buyer about this circumstance immediately stating an expected new delivery date.
- (7) MW PARTS GMBH shall not be liable for the impossibility or delay of its services as far as this is due to force majeure or other events which were not foreseeable at the time of the conclusion of the contract and for which MW PARTS GMBH is not responsible (e.g. breakdowns of any kind, fire, natural disasters, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, delays in the granting of any necessary official permits, official/sovereign measures). This also includes the missing, quantitatively or qualitatively incorrect or untimely delivery by a pre-supplier of MW PARTS GMBH, if MW PARTS GMBH is not responsible for this and at the time of the conclusion of the contract with the buyer had concluded a congruent covering transaction with the pre-supplier. This shall also apply if MW PARTS GMBH concludes the covering transaction immediately after the transaction with the buyer.
- (8) In case of events within the sense of Section 4 Para. (7), the delivery periods shall be automatically extended by the time of the event plus a reasonable start-up period. MW PARTS GMBH is entitled to

withdraw from the contract if the goods are also not available at the expected new delivery date (Section 4 Para. (6)). The buyer is entitled to withdraw from the contract if the new delivery date is more than one month later than the original delivery date. There shall be no claims for damages in each case.

(9) If the ordered product is not available because we are not supplied with this product by our suppliers through no fault of our own, we may withdraw from the contract. In this case, we will inform you immediately and, if necessary, suggest the delivery of a comparable product. If no comparable product is available or if you do not wish to receive a comparable product, we will immediately refund any payment already made.

§ 5

Prices; shipping costs

(1) Price information can be displayed as list price or customer-specific price depending on the customer platform settings. Another setting enables the price display including or excluding the currently valid VAT.

(2) As far as the agreed prices are list prices of MW PARTS GMBH and the delivery by MW PARTS GMBH is to take place only more than six (6) weeks after conclusion of the contract, MW PARTS GMBH shall be entitled to charge the list price current at the time of delivery.

(3) If we fulfil the buyer's order pursuant to Section 4 Para. (3) by partial deliveries, the buyer shall only incur shipping costs for the first partial delivery. If the partial deliveries are made at the request of the buyer, we charge shipping costs for each partial delivery.

§ 6

Terms of payment; set-off; right of retention

(1) The purchase price and the shipping costs are due for payment after conclusion of the contract, unless the payment method selected by the buyer specifies a different due date.

(2) The buyer can transfer the purchase price and the shipping costs according to their choice and, depending on the respective payment method offered for the product in the order process to the account of MW PARTS GMBH indicated in the customer platform, give MW PARTS GMBH a direct debit authorisation. In case of a granted direct debit authorisation, MW PARTS GMBH shall arrange the debit of the buyer's account immediately after conclusion of the contract. A granted direct debit authorisation is also valid for further orders until revoked.

(3) The buyer is not entitled to set off against the claims of MW PARTS GMBH, unless their counterclaims are legally established or undisputed.

(4) The buyer may only exercise a right of retention if its counterclaim arises from the same purchase contract.

§ 7

Retention of title

- (1) Until the complete payment of all present and future claims of MW PARTS GMBH from the purchase contract and a current business relation (hereinafter "secured claims"), MW PARTS GMBH reserves the property of the sold goods.
- (2) The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The buyer has to inform MW PARTS GMBH immediately in writing if an application for opening of insolvency proceedings is filed or as far as accesses of third parties (e.g. seizures) to the goods owned by MW PARTS GMBH take place.
- (3) In case of behaviour contrary to the contract of the buyer, especially in case of non-payment of the due purchase price, MW PARTS GMBH shall be entitled to withdraw from the contract according to the legal regulations or/and to demand the return of the goods on the basis of the retention of title. The demand for return does not include the declaration of withdrawal at the same time; MW PARTS GMBH is rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the buyer does not pay the due purchase price, MW PARTS GMBH may only assert these rights if it has previously set the buyer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.
- (4) Until revoked in accordance with (c) below, the buyer shall be authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall also apply:
- (a) The retention of title shall extend to the products created by processing, mixing or combining the goods of MW PARTS GMBH at their full value, whereby MW PARTS GMBH shall be deemed to be the manufacturer. If, in case of processing, mixing or combining with goods of third parties, the latter's right of ownership remains, MW PARTS GMBH acquires co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
- (b) The buyer now assigns the claims against third parties arising from the resale of the goods or the product in total or in the amount of the possible co-ownership share of MW PARTS GMBH according to the preceding paragraph as security to the latter. MW PARTS GMBH accepts the assignment. The obligations of the buyer set forth in Para. (2) above shall also apply with respect to the assigned claims.
- (c) The buyer remains authorised to collect the claim besides MW PARTS GMBH. MW PARTS GMBH undertakes not to collect the claim as long as the buyer meets their payment obligations towards it, there is no lack of their ability to perform and MW PARTS GMBH does not assert the retention of title by exercising a right according to Section 7 Para. (3). If this is the case, however, MW PARTS GMBH can demand that the purchaser informs it of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, MW PARTS GMBH is entitled in this case to revoke the purchaser's authority for further sale and processing of the goods subject to retention of title.
- (d) If the realisable value of the securities exceeds the claims of MW PARTS GMBH by more than 10%, MW PARTS GMBH shall release securities of its choice at the request of the buyer.
- (5) The buyer shall be obliged to treat the goods acquired under retention of title with care for the duration of the retention of title and to secure them against interventions by third parties. They shall insure the goods for the duration of the retention of title against fire, theft and water damage at replacement value and prove this to MW PARTS GMBH upon request. In case of violation of these obligations, MW PARTS GMBH is entitled to take out an appropriate insurance policy itself at the buyer's expense. The buyer assigns claims for compensation to MW PARTS GMBH.

§ 8

Warranty; guarantees

(1) MW PARTS GMBH is liable to the buyer according to the following provisions:

a) Warranty rights of the buyer require that the buyer has duly complied with its obligation to inspect the goods and to give notice of defects pursuant to Section 377 of the German Commercial Code (HGB). The aforementioned obligation shall be satisfied if the buyer notifies MW PARTS GMBH of obvious defects within seven (7) days after receipt of the goods or in case of hidden defects seven (7) days after their discovery. The assertion of warranty claims shall be excluded in the event of a breach of the obligation to inspect the goods and to give notice of defects.

b) The goods are in conformity with the contract if they do not or only insignificantly deviate from the quality owed at the time of the transfer of risk. MW PARTS GMBH is not liable for deterioration or destruction or improper handling of the goods after transfer of risk.

c) In case of justified complaints, MW PARTS GMBH shall be entitled to subsequent performance by removal of the defect (rectification) or delivery of new goods (new delivery) at its own choice. If MW PARTS GMBH is not ready or not able for the supplementary performance or if this is delayed beyond reasonable periods for reasons MW PARTS GMBH is responsible for or if the supplementary performance fails in any other way, the buyer is basically entitled to demand reduction of the remuneration (reduction), cancellation of the contract (rescission) or compensation instead of the performance at their own choice. MW PARTS GMBH is entitled to make several attempts to rectify the defect, unless this is unreasonable for the buyer.

(2) The limitation period for statutory claims for defects is 12 months from delivery of the goods.

(3) Additional guarantees exist for the goods delivered by MW PARTS GMBH only if this was expressly given in the order confirmation for the respective article. Any seller's warranties given by MW PARTS GMBH for certain articles or manufacturer's warranties granted by the manufacturers of certain articles shall be in addition to the claims due to material defects or defects of title in the sense of the above Section 8 Paras. (1) and (2). Details of the scope of such warranties are set out in the terms and conditions of the warranty which may accompany the articles.

§ 9

Liability

(1) MW PARTS GMBH shall be liable towards the buyer in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or compensation of futile expenses.

(2) In other cases MW PARTS GMBH shall be liable - as far as not regulated differently in Section 9 Para.

(3) - only in case of violation of a contractual obligation, the fulfilment of which enables the proper execution of the contract in the first place and on the observance of which the buyer may regularly rely (so-called cardinal obligation), limited to the compensation of the foreseeable and typical damage. In all other cases the liability of MW PARTS GMBH is excluded subject to the regulation in Section 9 Para. (3).

(3) The liability of MW PARTS GMBH for damages resulting from injury to life, body or health and according to the German Product Liability Act shall remain unaffected by the above limitations and

exclusions of liability.

§ 10

Nature of the goods

Illustrations, drawings, dimensions, weights or other information about the goods of MW PARTS GMBH on the customer platform are only binding if this is expressly agreed in writing. Deviations customary in the trade are permissible. Deviations based on legal requirements or representing technical improvements are also permitted. Furthermore, the replacement delivery of equivalent alternative components is permissible if they do not impair the suitability of the product for the contractually presumed use.

§ 11

Returns

The currently valid return conditions apply, which can be viewed at www.mwparts.com.

§ 12

Copyrights

MW PARTS GMBH has copyrights to all pictures, films and texts published on the customer platform. Use of the images, films and texts is not permitted without the express consent of MW PARTS GMBH.

§ 13

Customs; foreign jurisdictions

(1) If the buyer orders goods from MW PARTS GMBH for delivery outside the EU, these may be subject to import duties and taxes, which will be levied as soon as the package of goods reaches the specified destination. Any additional fees for customs clearance must be borne by the buyer; MW PARTS GMBH has no influence on these fees. Customs regulations vary greatly from country to country, so buyers should contact their local customs office for more information.

(2) Furthermore, it should be noted that the buyer located abroad is considered as an importer when placing orders with MW PARTS GMBH and must comply with all laws and regulations of the country in which he receives the goods.

§ 14

Applicable law; place of jurisdiction; dispute resolution

(1) The law of the Federal Republic of Germany shall apply to these GTC and the contractual relationship between MW PARTS GMBH and the purchaser, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the buyer is a merchant within the sense of HGB, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of MW PARTS GMBH in Oyten. The same shall apply if the buyer is an entrepreneur within the sense of Section 14. However, MW PARTS GMBH is also entitled in all cases to file a suit at the place of performance of the delivery obligation according to these GTC or a prior individual agreement or at the general place of jurisdiction

of the purchaser. Overriding statutory provisions, in particular on exclusive responsibilities, shall remain unaffected.

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