

TERMS AND CONDITIONS OF BUSINESS OF EURA MOBIL GMBH

AGB 06/2019

I. Subject of the Agreement

The following terms and conditions of business apply to all products and services of Eura Mobil GmbH, in particular to motor homes of the models Eura Mobil and Karmann-Mobil, including vehicle options, spare parts and accessories. The present terms and conditions apply to all business persons as defined in Section 14 BGB [German Civil Code], referred to hereinafter as *dealer*. Any transfer of dealer rights and dealer duties derived from contracted purchase agreement will be subject to our written consent.

II. Prices

All prices are net prices ex-works Sprendlingen, for export markets without VAT. For Germany, the Value Added Tax as applicable on the day of delivery will be added to the net prices. Discounts, rebates and bonuses will only be accorded where these have been explicitly agreed upon in written form. Costs for the insurance cover of warehouse risks and transport, shipment and transfer as well as customs levies will be borne by the dealer. Alternative arrangements require a written agreement and written confirmation from the supplier.

III. Payment

Despatch of the invoice will mean that the purchase price is due for payment. The due date for payment is the date of the invoice. All invoices are to be paid within 30 days from the date of invoice without any deductions. After unsuccessful expiration of this period, default will occur automatically. Payments by the dealer are deemed to have been remitted in due time, if the supplier may freely dispose about the full amount. If the dealer defaults in payment, the supplier is authorized to charge interest at the legal rate. There is no right to retention in respect of the payment of the purchase price.

IV. Reservation of Title

We will retain title to all delivered items in our property until full payment of the invoice has been made in total and also of all other claims to payment derived from the business relation. For the period in which title to the items is reserved, any sale, mortgaging, collateral assignment, letting or any other surrender of the purchased item will be subject to our prior written agreement. During the period in which we retain title to the purchased item, we will be entitled to possess the Registration Certificate Part II (vehicle title) and/or the COC paper.

Should we consent to the resale of the purchased item, the dealer now herewith assigns to us the claims to payment to which he is entitled from his customers from the resale together with all ancillary rights. We will be entitled to disclose this assignment. In cases where the dealer defaults, i.e. 30 days after the date of invoice, we will be entitled to cancel the Purchase Agreement with immediate effect. Where we are entitled to claim for damages in place of performance and if we take the purchased item back again, the repaid amount will be the selling price of the purchased item at the time when it is taken back.

Only immediately after we have taken the item back, will the dealer be entitled to call for an official sworn expert (e.g. Deutsche Automobil Treuhand GmbH) to calculate the general marketable price. In this case, the dealer will bear all costs incurred from the item being taken back again and as realized. The costs of realization themselves will amount to a flat 5% of the ordinary sales value, without being based on evidence. They will be greater or less if we furnish evidence of greater costs or, however, if the dealer furnishes evidence that the costs were less or even that no costs were incurred at all.

In the event we take back the purchased item, the dealer's right of possession will be extinguished. The dealer herewith now declares his consent to our entitlement to collect the purchased item from him. We will also be thus entitled if it is a question of securing our reservation of title, without the Agreement having been cancelled. The dealer herewith now assigns to us any claims to indemnity due to the dealer from third parties in the case of the damage or destruction of the items purchased to which we reserve title.

V. Delivery and Default

Confirmed deadlines and delivery periods are not basically binding. After receipt of order, we will advise whether we can deliver and when. We will make every effort to comply with the specified delivery period. If, whilst we are dealing with the order, the dealer calls at any time for another make or model of the item to be purchased, this will trigger a new delivery period. Furthermore, the non-binding delivery period will be lengthened accordingly. We will not bear responsibility on any legal grounds whatsoever for delays in delivery caused by strike, lockout, delays in supplies from sub-contractors and unavoidable events and such like. Any inappropriate delay, for whatever the legal reason and irrespective of the party responsible, will entitle both Parties to withdraw from the Agreement subsequent to a four-month period of grace.

If the arranged or the lengthened delivery period lapses for reasons for which we are responsible, the dealer will only be able to withdraw from the Agreement if he has set us a further four-week period of grace preceded by notification of threatened cancellation sent by registered mail with delivery confirmation voucher and this period of time has expired without results. Claims to damages will in any case be ruled out. This also applies specifically to any delay for which we are responsible.

VI. Takeover/ Acceptance

The dealer undertakes to take receipt and/or collect the purchased item immediately after having been notified of its readiness. The notification of readiness is indicated by the despatch of the invoice. This will contain all information about the completed vehicle. The vehicle will be ready for collection on the grounds for vehicle delivery at our Sprendlingen works, unless otherwise agreed in written form. The risk will pass to the dealer with the notification of readiness of vehicle. The dealer undertakes to inspect the purchased item for acceptance within 5 days after taking receipt of the item and to give immediate written notification of any complaints.

If, after notification of readiness, the dealer defaults in taking over the purchased item, in giving instructions for its shipment or in meeting his duties to payment for more than 14 days, we will be entitled to withdraw from the Purchase Agreement subsequent to an eight-day period of grace and to call for compensation of damages because of non-fulfilment. In this case we will be entitled to claim 15% of the purchase price. The same will apply in circumstances of impending insolvency, i.e. for vehicles already ordered and for which production has already commenced at the time the petition for insolvency is filed. The interest claim on the purchase price as defined in section III will end upon payment of compensation for damages or upon the posting of compensation amount in the current dealer's clearing balance. From that moment we will charge interest on the amount of damage compensation as defined in section III. Compensation for damages will be greater or less, if we furnish evidence of greater costs or, however, if the dealer furnishes evidence that the damages were less or even that no damages were suffered at all.

As from the time the risk passes to the dealer, the dealer undertakes to take out an insurance reinstatement policy in our favour that guarantees to cover the purchased item from the time of invoicing/readiness through to full payment against all risks, particularly transport, theft, accident, natural catastrophes (hail, storm, fire), poor weather conditions and civil war. The dealer explicitly confirms this insurance cover and will present evidence thereof if requested.

VII. Defects of Quality and Guarantees

We guarantee the flawless condition in material and workmanship of the purchased item in line with respective state-of-the-art technics. The period of guarantee is 12 months. It will commence on the day the vehicle is first registered yet will at most be 18 months as from notification to the dealer of the vehicle's readiness. Further claims will not be affected hereby, where we are liable by law or have agreed otherwise, in particular in respect of bearing the guarantee for leak-proof guarantee. In respect of our liability for defects of quality, we will, at our discretion, either provide remedy or replace the faulty part and will bear labour costs for the repair or replacement/exchange. We will decide whether the remedy is carried out at the dealer's authorized workshop or on our premises. We will decide where the defect is to be remedied. Should the dealer not effect the remedy at his own business premises, he will notify us in writing before eliminating the defect.

The dealer will ensure that the end customer renders the purchased item available for repair or for an exchange of the faulty part; we will not compensate for any damages associated therewith or for further direct or indirect damages or costs. The guarantee itself will be ruled out if the item purchased was altered at an unauthorized workshop or parts of unauthorised origin were installed and the damages in question relate in cause to the change effected or the end customer failed to comply with the operational instructions or the defect or the damages are attributable to the failure to comply with the relevant provisions of StVZO [Road Traffic Licensing Regulations] or to natural wear-and-tear or damage.

If the remedy provided fails for a second time or the replacement delivery proves to be defective again, the dealer will grant us a further subsequent 3-week period of grace for remedy or replacement delivery. If the acknowledged defects are still not then corrected, the dealer will be entitled to reverse the transaction. In this case we will refund the dealer the ex-works selling price minus a deduction for use plus a 3% margin of the original ex-works selling price. We will refund the dealer for the installed extra fittings at original cost. The dealer himself undertakes to refund his end customer the amount to be paid for reversing the transaction. No other claims will be asserted against us. To clear justified rights the requirements out of our warranty guideline are to be applied.

We bear no liability for built-in parts from the companies Dometic and Truma. In this respect, we assign the dealer all possible claims to guarantee from the afore-mentioned manufacturers. We undertake to support and assist the dealer in this matter.

VIII. Liability

In the event that the rules of law require us to compensate for damages caused by slight negligence, we will bear no liability. Should damages be caused not by our slight negligence but by our gross negligence, our liability will be restricted to the typical damages foreseeable at the time the Agreement was contracted. Where damages are covered by an insurance policy taken out by the dealer for the claim in question, we will only be liable for any detriment possibly suffered by the dealer, e.g. increased insurance premiums or loss of interest until the claims has been settled by the insurance company. The restrictions of liability in the present section will not apply in cases of injury to life or limb. Besides this, valid liabilities due to product liability law are not affected.

IX. Place of Jurisdiction/ Place of Performance

For all present and future claims including claims arising from a bill or cheque, the exclusive place of jurisdiction is Mainz. The same place of jurisdiction will apply if the dealer does not have a place of jurisdiction within the country of Germany, relocates his place of residence or regular place of abode out of the German country after having contracted the Agreement or if his regular place of abode is unknown at the time legal action is filed. The place of performance for all claims of the Parties is our corporate headquarter Sprendlingen. For all claims, the law of the Federal Republic of Germany will apply exclusively.

X. General

Should one or several provisions be or become legally inoperative, this will not affect the remaining provisions. In this case, the Parties will agree to a provision that is admissible by law and corresponds to the invalid provision in terms of business intent.