

These General Terms and Conditions – Purchase – (hereinafter: Purchase Terms) shall apply to all contracts concluded for deliveries and performances between HOTMOBIL Deutschland GmbH (hereinafter: HOTMOBIL) and the purchaser (hereinafter: Purchaser or Client) as entrepreneur in the sense of article 14 of the German Civil Code (BGB) (contract is part of the business of the purchaser's company). Further, these Terms and Conditions will apply to the extent the purchaser is a corporate body under public law or of the public separate estate:

I. General:

1. All agreements made between HOTMOBIL and the purchaser in the context of the purchase contract are, in particular, subject to these Purchase Terms. Figure II applies. The version of the Purchase Terms valid at the moment when the contract is concluded shall be decisive.
2. The following Terms and Conditions will exclusively apply to any deliveries and performances under a purchase contract, including service and consultancy services unless otherwise agreed upon by the Purchaser and HOTMOBIL.
3. Conflicting terms and conditions will not apply, unless Seller has expressly agreed to them in writing. Our General Terms and Conditions will apply even if Seller, with knowledge of any conflicting or deviating terms and conditions of the client, provides the services to the client without reservation or if Seller does not expressly object to the terms and conditions of the client again after receipt. Any deviating and verbal agreements will only be effective if Seller has accepted them in writing or by fax or e-mail.
4. The management of a customer account requires personal data. The required data are marked with an “*” at registration. By registering, the Purchaser agrees to the data being used for account management. HOTMOBIL processes these data after the Purchaser's consent to process requests and

to execute the contract in line with the applicable data protection regulations.

5. Our company group consists of the divisions ENERENT GmbH, mobiheat GmbH and HOTMOBIL Deutschland GmbH. If one of these entities is not able to process your request for capacity reasons, we will forward it to one of the above-mentioned affiliated companies on the basis of our legitimate interest pursuant to Art. 6 para. 1 lit. f GDPR. Each entity acts independently, i.e. if you wish to submit data subject rights, you can address them to any of the three corporate entities. Further information can be found in our privacy policy under [Privacy Policy | HOTMOBIL](#).

II. Offer and Conclusion of Contract

1. HOTMOBIL reserves the title, the copyrights and any other rights in and to the documentation that is part of any offer (e.g. illustrations, drawings, labeling). They must not be disclosed to any third parties, unless it has expressly been stated that they are to be circulated or after the previous written consent by HOTMOBIL.
2. All HOTMOBIL offers are subject to change. Any transactions and other agreements shall only become binding after written agreement between the Purchaser and HOTMOBIL based on these Purchase Terms.
3. Presentation and advertising of articles by HOTMOBIL shall not be construed as binding offer to conclude a purchase contract.
4. A contract shall only be effective after HOTMOBIL and the Purchaser both have signed the written purchase contract subject to these Purchase Terms.
5. Should delivery of the goods ordered by the Purchaser not be possible, for example, because the requested goods are not on stock, HOTMOBIL refrains from signing a contract. In this case, no contract shall be concluded. HOTMOBIL shall inform the Purchaser immediately hereof and promptly refund any payments received.
6. Any information and illustrations by HOTMOBIL attached or included shall only

File name:	2024-01-AGB-HOTMOBIL-Kauf-Revision10-englisch			Status: Active
Responsibility:	Eberhard Plaum	Revision: 10	Version date: 01/2024	Page 1 of 4

be binding to the extent as expressly marked as binding. Minor optical deviations shall not constitute a defect of the purchase item as such.

III. Prices

All HOTMOBIL prices are subject to VAT and are denominated in euros. Furthermore, they are made up as follows:

- a. Sales price ex works;
- b. Surcharge for supplies (if applicable)
- c. Basic amount for commissioning, instruction and handover (if applicable)
- d. Cost lump sum for transport plus packaging (if applicable)
- e. Tariffs and freight charges

IV. Terms of delivery and payment

1. HOTMOBIL is entitled to partial delivery if this is acceptable for the Purchaser.
2. The delivery term depends on the manufacturing capacity; the customer is informed of the binding delivery term when the contract is concluded, unless otherwise agreed.
3. The contractual payment terms shall be agreed separately in the written purchase contract concluded between HOTMOBIL and the customer.

V. Prices and transport costs

1. All prices are net prices plus the applicable legal value added tax; they include any transport costs.
2. In case of partial delivery, however, the following applies: If HOTMOBIL fulfills the Purchaser's order by means of partial deliveries acc. to clause IV. no. 1, the Purchaser shall only pay transport costs for the first partial delivery. If partial deliveries are made at the Purchaser's request, HOTMOBIL shall charge transport costs for each partial delivery.

VI. Terms of Payment, Settlement, Offset

1. The purchase price and the transport costs are due at the moment the order is placed acc. to clause II, unless otherwise agreed. The purchaser may pay the purchase price and the transport costs, at his choice, by means of immediate transfer to HOTMOBIL's account, by Paypal or credit card.
2. After a successful credit check, payment on account is possible. The payment term shall be fixed individually by HOTMOBIL. HOTMOBIL reserves the right to supply against prepayment only. Deduction of cash discount requires an explicit agreement. HOTMOBIL can only accept discount deduction provided HOTMOBIL receives the payment on the agreed date and/or date mentioned in the invoice.
3. The purchaser is not entitled to offset certain amounts against HOTMOBIL's claims unless these counterclaims have become res judicata or are undisputed. The purchaser shall also be entitled to offset against HOTMOBIL's claims, if the purchaser asserts claims for defects or if the counterclaim results from the same purchase contract.
4. The purchaser may only exercise his right of retention if the counterclaim results from the same purchase contract.
5. In case of default in payment, for each payment reminder dunning costs in the amount of EUR 40.00 will be charged as a lump sum.
6. Regardless of any terms of redemption communicated by the client, incoming partial payments will at first be credited against any costs, interest receivable and then against the older arrears. HOTMOBIL will provide the client with corresponding statements in this regard.

File name:	2024-01-AGB-HOTMOBIL-Kauf-Revision10-englisch			Status: Active
Responsibility:	Eberhard Plaum	Revision: 10	Version date: 01/2024	Page 2 of 4

V. Time for Delivery and for Performance

1. The delivery date shall be agreed bindingly by HOTMOBIL and the Purchaser in the purchase contract based on these Purchase Terms.
2. HOTMOBIL will not be obliged to commission the object sold, unless such a commissioning has expressly been agreed.
3. In case HOTMOBIL is unable to fulfill their obligations in due time due to any force majeure event or any other unforeseeable, extraordinary circumstances or events beyond HOTMOBIL's control, e.g. operating troubles, delivery delays on the part of suppliers, strikes, traffic jams and official interventions, or due to any other unforeseeable, unavoidable events HOTMOBIL is not responsible for, the specified time for delivery and for performance will be extended for the time period of such delay. In case of inability to effect delivery because of any of the aforementioned circumstances or events, HOTMOBIL will be released from their delivery obligation.
4. Unless expressly otherwise agreed, the place of performance will be the Purchaser's place of business. If the purchaser requests shipment of the object sold, passage of risk will take place upon handover of the object sold to the forwarding agent, the haulage contractor or any other person in charge for effecting shipment. If no explicit agreement has been made regarding the means of transport, HOTMOBIL will make a choice in this regard for the purchaser with due diligence.

VIII. Duty of Examination and Notification, Warranty / Defect rights

1. HOTMOBIL has to be informed, in writing or by telex, about any defects without undue delay, however, no later than within a preclusive period of three days following receipt of the goods or occurrence of the defect.

2. HOTMOBIL does not accept any warranty claims due to failure to observe the operating instructions and inappropriate changes by the Purchaser.
3. HOTMOBIL expressly points out that the Purchaser's defect rights do not cover wearing parts, such as gaskets, heating elements) if they are worn out through normal, usage-related wear and tear.

IX. Liability

1. HOTMOBIL shall be liable towards the Purchaser in all cases of contractual or non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or compensation for futile expenses.
2. In all other cases – unless otherwise regulated under no. 3 – HOTMOBIL will only assume liability for violation of contractual duties the fulfillment of which makes proper execution of the contract possible in the first place and on the observance of which the buyer may regularly rely (so-called cardinal obligation), , but only up to the amount of the foreseeable typical damage. In all other cases, liability by HOTMOBIL shall be excluded subject to the regulation under no. 3.
3. HOTMOBIL's liability for damages due to injury to life, body or health and under the German Product Liability Act will remain unaffected by the above limitations and exclusions of liability.
4. Those limitations of liability and exclusions mentioned under no. 1 to 3 will not apply to any claims that are based on fraudulent behavior on the part of HOTMOBIL.
5. The aforementioned exclusions of liability will also apply to HOTMOBIL employees, workers, representatives and agents.

X. Retention of title, resale and assignment

1. HOTMOBIL reserves title to the object sold and any accessories until full payment of the purchase price has been effected.

File name:	2024-01-AGB-HOTMOBIL-Kauf-Revision10-englisch			Status: Active
Responsibility:	Eberhard Plaum	Revision: 10	Version date: 01/2024	Page 3 of 4

2. The purchaser is entitled to resell the object sold and any accessories in the ordinary course of business. Now already, the purchaser assigns to HOTMOBIL any receivables in the amount of the net invoice amount charged to their customer which the purchaser is entitled to against their customer as a result of the resale of the object sold.

Until further notice, the purchaser will remain entitled to collect the receivables. This will not affect HOTMOBIL's right to collect the receivables. HOTMOBIL undertakes to not collect the receivables as long as the purchaser meets their payment obligations from consideration collected, is not in default and does not request for the opening of insolvency proceedings regarding the assets of the purchaser. If any of those situations occur, the purchaser will be obliged to notify HOTMOBIL of the assigned receivables and their debtors and to provide HOTMOBIL with all required documents. The purchaser has to inform their customer about such an assignment without undue delay.

3. During the reserved property period the purchaser will be obliged to treat the object sold with due care and to carry out any maintenance work at their own expense. If the purchaser does not fulfill their contractual obligations, including, but not limited to, timely payment of the purchase price, HOTMOBIL will, after having set an appropriate deadline, rescind the purchase contract and request from the buyer or a third party surrender of the goods subject to retention of title.

XI. Copyrights & rights to related property rights

1. At the documents received in the course of the conclusion of the contract, images, operating instructions, terms and conditions etc.) in electronic and written form, the customer acquires simple and non-transferable usage rights for their own purposes.

2. The contractual partner is forbidden to copy, change or duplicate these documents for their own use in legal traffic. Any use of these documents that go beyond the internal purposes requires the previous, separate and express consent from HOTMOBIL in text form. Furthermore, HOTMOBIL is not liable for protective or copyright damage from third parties, which arise from the contractual partner's use contrary to the contract.

XII. Applicable Law / Contractual Language

The laws of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods will apply.

The contractual language is German.

XIII. Miscellaneous

1. If a provision of this contract is or becomes inoperative or if the contract contains a so-called lacuna, this will not affect the validity of the remaining content of the contract.
2. Inoperative provisions or so-called lacunas shall, to the extent this is compatible with the purpose of the contract, be replaced by other provisions which lead to the same result in legal terms and to a similar result which, in good faith, can be deemed acceptable to the contractual
3. There are no other oral agreements. Any modifications or amendments to this contract must be made in writing and must be approved by the other contractual party in order to be effective. The same applies to the waiver of the requirement of written form.
4. Any disputes arising directly or indirectly from the contractual relationship shall be exclusively settled by the competent courts at HOTMOBIL's principal place of business. Further, HOTMOBIL will be entitled to take action before the competent courts at the purchaser's place of business.

File name:	2024-01-AGB-HOTMOBIL-Kauf-Revision10-englisch			Status: Active
Responsibility:	Eberhard Plaum	Revision: 10	Version date: 01/2024	Page 4 of 4