

## General Terms & Conditions for the purchase of production material and spare parts destined for automobiles

StreetScooter GmbH, Jülicher Str. 191, 52070 Aachen, Germany

### 1. Scope of Application of these Purchase Terms

1.1. The entire legal relationship between StreetScooter GmbH ("StreetScooter") and the supplier ("Supplier") shall exclusively be governed by the following general terms and conditions of purchase ("Purchase Terms") for the purchase of production material and spare parts destined for automobiles (hereinafter referred to as the "Products") and by any additional terms individually agreed between the parties. Supplier accepts these Purchase Terms as binding upon acceptance of StreetScooter's purchase order or, at the latest, upon delivery of the Products ordered. Any other general terms and conditions shall not be applicable, even if StreetScooter does not expressly reject them or if Supplier indicates that Supplier is only willing to deliver in accordance with its own terms and conditions. These Purchase Terms shall also apply to all future transactions with Supplier.

1.2. StreetScooter may at its sole discretion assign to an affiliated company in terms of Sec. 15 et seq. AktG (Stock Corporation Act) certain rights under the relevant contract, e.g. the right to order Products from Supplier (such an affiliated company shall hereinafter be referred to as an "Affiliate"; a list of such Affiliates shall be made available to Supplier upon request). In this case, Order Confirmations (as defined in clause 2.2) and any rejections of Orders shall be provided to the relevant Affiliate in due time (as set out in clause 2.3). For the avoidance of doubt, the relevant Affiliate shall not become a party to the relevant contract between StreetScooter and Supplier.

In addition, any Affiliate may order Products from Supplier on its own. In that case, these Purchase Terms shall be incorporated into the relevant contract, and the term "StreetScooter" used herein shall be deemed to refer to such Affiliate.

### 2. Orders; Conclusion of Contract

2.1. StreetScooter's purchase orders for Products ("Orders") and delivery releases are not binding unless made in writing or via e-mail. Verbal Orders or Orders placed by telephone are not binding and require a written or e-mail confirmation by StreetScooter's managing directors (*Geschäftsführer*) or a member of StreetScooter's purchasing department in order to become binding. Amendments to and changes of the Orders or delivery releases or any supplements hereto shall not be binding until made in writing or via e-mail.

2.2. Supplier's acceptance of an Order ("Order Confirmation") must be made in writing or via e-mail. An Order Confirmation whose content deviates from the Order constitutes a counter-proposal (Sec. 150 (2) BGB, German Civil Code) and shall be binding only if accepted by StreetScooter in writing or via e-mail. Under no circumstances shall silence on the part of StreetScooter be deemed as acceptance of an Order Confirmation that deviates from the original Order.

2.3. In case StreetScooter does not receive Supplier's Order Confirmation within three (3) weeks after Supplier has received StreetScooter's Order, StreetScooter shall have the right to revoke such Order. Any delivery release shall become binding if Supplier does not reject such release within two (2) weeks of its receipt.

2.4. To the extent it is reasonably acceptable to Supplier, StreetScooter may demand changes to be made to the Products relating to their construction and design. All consequences following therefrom, in particular additional costs or reduction of costs, shall be resolved in an appropriate and fair manner.

### 3. Payment; Invoice

3.1. Payment shall be made in Euro by bank transfer or by check. Payments may be effected by an Affiliate.

3.2. In the case of premature shipments, payment will be made according to the agreed delivery date.

3.3. The prices indicated in the Order for the delivery of Products are fixed (final) and include free shipping (DDP, Incoterms 2010) to the delivery address indicated in the Order, packaging, insurance and other ancillary costs, but are exclusive of VAT

3.4. Payment of the invoiced amounts shall be made at StreetScooter's discretion within ten (10) days with a discount of two percent (2%) or within thirty (30) days net, unless provided otherwise. These time limits shall commence on the day on which StreetScooter receives the invoice, but in no event before Supplier has completed the Order.

3.5. If StreetScooter is in default of payment, StreetScooter shall owe default interest in the amount of five (5) percentage points above the base rate according to Sec. 247 BGB.

3.6. The invoice is to be sent in duplicate to StreetScooter. The invoice must indicate the supplier number, the number and date of the Order, additional information identifying the party placing the order (cost allocation), VAT registration number for cross-border supplies within the European Union, place of unloading, the number and date of the delivery note and the quantity of Products charged for. A separate invoice must be issued for each delivery note (clause 4.5).

3.7. Supplier is only entitled to a set-off (*Aufrechnung*) if its counterclaim is uncontested, ready for decision or has been finally adjudicated. Supplier is only entitled to assert a right of retention (*Zurückbehaltungsrecht*) to the extent that its counterclaim is based on the same contract and is uncontested, ready for decision or has been finally adjudicated.

### 4. Delivery; Delivery Note

4.1. Supplier shall inform StreetScooter about the prospective delivery date of the Products if and to the extent it is possible and reasonable for Supplier to provide this information. If Supplier is unable to commit to a certain delivery date, Supplier shall inform StreetScooter about the earliest and latest potential delivery date.

4.2. Agreed delivery dates are met if the Products are delivered at the agreed delivery address at the agreed time and in the agreed quantity and quality.

4.3. Supplier must inform StreetScooter without undue delay in writing about all circumstances, including their cause and anticipated duration, which could affect timely delivery once these circumstances become apparent. StreetScooter reserves the right, in accordance with statutory law, to rescind the contract if Supplier exceeds the agreed upon delivery date. If Supplier is responsible for exceeding the delivery date, then StreetScooter reserves the right to claim damages in lieu of performance in accordance with the statutory provisions.

4.4. The risk of accidental loss or deterioration of the Products shall be borne by Supplier until the Products arrive at the agreed destination. The agreed destination shall be the place of performance.

4.5. Supplier shall attach to each delivery a delivery note in duplicate containing the following information: date of Order, Order number, other identifiers as required in the Order, quantity of Products. A copy of the delivery note must be sent to StreetScooter by fax or e-mail to the attention of the respective buyer on or before the agreed delivery date. Any additional costs incurred by StreetScooter due to Supplier's non-compliance with the shipping instructions, for which Supplier bears responsibility, shall be charged to the Supplier. This shall not apply to the extent Supplier can prove that it is not responsible for said non-compliance.

4.6. Partial deliveries shall not be permitted unless StreetScooter has given its express consent.

4.7. If StreetScooter and Supplier do not stipulate the type of packaging and shipping, Supplier shall be obliged to provide for customary type of shipping and packaging.

4.8. On StreetScooter's request Supplier must take back free of charge any transport packaging as well as any retail and outer packaging at any time or, in the event of recurrent deliveries, at the time of the subsequent delivery.

### 5. Confidentiality

5.1. Illustrations, drawings, plans, calculations, materials, samples, models, matrices, patterns, drafts, prototypes, tools, equip-

ment and other devices, items or documents (jointly "**Items**") of StreetScooter shall remain StreetScooter's property, and StreetScooter shall retain all ownership rights and copyrights in its Items. Without StreetScooter's express written consent, StreetScooter's Items shall not be made available to third parties, nor reproduced or used for purposes other than those determined by StreetScooter. Unless provided otherwise, the Items of StreetScooter may be used exclusively for executing Orders of StreetScooter; the same shall apply with respect to Items paid for by StreetScooter. After execution of the Order the abovementioned Items must be returned to StreetScooter upon request without undue delay. Supplier shall treat StreetScooter's Items with care and shall store them separately.

5.2. The parties undertake to treat all non-public commercial and technical know-how and information of the respective other party of which they become aware due to the business relationship ("**Information**") confidential and shall refrain from disclosing the Information to third parties. This shall apply both during and after the end of the parties' supply relationship. The confidentiality obligation shall in particular apply to any Information that is incorporated in an Item according to clause 5.1 and/or is related thereto.

5.3. The confidentiality obligation set out above shall not apply if and to the extent the party receiving the Information and/or Items solely passes them on to those of its employees who need to know the Information and/or Items to fulfill the Order ("**Authorized Persons**"), provided that, to the extent legally permissible, such Authorized Persons are obliged to maintain the confidentiality of the Information and/or Items both during and after their employment with the receiving party.

5.4. The obligation under clause 5.2 shall not apply to any Information that:

(a) has already been in the public domain at the time of disclosure or becomes part of the public domain afterwards without any breach of the obligations set out in clause 5.2;

(b) the party obliged to maintain confidentiality legally receives or has legally received from a third party if the third party or the person from whom the third party received the Information is not obliged to maintain confidentiality;

(c) upon disclosure of the respective Information to the party that is obliged to maintain confidentiality is already known to that party independent from the other party and without using the Information received so far; this exception from the confidentiality obligation shall only apply if the obliged party objects to its confidentiality obligation without undue delay after receipt of the Information; and/or

(d) is legally required to be disclosed.

5.5. Clause 5.4 shall apply *mutatis mutandis* to the obligation according to clause 5.1 if and to the extent the Items represent Information that is not subject to the confidentiality obligation according to clause 5.4.

5.6. With respect to safeguarding the confidentiality of the Information, either party undertakes to employ the same degree of diligence and care it would employ in its own matters; in any event, it must at least employ the diligence and care usual in the ordinary course of business.

5.7. Upon request of StreetScooter, Supplier must insure all Items mentioned in clause 5.1 against fire and theft at its own expense for the time period Supplier has them in its possession or control.

5.8. Supplier undertakes to ensure that its subcontractors comply with the provisions set forth in clauses 5.1 to 5.7.

## 6. Delay

Supplier reimburse StreetScooter for all damages caused by Supplier's delay in delivery. However, there shall be no right of recovery for loss of profit and damages resulting from interruption of business. In case of minor negligence damages shall be limited to additional freight costs and additional assembly costs or to the additional costs resulting from purchases from alternative sources in the event Supplier fails to meet an extended term or if StreetScooter's interest in delivery has become frustrated.

## 7. Force majeure

In case of acts of God, war or natural disasters and other non-foreseeable, inescapable and serious adverse events, the parties shall be temporarily relieved from their obligations for the duration of such events and to the extent their obligations are affected. This shall also apply if the party concerned is already in default. The parties shall give each other such necessary information as may reasonably be expected without delay, and to adjust their obligations in good faith to the changed circumstances. The statutory right of rescission remains unaffected.

## 8. Quality and Documentation

8.1. The quality of the Products and Supplier's responsibility for their quality shall be governed by the respective individual agreements of the parties and the applicable quality assurance agreement, if any, as amended from time to time. Supplier shall deliver Products free from defects in quality and title. The Products shall be in accordance with the latest state-of-the-art in particular with respect to engineering, shall comply with all applicable safety regulations and agreed technical data.

8.2. The Products must fully comply with the agreed specifications. Supplier must not change/modify the Products to be delivered without StreetScooter's prior written consent. The first sample inspection (*Erstmusterprüfung*) shall be carried out in accordance with the publication "Quality Assurance for Supplies Production process an product approval PPA", 5<sup>th</sup> edition, 2012 (*Sicherung der Qualität von Lieferungen Produktionsprozess- und Produktfreigabe PPF, 5. Aufl. 2012*) of the Association of the German Automotive Industry ("**VDA**"). Supplier shall in any event permanently ensure that Products to be delivered will be of the agreed quality. The parties shall inform each other of potential improvements to the quality of the Products. To the extent the parties have not agreed how and to which extent Products shall be tested, StreetScooter shall, if Supplier so requests, agree to discuss testing with Supplier in order to determine how tests shall be conducted. In addition, StreetScooter shall, upon request, inform Supplier about applicable safety regulations.

8.3. Supplier must state in its quality records for all Products when, how and by whom checks were carried out in order to ensure their defect-free manufacture. These records must be kept for ten (10) years and presented to StreetScooter upon request. Supplier is required to impose similar obligations on its subcontractors, to the extent legally permissible. The VDA publication "Documentation and Archiving - Code of practice for the documentation and archiving of quality requirements and quality records", 3<sup>rd</sup> edition, 2008 (*Dokumentation und Archivierung - Leitfaden zur Dokumentation und Archivierung von Qualitätsforderungen*, 3. Aufl. 2008) shall serve as guidance.

8.4. In the event any authorities responsible for vehicle safety, emissions standards and the like, demand inspection of the manufacturing process and disclosure of the test records, Supplier shall upon request of StreetScooter in good faith grant such authorities inspection rights similar to their inspection rights regarding StreetScooter, and shall assist them reasonably.

## 9. Defects; StreetScooter's Warranty Rights

9.1. Upon receipt of Products, StreetScooter shall inspect them without undue delay to the extent this is reasonable within the ordinary course of business. StreetScooter shall notify Supplier without undue delay about any defects discovered. If a defect is discovered at a later point in time (hidden defect), Supplier must immediately provide notice thereof to StreetScooter.

9.2. If Supplier is in breach of its obligations under clause 9.1 (in particular with respect to the obligation to deliver Products without any defects in quality or title), StreetScooter's rights in particular to subsequent performance (*Nacherfüllung*), rescission, reduction (*Minderung*), damages or reimbursement of expenses (*Aufwendungsersatz*) shall in principle be determined by statutory law, however, modified as follows:

- Prior to the start of production (processing or fitting), Supplier shall be given the opportunity by StreetScooter to sort out as well as remedy the defect or replace the Product unless this cannot reasonably be expected from StreetScooter. In case Supplier is unable to accomplish this or does not comply without undue delay, StreetScooter is entitled to rescind the contract to this extent

and return the Products to Supplier at Supplier's risk. In urgent cases StreetScooter may, after consultation with the Supplier, remedy the defect itself or have it remedied by a third party. Any costs resulting therefrom shall be borne by Supplier. In case the same Products are repeatedly supplied in defective condition, StreetScooter shall be entitled to rescind the contract also with respect to the Products not yet supplied if, upon written notification, Supplier has again delivered defective goods.

- In the event the defect is discovered after production has started, Sec. 439 BGB shall apply (unless excluded by Sec. 377 HGB).

9.3. Unless otherwise agreed, the statute of limitations for Buyer's warranty rights shall be 36 months from the initial vehicle registration (*Fahrzeugregisterung*) or, in case of the use of replacements (see below in clause 9.5), from the installation of the relevant replacement. In any event, the statute of limitations shall not be longer than 42 months after delivery.

If StreetScooter has notified Supplier of the relevant defect in due time, the statute of limitations for warranty rights is suspended until Supplier has finally rejected responsibility for the defect or has declared that the defect has been remedied. If Supplier recognizes its subsequent-performance obligation, subsequent performance shall trigger the commencement of a new statute of limitation period. In the event the defect is remedied the new statute of limitations shall only apply to the extent the Product was defective and the defect has been remedied. If a replacement is delivered, the statute of limitations shall apply to the entire replacement.

9.4. Acceptance of delivery and/or payment of the purchase price by StreetScooter shall not constitute an acknowledgement of perfect tender.

## 10. Product Liability; Product Recall

10.1. To the extent Supplier bears responsibility for a Product defect whose cause lies within its sphere of control and organization, Supplier shall be obliged to indemnify StreetScooter upon first demand against all damage claims of third parties. Supplier shall reimburse all of StreetScooter's necessary expenses in connection with these claims.

10.2. Supplier is obliged to obtain insurance, in a reasonable amount, against the risks of product liability for the Products delivered by Supplier. Upon written request, Supplier shall provide StreetScooter with proof of the insurance coverage within two (2) weeks from receipt thereof. Should Supplier fail to provide such proof in said period of time, StreetScooter shall be entitled to take out such insurance at Supplier's expense.

10.3. If StreetScooter is obliged to conduct a product recall due to a defect of a Product, Supplier shall bear all necessary expenses in connection with the recall to the extent such expenses stem from the Products being defective.

## 11. Liability

11.1. Supplier shall only be liable for culpably caused damages, unless statutory law provides otherwise.

11.2. Liability of Supplier shall be excluded to the extent StreetScooter has on its part effectively excluded any liability in relation to its customer.

11.3. Any damage claims of StreetScooter against Supplier shall be excluded insofar as damage is caused by the non-observance of operating, service and installation instructions by StreetScooter or is due to unsuitable or inappropriate use, incorrect or careless treatment, normal wear and tear or incorrect repair by StreetScooter or a third party acting on behalf of StreetScooter.

11.4. If StreetScooter intends to assert a claim against Supplier, it shall inform Supplier thereof in good faith and shall give Supplier the opportunity to investigate the damage occurred. The parties shall discuss steps to be taken, in particular in case of settlement negotiations.

## 12. Insurance for Product Recall

12.1. The supplier is obliged to obtain insurance, in a reasonable amount, against the risks of product recall for the goods delivered by him.

12.2. Upon written request, the supplier shall provide StreetScooter GmbH with proof of the insurance coverage within two weeks from receipt thereof.

12.3. If StreetScooter GmbH is obliged to recall goods due to a defect, the supplier shall bear all necessary expenses in connection with the recall to the extent such expenses stem from the goods being defective.

## 13. Industrial Property Rights

13.1. Supplier shall ensure that (i) the Products, (ii) the delivery of the Products by Supplier and (iii) their use in accordance with the contract do not violate any industrial property rights of third parties.

13.2. Supplier shall be obliged to indemnify StreetScooter upon first demand against all claims by third parties due to the breach of such industrial property rights and to reimburse all necessary expenses in connection with these claims. Supplier shall indemnify StreetScooter's customers against all liabilities resulting from the breach of such industrial property rights by Supplier.

13.3. The obligation under clause 12.2 shall not apply to the extent Supplier does not bear responsibility for the breach of obligation according to clause 12.1.

13.4. Any other warranty claims of StreetScooter shall remain unaffected.

13.5. The parties shall inform each other on all risks of violation or alleged violations and give each other the opportunity to jointly defend themselves against such claims.

13.6. Upon StreetScooter's request, Supplier shall inform StreetScooter about the use of any published or unpublished industrial property rights owned by Supplier or licensed to Supplier relating to the Products.

## 14. Retention of Title

Supplier's retention of title will only be accepted by StreetScooter if and to the extent Supplier retains title until Supplier receives the purchase price for the Products delivered. Any extended or expanded retention of title (*verlängerter oder erweiterter Eigentumsvorbehalt*) by Supplier shall be invalid, unless otherwise agreed.

## 15. Miscellaneous

15.1. In the event one of the parties ceases to make payment, or insolvency or non-judicial settlement proceedings are applied for, the other party shall be entitled to rescind the relevant contract with respect to the part not yet fulfilled.

15.2. Any transfer of rights of the Supplier against StreetScooter to a third party shall require StreetScooter's prior written consent. Sec. 354a HGB (German Commercial Code) shall remain unaffected hereby.

15.3. The contract and the rights and obligations arising out of it may be wholly or partially transferred by StreetScooter to an Affiliate, without approval of Supplier; in such case, StreetScooter and the Affiliate shall be jointly and severally liable.

15.4. If a provision of the contract and/or these Purchase Terms is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected thereby. The parties shall replace the invalid provision by a provision that comes closest to the material content of the invalid provision without being invalid.

15.5. Amendments and supplements to the contract and/or these Purchase Terms and any side agreements must be made in writing. The same shall apply to the amendment of this written-form requirement.

15.6. Place of performance shall be the agreed place of delivery (e.g., an Affiliate's factory). If no specific place is agreed, place of performance shall be the seat of StreetScooter.

15.7. For any and all disputes arising from or in connection with the parties' contractual relationship, exclusive venue shall be Aachen.

15.8. The laws of the Federal Republic of Germany shall apply to these Purchase Terms and to the parties' contractual relationship. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.