

General Terms and Conditions of Purchase of Cargodian GmbH (GTCP)

Definitions

Within these General Terms and Conditions of Purchase (GTCP) the following defined terms shall have the meanings ascribed:

Customer/Buyer: A customer/buyer within the meaning of these GTCP can only be an entrepreneur within the meaning of Section 14 of the BGB (German Civil Code).

Supplier/Seller: A supplier/seller within the meaning of these GTCP can only be an entrepreneur within the meaning of Section 14 of the BGB (German Civil Code).

Parties: means Cargodian GmbH and the supplier/seller.

Contract: Contract: refers to the entirety of the declarations of intent made via the platform between Cargodian and the supplier, including these GTCP.

Platform: refers to the online trading platform procured under www.cargodian.com

1. General

1.1 The following General Terms and Conditions of Purchase shall apply to all contracts for the purchase of goods concluded between Cargodian GmbH (hereinafter "CARGODIAN") and the supplier/seller (hereinafter also jointly the "Parties"). Any conflicting or different terms and conditions of the supplier/seller shall not apply.

1.2 These General Terms and Conditions of Purchase shall apply exclusively to entrepreneurs within the meaning of Section 14 of the BGB (German Civil Code).

2. Registration

2.1 Conclusion and initiation of contracts via the platform provided by CARGODIAN on the website www.cargodian.com require prior registration of the supplier/seller. The supplier/seller has to provide his address in the course of the registration and is obliged to check and confirm the correctness of the provided address when concluding a contract via the platform.

2.2 The supplier/seller is obliged to ensure that the access data for the use of the platform is protected against access by third parties. The supplier/seller is obliged to instruct his employees accordingly. Contracts concluded via the platform using the access data shall be binding on the supplier/seller, unless the supplier/seller proves that it was an unauthorized use of which he was neither aware nor could have been aware and which he could not have prevented despite exercising due care.

2.3 CARGODIAN is entitled to block the access to the portal for users for good cause after appropriate notification. An important reason shall be deemed to exist in particular in the case of not only insignificant violations of these terms and conditions of purchase.

3. Subject matter and conclusion of the contract

3.1 The supplier/seller may submit an offer to CARGODIAN via the platform for the sale of a specific good, specifying the buyer as the prospective buyer (hereinafter "customer/buyer") with selection of the desired delivery clause in accordance with Incoterm 2020. It is a prerequisite that the intended business corresponds in terms of space and subject matter to the eligibility criteria visible on the platform. As soon as the supplier/seller has confirmed his offer - which shall contain at least details of the goods, quantity, price, delivery time and destination - as

binding, he shall be bound by his offer for a period of two weeks (14 calendar days). As far as no reasons prevent the conclusion of the contract, CARGODIAN shall submit to the customer/buyer named by the supplier/seller a corresponding offer for the sale of the goods to the customer/buyer by CARGODIAN. If the customer/buyer accepts the offer in due time and without reservation, CARGODIAN shall confirm the order to the supplier/seller. The sales contract between CARGODIAN and the supplier/seller is concluded upon CARGODIAN's declaration of acceptance. CARGODIAN is not obligated to accept.

If the customer/buyer does not accept the offer unchanged, but submits a modified offer on his part, which he confirms as binding, CARGODIAN shall submit a modified offer to the supplier/seller on this basis - provided that no reasons prevent the conclusion of the contract - which the supplier/seller may accept within a period of one week (7 calendar days).

3.2 If the customer/buyer first submits an offer to CARGODIAN via the platform for the purchase of one of the supplier/seller's goods selected by him which is confirmed as binding and if CARGODIAN thereupon submits a corresponding offer to the supplier/seller for the purchase of the goods, the supplier/seller may accept this offer within one week (7 calendar days). If the supplier/seller does not accept the offer unchanged, but submits a modified offer on his part, which he confirms as binding, he shall be bound to this modified offer for two weeks (14 calendar days).

3.3 All agreements made between the parties are set forth in full in writing in the contract including these General Terms and Conditions of Purchase. CARGODIAN's employees are not entitled to make any verbal promises deviating from this.

3.4 Insofar as the provisions of these General Terms and Conditions of Purchase deviate from the agreed Incoterms 2020, the agreements made in the contract including these General Terms and Conditions of Purchase shall prevail over the Incoterms 2020; this shall apply in particular with regard to any export formalities.

4. Purchase Price and Terms of Payment

4.1 The price to be paid by CARGODIAN and the currency specified in the order by CARGODIAN shall be binding. The price shall include all obligations assumed by the supplier/seller pursuant to the delivery clause agreed upon in accordance with Incoterms 2020 from time to time as well as VAT at the statutory rate, if any.

4.2 CARGODIAN is obligated to pay the agreed purchase price to the supplier/seller on the agreed payment terms and in the agreed currency.

4.3 In case of a sea transport for which a bill of lading is issued, a down payment in the agreed amount shall be due upon receipt of a proper invoice or down payment request as well as receipt of all originals of the bill of lading at CARGODIAN, issued "to order" or with CARGODIAN as the authorized party ("Consignee"). Payment of the remaining purchase price shall be made - subject to any rights of retention – upon receipt of a proper invoice and at the earliest 10 calendar days after receipt of the goods by the customer/buyer without notice of defect or discrepancies.

4.4 In cases other than those mentioned in clause 4.3, the total purchase price shall be due 10 calendar days after receipt of the goods by the Customer/buyer and receipt of a proper invoice.

4.5 Cargodian shall be entitled to withhold payment in case of notices of defects by the Customer/buyer until clarification.

4.6 Invoices shall accurately state the order number of the order confirmed by CARGODIAN. Delays resulting from improper invoicing shall be at the supplier/seller's expense.

5. Delivery

- 5.1 Delivery shall be made in accordance with the respective agreed delivery clause of Incoterms 2020, which shall also govern the transfer of risk, unless otherwise provided for in the contract or these General Terms and Conditions of Purchase.
- 5.2 The supplier/seller shall be obliged to pack and mark the goods in a manner suitable for their transport. The supplier/seller shall be liable for any consequences of defective or unsuitable packaging and shall indemnify CARGODIAN against any claims resulting therefrom, unless the supplier/seller proves that he is not responsible for the violation of duty.
- 5.3 If CARGODIAN does not take over the organization of the delivery, the supplier/seller shall deliver the goods in coordination with CARGODIAN to the customer/buyer or to the destination confirmed in the order. CARGODIAN shall notify the supplier/seller at least in text form when the customer/buyer has fulfilled the execution prerequisites ("release declaration"). Execution requirements are the payment of the advance payment by the customer/buyer and in case the destination is in another country than the place from which the shipment is made, the confirmation of the customer/buyer that there are no legal obstacles to import. Upon receipt of the declaration of release, the supplier/seller is obliged to deliver. As long as the conditions for execution are not fulfilled, the shipment of the goods by the supplier/seller may not take place.
- 5.4 In the case that the place of destination is in a country other than the place from which the shipment is made, the supplier/seller alone shall decide whether and how the export is to take place. The supplier/seller shall be responsible for the fulfillment of all export formalities that may be required, including export declarations and permits. The supplier/seller is not authorized to act as CARGODIAN's agent. In the case that a competent governmental authority deems CARGODIAN to be an exporter, CARGODIAN shall be entitled to withdraw from the contract.
- 5.5 In case of sea transport, the supplier/seller shall ensure that a Bill of Lading is issued "to order" or with CARGODIAN as the authorized party and sent in original to CARGODIAN. In the case of a violation of the foregoing provision which is not cured prior to delivery of the goods to the customer/buyer, CARGODIAN shall be entitled to rescind the contract. Claims for damages by CARGODIAN remain unaffected.
- 5.6 The supplier/seller is not entitled to make deviating agreements with the customer/buyer regarding the delivery and its handling, unless CARGODIAN has expressly agreed to the deviation in writing.
- 5.7 The supplier/seller is obliged to inform CARGODIAN and the customer/buyer immediately in writing if circumstances occur or become apparent to him which indicate that the agreed delivery time cannot be met. The liability due to delay remains unaffected. If it is recognizable that the supplier/seller will not be able to make up for the delivery within a reasonable period of grace or, in the case of a firm deal, to deliver at the agreed time, CARGODIAN is entitled to withdraw from the contract already before the due date.

6. Compliance with Trade Regulations

- 6.1 The parties are obliged to comply with all economic sanctions, export control regulations, import restrictions and anti-boycott regulations applicable to them as well as with the German and EU law applicable to CARGODIAN to the extent applicable; this also shall apply with regard to applicable US law and other national law to the extent not opposed by German or European legal provisions ("Applicable Trade Law").
- 6.2 If an approval based on Applicable Trade Law is required for the entering into of this Agreement or the performance of a service owed under this Agreement, the entire Agreement shall be subject to the condition precedent

that such approval is granted. If a required permit is not granted despite all reasonable efforts of the parties, neither the supplier/seller nor CARGODIAN shall have any claims for compensation (including damages) beyond the reimbursement of payments already made. The same shall apply if the parties are informed by the competent authorities of circumstances that lead to a notification and/or approval requirement.

- 6.3 The supplier/seller warrants that at the time of the conclusion of the contract neither he himself nor any natural person or legal entity exercising control over him are subject to economic sanctions under the applicable trade law.
- 6.4 CARGODIAN is entitled to refuse deliveries and services as soon as it has knowledge or reason to believe that the supplier/seller is in violation of applicable trade law. If the contract can finally not be fulfilled due to regulations of the applicable trade law, each contracting party may withdraw from the contract in whole or in part by written declaration to the other contracting party without notice. In case of withdrawal, the contracting parties shall be mutually obliged to return any services already received, unless this is inadmissible under the applicable trade law.
- 6.5 The supplier/seller shall indemnify CARGODIAN against all costs or other losses (in particular claims of third parties, fines, immaterial damages) resulting from the supplier/seller's non-compliance with the applicable trade law as well as the provisions of this clause 6, unless the supplier/seller proves that he is not responsible for the violation.
- 6.6 The provisions under clause 5 and clause 10 shall remain unaffected.

7. Warranty

- 7.1 In the case of defects, CARGODIAN shall be entitled to the statutory warranty rights in accordance with the law applicable pursuant to clause 11.1 without limitation. The customer/buyer shall be entitled to give notice of any defects directly to the supplier/seller. The customer/buyer's notice of defects shall be deemed a notice of defects by CARGODIAN. Upon CARGODIAN's request, the supplier/seller is obligated to make a subsequent delivery or to repair the goods vis-à-vis the customer/buyer, at CARGODIAN's option. CARGODIAN is entitled to refuse payment of the outstanding purchase price until proper subsequent performance. If the subsequent improvement does not take place within a reasonable period of time, if it fails or if it is impossible or unreasonable, CARGODIAN is entitled to reduce the purchase price or to withdraw from the contract under the statutory conditions and/or to claim damages. In case of withdrawal, the supplier/seller is obliged to collect the goods at his own expense. However, the supplier/seller shall only be entitled to collect the goods after the reimbursement of any down payment made by CARGODIAN to CARGODIAN and the fulfillment by the supplier/seller of any claims for damages and reimbursement of expenses to which CARGODIAN is entitled under the statutory provisions. If the repayment is not made despite a reasonable grace period, CARGODIAN shall be entitled to sell the goods on the market after prior notice; in this case CARGODIAN shall be obliged to return the proceeds of the sale to the supplier/seller less the down payment made to the supplier/seller and less any amounts to be reimbursed by way of damages by the supplier/seller (such as lost profit).
- 7.2 CARGODIAN shall be entitled, but not obliged, to inspect the goods prior to shipment or to have them inspected by a third party commissioned by it. CARGODIAN's warranty rights after the passing of risk shall remain unaffected. If the inspection shows that the goods are not in conformity with the contract, the supplier/seller is obliged, upon CARGODIAN's request, to remedy any defects prior to delivery or to replace the goods by non-defective goods. If it is evident that the delivery of defect-free goods will not take place within a reasonable

period of grace - or in case of a firm deal until the agreed date of delivery - CARGODIAN is entitled to withdraw from the contract even before the due date.

8. Rescission

- 8.1 If the contract with the customer/buyer (customer/buyer contract) is not validly concluded, CARGODIAN is entitled to rescind the contract with the supplier/seller without further preconditions. The same shall apply in the case of an effective contestation of the customer/buyer contract or a justified rescission of the customer/buyer contract by CARGODIAN or the customer/buyer, unless a challenge or a rescission by the customer/buyer is based on reasons for which CARGODIAN is solely responsible and which are not attributable to the sphere of the supplier/seller.
- 8.2 CARGODIAN shall also be entitled to rescind the contract if the supplier/seller violates his contractual obligations under any other contract concluded between the parties to such a material extent that CARGODIAN cannot reasonably be expected to continue the business relationship.
- 8.3 Other statutory rights of rescission shall remain unaffected.
- 8.4 In the case of rescission, the supplier/seller shall immediately refund CARGODIAN for any payments already received. Claims for damages by CARGODIAN shall remain unaffected.

9. Transfer of Ownership

The supplier/seller shall transfer title to the delivered goods to CARGODIAN at the earlier of the time the goods are either (a) taken possession of by the customer/buyer at the behest of CARGODIAN or (b) CARGODIAN takes possession of the goods.

10. Product and Producer Liability, Public Law Requirements, Trade Prohibitions

- 10.1 The supplier/seller shall be obligated to indemnify CARGODIAN against claims for damages by third parties for personal injury or property damage which are based on a defect in the product supplied by the supplier/seller which is within the supplier/seller's sphere of control and organization and for which the supplier/seller himself would be liable in the external relationship.
- 10.2 The supplier/seller shall be responsible for compliance with all public law regulations applicable in the country from which the shipment is made with regard to the goods, including requirements concerning the trade and the placing on the market of the goods. The supplier/seller is obliged to ensure that all regulatory requirements that may also affect CARGODIAN are fulfilled at all times and that all possibly required permits are available. He has to inform CARGODIAN about these obligations and to demonstrate upon request that the regulatory requirements are met. To the extent that CARGODIAN requires a permit due to the regulatory requirements for the execution of this contract, the supplier/seller shall inform CARGODIAN thereof already prior to the import of the goods. In this case CARGODIAN shall be entitled to withdraw from the contract.
- 10.3 The supplier/seller confirms that the trade and the circulation of the contractual goods is not prohibited in the country from which the shipment is made as well as in the country of destination.
- 10.4 To the extent that CARGODIAN is held liable by third parties due to a violation of regulatory requirements (e.g. due to official fines or claims for damages by third parties), the supplier/seller shall indemnify CARGODIAN against all costs, unless the supplier/seller proves that he is not responsible for the violation.

11. Applicable Law; Jurisdiction and Arbitration Agreement

- 11.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.2 If the supplier/seller is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from and in connection with the contractual relationship between CARGODIAN and the supplier/seller shall be Traunstein, Germany, subject to the provision under clause 11.3. For the supplier/seller, this place of jurisdiction shall apply exclusively. CARGODIAN shall alternatively be entitled to bring an action against the supplier/seller also at the supplier/seller's general place of jurisdiction.
- 11.3 In the case that the supplier/seller or the customer/buyer known to the supplier/seller for which the goods delivered by the supplier/seller are intended has his registered office outside the European Union and the European Economic Area, the parties shall enter into the following agreement in deviation from the above clause on the place of jurisdiction:
- 11.3.1 All disputes arising out of or in connection with the contract between CARGODIAN and the supplier/seller shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with these Rules or - in case of a value in dispute of less than EUR 200,000.00 - by one arbitrator appointed in accordance with these Rules. The place of arbitration shall be Munich. The language of arbitration shall be German or English, depending on the language of the contract.
- 11.3.2 If arbitration proceedings are pending between CARGODIAN and the customer/buyer for whom the goods were intended, the supplier/seller shall be entitled to join such proceedings upon CARGODIAN's request. The parties agree that all findings of fact in the arbitration award rendered in such proceeding shall be binding upon the supplier/seller in the same manner as if the supplier/seller himself were a party to the arbitration. This binding effect shall arise irrespective of whether the supplier/seller has joined the proceedings, provided that the supplier/seller was invited to join the arbitration proceedings without undue delay after their commencement.

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If you have any questions, please contact.

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