

GENERAL TERMS AND CONDITIONS FOR AUTODOC PRO TRADER

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1. General Terms

1.1 AUTODOC SE, Josef-Orlopp-Straße 55, 10365 Berlin, Germany ("AUTODOC") provides a B2B online platform on which AUTODOC offers spare parts, accessories, and other products for cars, trucks, and motorcycles as well as other services to large business customers (together, with all services, websites and (mobile) applications "PRO Trader Platform").

1.2 PRO Trader Platform is intended exclusively for business customers, i.e. registered partnerships, private or public corporations, and legal entities under public law ("Customer" together with AUTODOC also the "Parties" or individually a "Party"). Final consumers are not permitted.

1.3 These General Terms and Conditions for AUTODOC PRO Trader ("GTC") govern the use of the PRO Trader Platform, including all purchases made via or in connection with the PRO Trader Platform.

1.4 The GTC constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written representations and any other legally binding or non-binding agreements and understandings between the Parties with respect to the subject matter hereof. In addition, the Benefits Terms and Conditions apply, which form an integral part of these GTC. In the event of any contradiction between the provisions, the following order of precedence shall apply: (i) the GTC, and (ii) the Benefits Terms and Conditions. Any general terms and conditions of the Customer that conflict with or supplement these GTC do not apply unless AUTODOC has expressly agreed to them in writing.

1.5 These GTC can be accessed and printed out or downloaded at any time at <https://trader.autodoc.pro/terms-conditions>.

2. Registration; Account; Termination

2.1 The use of the PRO Trader Platform requires prior registration and the opening of a customer account ("Account"). Only Customers who are business customers with a valid intra-community VAT number and who have unlimited legal capacity and all the necessary rights may apply to register. Customers may not register more than once. Registration and participation in the PRO Trader Platform is not a right.

2.2 In order to register, the Customer must provide information about the company (company name, phone number, email address, business type, the relevant trade register number and the intra-Community VAT number, number of employees and average monthly turnover), the shipping and billing address, and a contact person from the company. Before submitting the verification form, the Customer can review and correct the information entered by going back into the browser and changing the relevant data. The language available for the registration and the agreement(s) is English. After the registration form has been completed and AUTODOC has verified the information of the Customer, AUTODOC will send the Customer a welcome email which will complete the registration and conclude the account agreement ("Account Agreement"). After registration, the Customer may change the information in the Account.

2.3 The Customer is responsible for the accuracy and completeness of the information the Customer provides and agrees to notify AUTODOC immediately, and without undue delay, of any future changes to the information the Customer provides in connection with the registration.

2.4 Under no circumstances is the Customer permitted to pass on the access data of the Customer, and in particular, the access password, to third parties. If third parties nevertheless gain access to the Account or if the Customer has (other) indications of misuse of their Account, the Customer must inform AUTODOC immediately and change their access data.

2.5 The Customer may terminate the Account Agreement at any time without notice. AUTODOC may terminate the Account Agreement at any time with two weeks' notice. The right to terminate the Account Agreement without notice for good cause remains unaffected. In particular, AUTODOC may terminate the Account Agreement without notice if: (i) the Customer provides inaccurate or incomplete information when registering; (ii) the Customer repeatedly breaches other contractual obligations and does not cease to breach these obligations even after AUTODOC has requested the Customer to do so.

2.6 If AUTODOC has terminated the Account Agreement, the Customer may not register again and/or create a new Account, even under a different name or designation. Any termination must be made in writing but may be transmitted by email. Upon termination of the Account Agreement, the Account and the information herein will be deleted, unless and to the extent

AUTODOC is permitted or required by law to retain the information. Further details on the processing of personal data are available in the [Privacy Policy](#).

3. Conclusion of the purchase contract

3.1 The placement of the products and services on the PRO Trader Platform does not yet constitute a binding offer to conclude a contract. By clicking on the "Confirm order" button in the basket, the Customer makes a binding offer to conclude a purchase contract ("Purchase Contract"). The order of the Customer cannot be changed once the Customer has completed the order process. The contents of the order can be viewed in the Account. AUTODOC will confirm receipt of the order with a confirmation email which does not yet constitute the acceptance of the offer.

3.2 The Purchase Contract is only concluded upon AUTODOC's confirmation of dispatch, which is sent with a separate email. The Purchase Contract concluded in this way relates only to the products confirmed in the order confirmation. To the extent that the order contains additional products, such additional products are not covered by the Purchase Contract and AUTODOC is under no obligation to deliver such products until the dispatch of the relevant products has been confirmed in a separate dispatch confirmation. Upon receipt of the full payment, AUTODOC will prepare and dispatch/deliver the order (see clause 5.1) and notify the Customer by email. If the customer fails to pay the amount due within the three-day payment period (see clause 7.4), AUTODOC is entitled to withdraw from the Purchase Contract.

3.3 The Customer may save a basket (and the items in it) before the Customer places an order. However, the saved basket is not a reservation of items and does not guarantee that all the items, as well as the prices of the items, and quantities the Customer has added to it, will be available for purchase at any time.

3.4 There is a minimum order value for each single order (see minimum order value for a single order at <https://trader.autodoc.pro/delivery>).

3.5 Where a Purchase Contract can be cancelled by the Customer (e.g. due to non-delivery pursuant to clause 6.4), AUTODOC will issue a credit note or – if the Customer has already paid – refund the full amount of the purchase, including delivery costs, using the same method of payment the Customer has used to make the purchase unless the Customer has given AUTODOC express consent to use a different payment method for refunds. The refund will be made within 14 days from the date of cancellation of the order.

4. Core Parts

4.1 When the Customer purchases a spare part marked "core part" the Customer must pay a core charge in addition to the price of the spare part itself. The core charge is the amount that the manufacturer can require as a deposit to guarantee the old spare part is returned for remanufacturing. The core charge is refunded to the Customer when the old spare part is returned. Core charges only apply to items produced in the European Union. The amount of the core charge is determined by the supplier of the spare part. Therefore, the same part from different suppliers may have different core charges or no core charges at all.

4.2 Such items have a deposit value assigned to them in the order information (e.g. an alternator). The Customer must pay the deposit value at the time of purchase. Upon receipt of such an item, the Customer must return it to AUTODOC to receive a refund.

4.3 The Customer shall return core parts in accordance with the return procedure set out in <https://trader.autodoc.pro/returns-and-refunds>.

4.4 In case the Customer needs to ship the goods, it must be ensured that brake calipers, servo pumps, and other power steering parts are completely emptied of fluid. The old parts must be in a condition that allows remanufacturing (e.g. no cracks or fractures).

4.5 If old parts are returned that show breaks in the housing, a break in the drive shaft or differences in the current / power, no refund of the deposit can be paid.

4.6 Examples of core parts are:

- Power steering pumps
- Steering boxes
- Starter alternators
- Brake calipers
- Driveshafts
- Fuel injectors
- High-pressure pumps
- Batteries

5. Delivery / Dispatch; Transfer of Risk

5.1 Pallets

5.1.1 Delivery

For pallet dispatches, unless otherwise agreed, all shipments are made "DAP Incoterms (2020)".

5.1.2 Pick Up

Upon approval of AUTODOC SE, the incoterms "EXW warehouse AUTODOC Stettin Incoterms (2020)" for deliveries within the VAT territory of the EU and "FCA warehouse AUTODOC Stettin - Incoterms (2020)" for deliveries to regions outside the EU VAT territory (e.g. Norway, UK, Switzerland) can be agreed.

In the case of "EXW Incoterms (2020)" or "FCA Incoterms (2020)" the following conditions apply:

- The customer acknowledges that they will inform us about the delivery address at the time of the order and perform the pickup by themselves or – in case a carrier is assigned – have a direct contract with the carrier for arranging the pick-up.
- For deliveries outside Poland, the customer orders using a non-Polish VAT ID number.
- Customers picking up products from AUTODOC's warehouses (e.g. by themselves or via assigning a carrier) being sent cross-border within the VAT territory of the EU must provide valid proof of delivery to email address B2B.transportation.documents@autodoc.eu within 20 calendar days after pick up. The proof of delivery must be sent from a business email account belonging to the customer.
- The proof of delivery is considered valid if it fulfils the requirements of the Polish VAT law: data of customer and AUTODOC SE (names and addresses), reference to invoice number or order number, country of dispatch, final delivery country, month of receipt of products, confirmation of receipt of the goods by the customer at the place located in the territory of an EU country other than Poland and – in case the goods were transported by buyer's own means of transport – full delivery address as well as type and vehicle registration number.

The proof of delivery should be duly signed (handwritten) by the Customer.

In case AUTODOC SE does not receive the above-mentioned proof of delivery on time or the proof of delivery does not contain all compulsory information, AUTODOC SE will charge VAT to the customer, which is due immediately.

- Customers picking up products from AUTODOC's warehouses (e.g. via assigning a carrier) being sent cross-border to a destination outside the VAT territory of the EU hereby confirm only ordering products from AUTODOC for business purposes (e.g. usage in owned business cars or products used for installation in third party cars).

Failure to comply with the above-mentioned rules will result in a risk of VAT liability and penalties of AUTODOC SE that would have to be recovered by the customer.

5.2 Parcels

For parcel deliveries, unless otherwise agreed, all shipments are made "DAP Incoterms (2020)". For parcel deliveries to the United Kingdom, Switzerland, and Norway, all shipments are made "DDP Incoterms (2020)".

No parcel shipment is available (only pallets) to Cyprus, Croatia, Malta, and outside the VAT territory of the EU (except for the United Kingdom, Switzerland, and Norway).

5.3 AUTODOC will only insure the goods if this is expressly agreed with the Customer, and then solely at the Customer's cost against theft, breakage, transport, fire or water damage, or other insurable risks.

5.4 Notwithstanding clause 5.1 and only if agreed with the Customer, AUTODOC will ship the goods to the place of destination stipulated by the Customer during the order confirmation. AUTODOC is entitled to specify the type of shipment (in particular, the transport company and the shipping route) and the packaging. Risk passes to the Customer when the goods are handed over to the carrier, freighter or other transport person.

5.5 The risk of accidental loss or accidental deterioration of the goods is transferred to the Customer, at the moment the goods are handed over in accordance with clause 6.2.

5.4 This applies equally in the case of partial deliveries.

5.6 AUTODOC is entitled to render part performance, if (a) part performance is suitable for the contractually intended use, (b) rendering of the remaining performance is secured, and (c) the Customer does not face significant additional costs.

5.7 More obligations about Pallets and/ or Parcel Dispatches are available at <https://trader.autodoc.pro/delivery>.

6. Date for Delivery/ Dispatch, Extensions; Force majeure, Default by AUTODOC's suppliers

6.1 Any times or dates of the Delivery/Dispatch which AUTODOC has indicated for supplies and services are only approximate. More delivery information is available at <https://trader.autodoc.pro/delivery>.

6.2 A date for the Delivery/Dispatch of goods is deemed to have been met when AUTODOC has handed over the goods to the carrier, freight forwarder or other transport person (Delivery) or has dispatched the goods and informed the Customer (Dispatch).

6.3 If AUTODOC sees that a date of Delivery/Dispatch cannot be met AUTODOC will inform the Customer accordingly without undue delay, indicating the probable new time of Delivery/Dispatch.

6.4 Where it is impossible for AUTODOC to meet its obligations under the Purchase Contract or only to do so with delay AUTODOC is not liable to the extent that this is attributable to force majeure or other occurrences which were unforeseeable when the Purchase Contract was concluded and for which AUTODOC is not responsible (including without limitation any disruption to operations, fire, natural disasters, weather, flooding, war, insurgency, terrorism, transport delays, strikes, lawful lockouts, shortage of energy, raw or human resources, delays in the issue of necessary official permits, official/sovereign measures).

Such an event also includes AUTODOC's supplier failing to supply AUTODOC correctly or on time, provided that AUTODOC is not responsible for this in each case and provided that AUTODOC had concluded a congruent purchase contract with the respective supplier at the time of concluding the Purchase Contract with the Customer. This shall also apply if AUTODOC concludes the congruent purchase contract with the supplier immediately after concluding the Purchase Contract with the Customer.

In the event of such occurrences, the dates of Delivery/Dispatch shall be extended automatically by the duration of the occurrence plus a reasonable start-up period. AUTODOC is also entitled to withdraw from the Purchase Contract if such occurrences make it substantially more difficult or impossible for AUTODOC to perform its obligations under the Purchase

Contract and if such occurrences are more than just temporary. If the Customer cannot be reasonably expected to accept performance, the Customer may withdraw from the Purchase Contract by making a written statement without undue delay; accepting performance would be deemed unreasonable if the probable new date of Delivery/Dispatch is at least 30 calendar days after the original date of Delivery/Dispatch or unknown.

7. Prices and payment methods

7.1 Unless otherwise agreed, prices are always the net prices which apply at the time the Purchase Contract is concluded plus value-added tax at the applicable statutory rate; in all other countries which are members of the European Union, the European Free Trade Association (EFTA) and the United Kingdom value-added tax is excluded. Prices are quoted "EXW Incoterms (2020)". Except where a specific agreement has been reached, prices are considered to be inclusive of packaging. Unless otherwise agreed, customers shall meet any additional insurance, shipping and express consignment costs, and any other taxes and levies.

7.2 For deliveries to countries which are a member of the EFTA or the United Kingdom, the Customer's order may be subject to additional taxes or charges (e.g. customs duties or Excise duty). These will not be paid or invoiced by AUTODOC but must be paid by the Customer directly to the relevant customs or tax authorities.

See more relevant customer obligations regarding Excise duty at <https://trader.autodoc.pro/payment>.

The Customer confirms that they will declare and pay the excise duty (if legally required, in particular for cross-border supplies with begin and end of transport in different EU countries) and that they will fulfil all of the required formal obligations under the appropriate excise duty regulations. In case it is legally required (in particular for cross-border supplies with begin and end of transport in different EU countries), the Customer confirms that they are a certified consignee within the meaning of the Council Directive (EU) 2020/262 and that they will comply with all the formalities related to transport of the products, including providing its certified consignee number and filing the report of receipt (if legally required).

7.3 AUTODOC reserves the right to change its prices proportionately at its reasonable discretion if, following the conclusion of a Purchase Contract, there are reductions or unforeseeable increases in costs with regard to the products or transport costs occur for which AUTODOC is not responsible, notably on account of significant increases in raw materials prices, energy costs or cost increases due to changes to statutory requirements - e.g. customs, taxes, currency adjustments, changes to payroll costs (for example, on account of pay settlements), changes to the price of materials. AUTODOC shall provide customers on request with corresponding proof.

7.4 In the case of a Purchase Contract between AUTODOC and the Customer, the total amount payable, including shipping costs, shall be due within three (3) working days after receipt of the invoice in euros (€) without any deductions. The Customer agrees to receive invoices exclusively in electronic form.

7.5 Invoices must be paid by one of the available payment methods (see available payment methods at trader.autodoc.pro/payment). AUTODOC has the right to supply goods or services concurrently against payment without stating grounds.

7.6 The Customer may only set off claims against AUTODOC or assert a right of retention if the Customer's counterclaim is undisputed if there is an enforceable title, or if the counterclaim arises from the mutual contract (synallagmatic relationship with the respective claim).

7.7 If the Customer is in default with its payment, AUTODOC reserves the right to charge a reminder fee for the necessary reminders, unless the Customer can provide proof that the costs of the reminders have not been incurred or are lower than the reminder fee charged. The reminder fee is EUR 1 per reminder, insofar as the reminder is not superfluous in accordance with § 286 paragraph 2 BGB (German Civil Code). You will not be charged for the first reminder.

7.8 In addition, in the case of late payment, AUTODOC shall be entitled to charge interest of nine (9) percent points above the applicable base interest rate pursuant to Section 247 of the German Civil Code.

7.9 The assertion of further damages due to delay is not excluded by the assertion of reminder costs and/or interest.

8. Warranty for Defects

8.1 The Customer's rights in respect of defects of quality and title (including incorrect Delivery/Dispatch and insufficient quantities, faulty assembly or instructions) are subject to statutory requirements unless otherwise stated or qualified in these GTC. Other than in the cases provided for in clause 8 AUTODOC has no obligation to provide a warranty for quality defects where AUTODOC has agreed to supply used products.

8.2 Unless the Parties have expressly agreed that acceptance must take place (which always has to take place in writing), the Customer shall inspect the goods delivered without undue delay after delivery to the Customer or a third-party recipient named by the Customer and report any defects without undue delay to AUTODOC. The notice of defects shall be deemed to have been made without undue delay if it is sent within seven (7) working days after Delivery/Dispatch or – if the defect was not apparent during the inspection (§ 377 (2) and (3) German Commercial Code) – no later than within three (3) working days after the defect has been detected. However, if the Customer could have detected this last defect during normal use of the goods earlier than actually detected, the reporting period shall be deemed to commence at that earlier date. If the Customer does not carry out a proper inspection and/or issue proper notice of defects, this will invalidate any warranty obligation or other liability which we may have in respect of the defect concerned.

8.3 When the Customer has claims against AUTODOC due to the defective nature of goods, AUTODOC has the option to take a decision at its reasonable discretion, either to remedy the defects free of charge or deliver goods free from defects at no charge (hereinafter jointly referred to as "Subsequent Performance"). If the selected type of Subsequent Performance is associated with disproportionately high costs or is impossible, the claim shall be limited to the other type of Subsequent Performance in each case. The Customer must allow AUTODOC a reasonable period and the opportunity to undertake the subsequent measures that appear, at AUTODOC's reasonable discretion, to be necessary. This is without prejudice to AUTODOC's right to refuse subsequent performance based on statutory requirements.

8.4 If the Subsequent Performance is not successful or if any reasonable deadline for Subsequent Performance that was due to be set by Customer has expired to no avail or if the Subsequent Performance is unnecessary based on statutory requirements, the Customer may withdraw from the Purchase Contract or reduce the purchase price. There is, however, no right of withdrawal if the defect is insignificant.

8.5 Customer's claims for expenses necessarily incurred for the purposes of Subsequent Performance, in particular shipping costs and transport costs shall be ruled out if the expenditure has increased because the goods delivered by AUTODOC were subsequently taken to a location other than the Customer's place of business, unless they were taken for purposes commensurate with their intended use. AUTODOC will not bear the costs of removal and installation if the installation occurs after the defect becomes apparent. Insofar as the Customer is entitled to claim costs for assembly and disassembly for the replacement of a new part delivered by AUTODOC within the scope of the warranty, the manufacturer's price list shall be the basis for the calculation.

8.6 Claims for defects shall not exist in the case of only insignificant deviation from the agreed-upon quality or only insignificant impairment of usability,

- (i) normal wear and tear,
- (ii) inappropriate or incorrect use,
- (iii) lack of maintenance or poor maintenance of the goods,
- (iv) incorrect assembly, in particular, if the part ordered is clearly the wrong part,
- (v) failure to follow the instructions for use, or
- (vi) improper maintenance.

When repair is undertaken or changes are made by the Customer or third parties, there shall be no claims for defects about the same or concerning the resultant consequences.

8.7 AUTODOC is not obliged to furnish credentials or certificates where this has not been expressly agreed upon, or to make other documents available, and is in no event responsible for fulfilling obligations associated with placing the goods on the market.

8.8 The assumption of warranty by AUTODOC must be made as a direct commitment and must be marked as such, in particular, statements in AUTODOC's catalogues, publications, brochures, and other general information do not, at any time, constitute a warranty.

8.9 If there is a separate guarantee of the relevant manufacturer that the Customer can call upon in addition to the warranty, this is indicated in the description of the product concerned. A guarantee is only valid for the product in question, and the rights of the Customer are governed by the manufacturer's guarantee conditions and are only valid vis-à-vis the manufacturer.

9. Liability

9.1 Unless otherwise set out in these GTC, AUTODOC shall be liable for a breach of contractual and non-contractual duties as provided for by statute.

9.2 AUTODOC has unlimited liability – for whatever reason – for compensation for losses based on wilful (vorsätzlichen) or grossly negligent (grob fahrlässigen) breach of duty on AUTODOC's part or by any of AUTODOC's legal representatives or vicarious agents.

9.3 In the event of a negligent (einfach fahrlässigen) breach of duty on AUTODOC's part or by one of AUTODOC's legal representatives or vicarious agents AUTODOC shall be liable only

- (i) – but without limit – for losses arising from injury to life, limb or health;
- (ii) for losses arising from a breach of material contractual duties (wesentliche Vertragspflichten). Material contractual duties are those duties that are material to the proper performance of the contract and on whose fulfilment the Customer generally relies or is entitled to rely. In this case, however, the amount of AUTODOC's liability is limited to losses which are typical of this type of contract and which were foreseeable at the time the Purchase Contract was concluded.

9.4 The liability limitations arising from clause 9.3 do not apply where AUTODOC has maliciously failed to disclose a defect or where AUTODOC has assumed a guarantee (Garantie) in respect of the attributes of the goods or a procurement risk. This shall have no effect on mandatory liability under the German Product Liability Act (Produkthaftungsgesetz).

9.5 Where AUTODOC's liability is excluded or limited under the above provisions, this also applies to the personal liability of AUTODOC's directors and officers, legal representatives, employees, staff and other vicarious agents.

10. Limitation period

10.1 The limitation period for claims – including non-contractual claims – for quality defects and title defects shall be one (1) year from delivery; this does not apply to the scenarios set out in clauses 9.2 to 9.4. Such scenarios shall be subject to the applicable statutory limitation periods.

10.2 Delivery within the meaning of clause 10.1 shall mean arrival at Customer of AUTODOC's despatch advice/advice that goods are ready for collection or – if so agreed – handover of the goods to the transporting entity. If the Parties have agreed that the goods have to undergo acceptance, the limitation period begins on acceptance.

11. Documents handed over; Intellectual property rights / copyrights

11.1 Unless otherwise agreed upon, AUTODOC reserves all proprietary rights, copyright, and intellectual property rights to all documents, materials, and other items (e.g. quotes, catalogues, price lists, cost estimates, plans, drawings, illustrations, calculations, product descriptions and specifications, samples, models and other physical and/or electronic documents, and

information) that AUTODOC provides to the Customer. Unless this is precluded by binding law, without AUTODOC's prior written consent, the Customer may neither make the aforementioned items as such, nor the content thereof, available to third parties, disclose them to the same, or exploit, reproduce or modify any of the foregoing. The Customer must use them solely for the purposes of the contract and, upon AUTODOC's request, return them to AUTODOC in their entirety and, if they are no longer needed by the Customer in the ordinary course of business and in accordance with statutory retention requirements, destroy (or delete) any existing copies (including electronic copies). Upon AUTODOC's request, the Customer must confirm the deletion in writing.

11.2 The Customer is obliged to refer to AUTODOC's intellectual property rights in any advertising material relating to the goods which are created by the Customer or for the Customer and may contact its PRO Trader Sales Manager at any time to align on details of such reference. The Customer is obliged to use AUTODOC's branding as originally provided and is not permitted to remove or change the branding or affix another branding to the goods without AUTODOC's prior written consent.

11.3 AUTODOC is entitled, at AUTODOC's option, to obtain a right of use and enjoyment for the product that is infringing on an intellectual property right or to modify it in such a way that it no longer infringes the intellectual property right, or to replace it by a similar product that no longer infringes the manufacturer intellectual property right. If AUTODOC is unable to do so under reasonable conditions, or within a reasonable period, then provided the Customer has enabled AUTODOC to modify, customers are entitled to the statutory rights of withdrawal. Subject to the aforementioned requirements, AUTODOC shall also have a right of withdrawal. The provisions of clause 1.1 apply accordingly. AUTODOC reserves the right to implement the measures open to AUTODOC according to clause 11.3, sentence 1, even if the infringement of the intellectual property right has not yet been legally established or recognised by AUTODOC.

11.4 Claims from the Customer are excluded if the Customer is responsible for the infringement of the intellectual property right or if the Customer does not assist AUTODOC to a reasonable extent in the defence of third-party claims.

11.5 Claims from the Customer are moreover excluded if the products are manufactured according to the customer's specifications or instructions, or if the (alleged) infringement of the intellectual property right is the result of use in conjunction with another item not sourced from AUTODOC, or if the products are used in a manner that could not be anticipated by AUTODOC.

11.6 AUTODOC's obligation to pay damages in case of infringements of intellectual property rights is in all other respects governed by the provisions of clause 9.

11.7 Unless binding law precludes this, further claims from the Customer or claims other than those provided for in clause 11 due to the infringement of third party intellectual property rights are ruled out.

12. Confidentiality

12.1 The Customer must keep confidential all confidential information of AUTODOC and AUTODOC's affiliates within the meaning of sections 15 et seq. German Stock Corporation Act (Aktiengesetz, AktG), of which the Customer becomes aware in connection with or during the performance of the Account Contract or any Purchase Contract, and to use it solely for the purposes of the aforementioned contracts. Such information may be disclosed to those employees and external consultants of the Customer who are directly involved in the performance of the aforementioned contracts ("need to know" principle) and who are required by law or contract to maintain confidentiality - to the extent permitted by law, even after they have left the Customer's company. Information may also be disclosed if AUTODOC has given the prior express written consent to such disclosure. Confidential information within the meaning of this section 12 includes trade secrets within the meaning of section 2 No. 1 of the German Law on the Protection of Trade Secrets (Geschäftsgeheimnischutzgesetz, GeschGehG) and all other confidential information of an economic, legal, financial, technical or fiscal nature relating to our business activities, customers or employees which is designated as such or which by its nature is to be regarded as confidential, regardless of whether and how it is documented or embodied ("Confidential Information").

12.2 The term Confidential Information does not include any information that (i) is or becomes generally available in the public domain (other than as a result of a breach by the Customer or representatives of the Customer); (ii) was already lawfully in the possession of the Customer and not subject to a duty of confidentiality before the Customer received the information from

AUTODOC; and/or (iii) was received from a third party who was entitled to disclose such information without restriction. The Customer must demonstrate the applicability of this exception.

12.3 The Customer may disclose Confidential Information to a public authority if required to do so by applicable law or an official order. The extent of the disclosure must be kept to a minimum and, to the extent permitted by law, the Customer must notify AUTODOC promptly prior to the disclosure to the public authority.

12.4 Upon termination of the Account Contract, the Customer must promptly return or destroy all Confidential Information (including all embodiments, data carriers and copies) at the Customer's own expense to the extent reasonably practicable upon AUTODOC's request and confirm this to AUTODOC in writing. This does not apply if and to the extent that the Customer is legally required by law to retain such Confidential Information.

12.5 Without AUTODOC's prior express written consent, the Customer may not mention or refer to AUTODOC or the business relationship between the Customer and AUTODOC in any way (e.g., public statements, press releases).

13. Export control

13.1 The supply of goods and provision of services (contract performance) is subject to the provision that there are no impediments to performance on account of national or international export control regulations, in particular embargoes, or other sanctions. The Customer will comply with applicable regulations and legislation on export control and sanctions of the European Union (EU), the United States of America (US/USA), and other applicable export control regulations.

13.2 AUTODOC is authorised to terminate the contract without notice if the termination is required to permit AUTODOC to comply with national or international statutory provisions.

13.3 In case of a termination under clause 13.2, the Customer is precluded from making claims for compensation or asserting any other rights on account of the termination.

14. Know Your Customer Requirements

The customer acknowledges and agrees to comply with all Know Your Customer (KYC) requirements that may be required by AUTODOC or applicable laws; that means the customer consents to provide accurate, current, and complete information about themselves, including but not limited to:

- Valid government-issued identification,
- Proof of address,
- Source of funds documentation,
- Any additional documentation reasonably requested by AUTODOC.

The customer agrees to promptly update any information provided under this clause in the event of any changes;

The Customer acknowledges that AUTODOC may:

- Verify any information provided through third-party services,
- Retain copies of submitted documentation as required by law,
- Suspend or terminate services if KYC requirements are not met.

The customer understands that failure to provide or maintain accurate KYC information may result in immediate suspension or termination of services without prior notice.

15. Compliance with Laws; Code of Conduct

15.1 Customers are obliged to comply with the statutory provisions that are in each case relevant to them in connection with the contractual relationship. This concerns notably legislation governing supply chain duties of care, anti-corruption, data protection and anti-money-laundering legislation, as well as export control, cartel, employment, human rights and environmental regulations.

15.2 The Customer assures that the Customer has carefully reviewed [AUTODOC's Code of Conduct](#) and ensures that the business practices of the Customer meet the same principles.

15.3 The Customer is obligated to comply with all applicable anti-money laundering laws, regulations, and guidelines, as well as any international anti-money laundering standards. The Customer will make sure that it conducts appropriate client due diligence measures, including verifying the identity of clients, in accordance with the sanctions and anti-money laundering laws and regulations. The Customer shall take reasonable steps to ensure their clients comply with the obligations outlined in clause 14, either through the client's own employees or through third parties appointed by the client. The Customer is responsible for ensuring that both their clients' employees and any third parties appointed by their clients are bound by obligations comparable to those specified in clause 14.

15.4 Without prejudice to AUTODOC's other rights and legal remedies under these GTC or under the law, any non-compliance by the Customer with the provisions of this clause 15 is considered to be a material breach of a contractual obligation, authorising AUTODOC to give written notice of termination of this contractual relationship with immediate effect.

In case of termination under clause 15, AUTODOC is not legally responsible to the Customer for any existing liabilities, costs, damages, losses, claims, and expenses, or any that might subsequently arise connected to this.

16. Obligation to report product safety measures

In the case that product safety measures are implemented in connection with AUTODOC's goods by customers (e.g. official market supervisory measures, such as a product withdrawal or recall), or if the Customer intends to implement such measures themselves (e.g. notifications to the market supervisory authorities), the Customer must inform AUTODOC of this immediately in writing.

17. Governing Law / Jurisdiction / Place of Performance / Final provisions

17.1 The Account Agreement and the Purchase Contract, including these GTC, are in their application and interpretation exclusively subject to the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

17.2 The exclusive place of jurisdiction for all disputes arising from and in connection with the business relationship between AUTODOC and the Customer shall be Berlin, Germany.

17.3 We are entitled to amend or modify these GTC during the term of the Account Agreement with future effect, if this is necessary for a compelling reason, such as a change in legislation or case law or if the amendment or modification is solely for the benefit of the Customer. We will notify you of the amended GTC in text form before they come into effect, stating the new regulations and the date they come into effect. At the same time, we will give you a reasonable period of time, not less than four (4) weeks, to declare whether you accept the amended terms for your continued use of the PRO Trader Platform. If you do not declare your acceptance within this period, which begins with the receipt of the text message, the amended GTC will be deemed to have been accepted. We will inform you in the text message about your right of refusal, the deadline for this, and the possibility of termination. The changed GTC will additionally be published on the PRO Trader Platform. This amendment mechanism does not apply to amendments to the main contractual obligations of the Parties.

17.4 Should any provision of these GTC and/or any Account Agreement or Purchase Contract concluded under these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The Parties are obliged to replace the invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision.