



GENERAL TERMS & CONDITIONS FOR SERVICE STATION PARTNERS OF SPHEROS AUSTRALIA PTY LTD

These Spheros General Terms & Conditions for Service Station Partners (the "**GTC**") apply to the contractual relationship between Spheros Australia Pty Ltd, 15 Rodeo Drive - 3175 - Melbourne (AUSTRALIA) ("**Spheros**") and the service station partner, which is an enterprise performing maintenance services of air conditioning systems and heating systems for buses and other vehicles ("**SERVICE PROVIDER**"), and who wishes to cooperate with Spheros regarding the aforesaid. Spheros is a company that produces, sells, and markets air conditioners, refrigeration, heating and similar appliances for buses and other vehicles, all branded as "Spheros" (the "**PRODUCTS**"). SERVICE PROVIDER and Spheros shall be referred to hereinafter individually as a "**PARTY**" and jointly as the "**PARTIES**".

Any services and goods provided by SERVICE PROVIDER to Spheros or Spheros's customers shall be subject to these GTC. SERVICE PROVIDER may accept these GTC by (i) countersigning a copy and returning it to Spheros, (ii) any other written, electronic, or other means offered by Spheros to SERVICE PROVIDER, or (iii) providing the services hereunder.

1. **General Characterization of the Relationship**

Subject to these GTC, Spheros appoints SERVICE PROVIDER non-exclusively as a service station for the PRODUCTS and SERVICE PROVIDER agrees to act for Spheros as Spheros's service station as described in these GTC. In addition, Spheros hereby grants SERVICE PROVIDER the right to purchase from Spheros the required spare parts at terms and conditions to be separately agreed upon by the PARTIES. SERVICE PROVIDER shall sell the spare parts in its own name and on its own risk and account to CUSTOMERS.

In particular, SERVICE PROVIDER shall:

- (i) ensure adequate after-sale technical service ("**TECHNICAL ASSISTANCE**") for customers of Spheros's PRODUCTS (the "**CUSTOMERS**"), including in particular bus, coach and truck repairs and claim management;
- (ii) conduct the sale of spare parts to CUSTOMERS and ensure the availability of spare parts for the PRODUCTS, as set out herein in more detail;
- (iii) follow the instructions received from Spheros, in order to improve quality and service level;
- (iv) safeguard the good reputation of all products manufactured by Spheros or bearing the Spheros brand;
- (v) keep internal records of all installation and service work (name of CUSTOMER, unit serial numbers, compressor number, alternator number, type and date of installation or service etc.);
- (vi) inform Spheros of any incidents or of issues which arise from the ACTIVITIES which may affect the safety or reputation of the PRODUCTS or other Spheros products, as well as of any quality issues, design flaws, or damages affecting the PRODUCTS, installation issues, failed repairs and CUSTOMER complaints; and
- (vii) continuously reserve an adequate volume of business hours in order to fulfill its contractual obligations hereunder and to maintain the highest degree of quality in its TECHNICAL ASSISTANCE to CUSTOMERS.

All of these activities (the "**ACTIVITIES**") shall be conducted in accordance with Spheros's technical service guidelines, training and quality requirements, as well as any other instructions and specifications provided by Spheros. SERVICE PROVIDER shall perform the ACTIVITIES in a professional manner by qualified, experienced, and skilled personnel, using high-quality tools and equipment, and SERVICE PROVIDER shall maintain adequate infrastructure (product display area, post-installation testing facility, tool kits, workforce, stock of spare parts etc.).

2. **NO SUBCONTRACTING**

SERVICE PROVIDER may not subcontract third parties to perform any of its obligations hereunder without Spheros's prior written consent. If it does, however, SERVICE PROVIDER shall remain solely responsible and liable vis-à-vis the CUSTOMERS and Spheros for any act and omission of any such third party in connection with these GTC, e.g., regarding performance, workmanship, or liability.

3. **Business with other Parties**

SERVICE PROVIDER may also provide similar services for products which are in competition with the PRODUCTS. Likewise, Spheros shall always be free to appoint other service providers and/or to provide the services hereunder and to market and sell the Products directly or indirectly.

4. **Remuneration, Invoicing and Payment**

- (i) For TECHNICAL ASSISTANCE, SERVICE PROVIDER shall be paid the respective prices, taxes deducted, as set out in Spheros's price list, which Spheros has made or shall make accessible to SERVICE PROVIDER (the "**PRICE LIST**"), which is subject to annual updates by Spheros.
- (ii) Once a month, SERVICE PROVIDER shall send an aggregate invoice to Spheros, specifying all details and evidence required to duly verify such invoice. The aggregate monthly price will be paid to the SERVICE PROVIDER upon receipt of the respective monthly invoice and will be paid, if uncontested, within a 30-day period.
- (iii) The price stipulated in this Section 4 shall be the exclusive remuneration to which the SERVICE PROVIDER shall be entitled hereunder. No expenses whatsoever will be reimbursed by Spheros. No commission, severance payment, agency compensation, goodwill indemnity or similar payment, post-contractual indemnity or other compensation whatsoever will be due to the SERVICE PROVIDER in connection with these GTC or the services hereunder.

5. **Defects; Audits; General Terms and Conditions**

In case of any defect or other deficiency in the TECHNICAL ASSISTANCE provided by SERVICE PROVIDER, it shall be SERVICE PROVIDER's sole responsibility and liability to settle any arising legal or financial consequences. SERVICE PROVIDER shall fulfill any justified warranty claims by CUSTOMERS. In case of justified warranty claims by CUSTOMERS, SERVICE PROVIDER shall not charge CUSTOMERS for TECHNICAL ASSISTANCE and bear the cost for PRODUCT returns from customers.



Spheros or any third party authorized by Spheros may conduct audits at any time regarding the fulfillment of these GTC at SERVICE PROVIDER's place of business.

Sales of spare parts from Spheros to SERVICE PROVIDER shall be governed by Spheros's general terms and conditions of sale, as amended from time to time, and as available on Spheros's Australian webpage. The application of SERVICE PROVIDER's own general terms and conditions shall be fully excluded.

6. Liability

SERVICE PROVIDER shall be liable vis-à-vis Spheros for its acts or omissions in accordance with applicable law. SERVICE PROVIDER shall maintain insurance as appropriate for its services hereunder. SERVICE PROVIDER will indemnify and hold Spheros harmless from any third-party claim caused by or attributable to SERVICE PROVIDER. SERVICE PROVIDER shall be liable vis-à-vis Spheros for any action or omission by persons or entity acting on SERVICE PROVIDER's behalf, or otherwise contracted by SERVICE PROVIDER as subcontractors, agents, sub-distributors, employees or in other functions in fulfillment of these GTC.

Spheros's obligation to pay damages shall be limited as follows:

- (i) For damages caused by a breach of a material contractual obligation, Spheros shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract; Spheros shall not be liable for damages caused by a breach of a non-material contractual obligation.
- (ii) To the maximum extent permitted by law, Spheros shall not be liable for any consequential damages, special damages, incidental or indirect damages, loss of revenue or profits, loss of business reputation, punitive and exemplary damages or any similar damages.
- (iii) The limitations of liability as set out above shall not apply to any liability that cannot be excluded or limited by operation of law.
- (iv) SERVICE PROVIDER shall take all reasonable measures necessary to avert and mitigate damages.

Except as expressly set forth in these GTC, neither Spheros nor any of its affiliates makes or has made any other representation, warranty, covenant, or agreement, whether express or implied. Any representation, warranty, covenant, or agreement set forth in these GTC or a purchase order or purchase order confirmation is exclusive and in lieu of any other warranties, written or oral, direct, implied or statutory, including but not limited to express or implied warranties of merchantability, quality or fitness for a particular purpose.

7. Intellectual Property

SERVICE PROVIDER recognizes and agrees that all proprietary rights in the name "Spheros" and all associated trademarks as well as all other intellectual property of Spheros shall be exclusively owned and continue to be owned by Spheros and/or its affiliates. These GTC shall not be construed as a license by Spheros to grant any intellectual property usage rights whatsoever. SERVICE PROVIDER's right to use Spheros's trademarks, trade names or symbols, as provided for above, shall cease immediately upon the expiration or termination, for any reason, of these GTC.

SERVICE PROVIDER shall promptly inform Spheros about the infringement or potential violation of any trademarks

or patents owned by Spheros, which it may become aware of, and shall collaborate with Spheros for protecting patents and trademarks.

8. Term and Termination

These GTC may be terminated by either PARTY for any reason and at any time by a one-month prior written notice to the end of a calendar month. Moreover, each PARTY may terminate these GTC for cause with immediate effect, in particular in case of, but not limited to, a substantial breach by the other PARTY of the obligations arising out of these GTC, or in case of exceptional circumstances justifying such extraordinary termination.

Moreover, Spheros shall be entitled to terminate these GTC with immediate effect for cause, in case that (i) SERVICE PROVIDER is in breach of any of its obligations and such breach remains uncured despite a written warning for a period of 30 days (if such breach is capable of being cured); or (ii) SERVICE PROVIDER does not conduct its TECHNICAL ASSISTANCE in a commercially reasonable manner or (iii) SERVICE PROVIDER practices its business not in accordance with the compliance requirements set out herein; or (iv) SERVICE PROVIDER is not able to fulfill its contractual obligations or (v) SERVICE PROVIDER becomes the subject of bankruptcy or insolvency proceedings, administration, receivership, liquidation or any kind of arrangement between debtor and creditors, or any other circumstances which are likely to affect substantially SERVICE PROVIDER's ability to carry out its obligations under these GTC.

9. Confidentiality

SERVICE PROVIDER shall treat any received confidential or proprietary information of Spheros or its affiliates in strict secrecy and shall not disclose it to any third party without Spheros's prior written approval. In addition to any remedies under applicable law, SERVICE PROVIDER recognizes that any damage payments not necessarily remedy such breach. Therefore, upon any actual or impending violation of any provision, Spheros and/or its affiliate(s) may obtain from any court or tribunal of competent jurisdiction a preliminary, temporary, or permanent injunction, restraining or enjoining such violation by SERVICE PROVIDER or any entity or person acting in concert with it.

10. Compliance

SERVICE PROVIDER shall always act in strict accordance and be compliant with applicable legal and regulatory requirements and provisions (export/import, antitrust, unfair competition, anti-bribery etc.) and also with the provisions set out in Spheros Business Partner Code of Conduct, which can be accessed on Spheros's website under URL <https://www.spheros.com>.

SERVICE PROVIDER represents and warrants as follows: SERVICE PROVIDER, including its direct and indirect legal owners or beneficial owners (i.e., the natural persons who ultimately own or control, through direct or indirect ownership or control, SERVICE PROVIDER), as well as the members of its board of directors, executive board, supervisory or advisory board or other corporate body (each such person referred to as a "REPRESENTATIVE"), is/are not engaged by a governmental authority or other public official nor an employee of a government-controlled entity, or related, directly or indirectly, to a government or other public official, whose department, entity or agency would be involved in granting or issuing any tender awards, consents, permits, approvals or licenses in connection with the performance of these GTC. Moreover, SERVICE PROVIDER represents and warrants that it including its REPRESENTATIVES



is/are not (i) subject to investigations (particularly regarding fraud, bribery, money-laundering, terrorism-financing), domestically or abroad, (ii) subject to trade sanctions, embargos, blacklisting or similar measures (“**SANCTIONS**”) or (iii) conducting business in countries subject to **SANCTIONS**.

SERVICE PROVIDER accepts that Spheros may decide, in its sole discretion, to implement, for compliance reasons, **SANCTIONS** regimes regarding individual countries, which exceed the mandatory legal requirements. In such case, upon written notification thereof by Spheros, SERVICE PROVIDER undertakes to comply with such revised **SANCTIONS** regimes and to cease its activities in the affected countries.

SERVICE PROVIDER undertakes to always comply with the anti-corruption / anti-bribery laws of the applicable jurisdiction and any other territory affected by these GTC. SERVICE PROVIDER gives its assurance that it is not subject to any obligations, contractually or otherwise, which could impair the performance of its duties and obligations work under these GTC. For the purposes of the GTC, “bribery” includes, but is not limited to, the promising or granting of or the requesting or receiving of benefits in money or money’s worth to a person with the aim of influencing that person in order to obtain business improperly or gain an improper advantage. SERVICE PROVIDER agrees to keep proper accounting records (approvals, invoices, etc.) of payments and financial transactions.

SERVICE PROVIDER shall instruct its personnel and subcontractors concerning the applicable statutory safety provisions, as well as the safety, anti-slavery and environmental protection provisions and oblige its personnel and subcontractors to comply with the same.

Nothing in these GTC shall require SERVICE PROVIDER to provide to Spheros any information, documentation, or data which applicable laws prohibit to provide. In particular, to the extent the rights and obligations under any provision of these GTC might entail an exchange of sensitive information which may not be shared between the PARTIES, e.g., based on competition or data protection laws, the rights and obligations hereunder shall at the choice of Spheros be limited to the permissible extent or, in case of competition law concerns, the data shall only be made available to an independent third party bound to secrecy as regards such sensitive information. The PARTY invoking the limitation hereunder shall bear the burden of proof that the sharing of such information is not permissible.

11. Governing Law and Jurisdiction

These GTC shall be governed by and construed in all respects in accordance with the laws of **Victoria, Australia**. The PARTIES submit to the exclusive jurisdiction of the courts of **Victoria**.

12. Miscellaneous Provisions

No rights or obligations of SERVICE PROVIDER under these GTC may be assigned or otherwise transferred to a third party without the prior written consent of Spheros.

The PARTIES shall always be independent contractors. For the avoidance of doubt, the PARTIES expressly agree that no agency law provisions shall apply, neither directly nor by way of analogy or otherwise, to the business relationship between Spheros and SERVICE PROVIDER. Nothing in these GTC shall be interpreted as creating any form of agency, proxy, partnership, joint-venture, representation, employment relationship or similar between the PARTIES.

SERVICE PROVIDER has no authority, however express or implied, to act in the name and on behalf of Spheros, to create or assume obligations of any kind on Spheros’s behalf, or to commit it to third parties.

Nothing in these GTC shall be interpreted as to grant any right to third parties, in particular CUSTOMERS, against Spheros. Should any CUSTOMER raise claims against Spheros in the context of these GTC, SERVICE PROVIDER shall indemnify and hold Spheros harmless from any such claim and associated costs.

If a provision of these GTC is or becomes invalid, void, or unenforceable, it is intended that the remainder of these GTC remains valid. In such case, the PARTIES shall be obliged to agree on valid and enforceable provisions that come economically as close as possible to the invalid, void, or unenforceable provision. The same shall apply to any potential gap that needs to be filled in these GTC.

These GTC contain the entire understanding between the PARTIES concerning the subject matter hereof. No verbal agreements exist. Changes and amendments shall be done in writing. This shall also apply to any potential amendment of this written form requirement.