

**EvoBus (UK) Ltd. General Terms and Conditions for the Sale
of Goods and Services via OMNIplusON commerce
– Terms and Conditions of Sale for OMNIplusON commerce –**

The following Terms and Conditions of Sale (“Terms”) apply for Goods and Services purchased from EvoBus (UK) Limited via OMNIplus ON commerce.

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A. General Provisions

I. Scope of Application

1. The following Terms and Conditions of Sale apply for all replacement parts and accessories for Mercedes-Benz and Setra buses as well as any other accessories (“Goods”) and fee-based information and telematics services (“Services”) purchased via the online ordering system OMNIplus ON commerce from EvoBus (UK) Limited registered in England and Wales with Registration No 02882442 and Registered Office at Ashcroft Way, Cross Point Business Park, Coventry, West Midlands, CV2 2TU, (“EvoBus”).
2. In the event of a conflict between the provisions of these Terms and the OMNIplus ON (“Terms of Use”), then the Terms of Use shall take precedence.
3. For the avoidance of doubt none of the Customer’s general terms and conditions of business apply to the Service and/or purchase of Goods, even if EvoBus has not explicitly objected to them. The Customer’s own general terms and conditions of business or terms and conditions of purchase do not apply even if the Customer makes reference to them in his order confirmation.

II. Contract conclusion and order process

1. The Customer’s order constitutes an offer to conclude a purchase contract with EvoBus.
2. The order process comprises the following steps:
In the first step, the Customer chooses the desired Goods (in the OMNIplus eShop) or Services and vehicles for which the Customer would like to book the Service for (in the Store for Digital Services). In the second step, the Customer can choose the payment method and, for Goods, the shipping address and method of shipment (special methods of shipment may be subject to an extra charge). Before completing the order process by clicking the “Order (subject to a charge)” button, the Customer must check all the details again and amend them if necessary. The Terms and Conditions of Sale are displayed before the order process is completed and can be printed out in file format.
3. When the Customer places an order, the Customer will receive a notification confirming receipt of the order and the order details (order confirmation). This order confirmation does not constitute acceptance of the offer; it is sent to inform the buyer that the seller has received his order.
4. When buying Goods, a purchase contract is only concluded when EvoBus dispatches the product ordered (subject to Clause B.I). A purchase contract is not concluded for products from the same order that are not dispatched. The order details and order status for Goods can be viewed at any time using the Order History function in the OMNIplus eShop.
When ordering Services, the purchase contract is only concluded when EvoBus activates the Service. The Customer receives a notification from EvoBus when it is activated.

III. Prices

1. In principle, prices quoted are net final prices plus VAT, if the amount is subject to VAT.
3. When purchasing Goods, the following also applies:
a) Shipping costs are listed and charged separately at fixed rates based on the method of shipment chosen by the Customer and depending on the volume of the shipment. In certain cases, there is the possibility of EvoBus charging for the shipping costs at cost at a later date. The buyer

will be advised of this before placing the order and shall be liable to paying the shipping costs in full charged by the seller. .

- b) The calculation of an exchange price on an exchange basis is based on the assumption that the exchanged assembly or part is complete, i.e. the items delivered correspond to the refurbished assembly or part, and does not exhibit any physical damage (e.g. due to an accident, frost or fire).
- c) Special packaging will be taken back at the return prices generally set by EvoBus for the individual packaging materials.
4. The prices quoted for Services are final prices for the right to use the Service for a chosen vehicle during the agreed term. No shipping costs are incurred when purchasing Services.
5. However, all prices stated on websites, in catalogs, brochures and in the order confirmation sent by EvoBus are non-binding and subject to change without notice and to possible spelling, printing or calculation errors.

B. Special Provisions for Goods

The following provisions apply for the purchase of replacement parts and accessories for Mercedes-Benz and Setra buses as well as other (non-vehicle) accessories.

I. Payment

1. The purchase price and the price for additional Services are payable when the Goods are dispatched and the invoice is sent.

II. Delivery

1. General statements about availability, shipping or the delivery of Goods on the OMNIplus ON commerce website do not constitute binding delivery dates and are approximate only. For the avoidance of doubt the time of delivery is not of the essence. EvoBus shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a force majeure event or the Customer’s failure to provide EvoBus with adequate delivery instructions or any other instructions that are relevant to the supply of Goods.
2. Where an order contains several items, the Goods may be shipped separately provided this is not unreasonable for the Customer. If and when shipping costs are incurred, the Customer will only be charged once in this case.
3. The manufacturer reserves the right to make changes to the design, form and color of the Goods and scope of delivery during the delivery period, provided these changes, while taking into account the interests of EvoBus, still render the Goods fit for purpose. EvoBus or the manufacturer uses symbols or numbers to describe an order or the item ordered, no rights may be derived solely from these.
4. Delivery is completed on the completion of unloading of the Goods at the specific address of delivery stipulated by the Customer at the point of order.

III. Reservation of Title

1. The item ordered will remain the property of EvoBus until such time as all claims that EvoBus accrues under the purchase contract have been settled. In the event delivery of the Goods are completed, but payment for invoices remain outstanding, EvoBus shall retain all title in the Goods but the Customer shall be fully responsible for any damage or loss to such Goods and shall fully indemnify EvoBus for the same. Retention of title also applies for claims by EvoBus against the Customer from their ongoing business relationship until such time as claims accrued in connection with the purchase have been settled. At the Customer’s request, EvoBus is obliged to choose whether to waive reservation of title to parts of the items ordered if the value of the items ordered exceeds the total of all of the claims associated with the purchase contract by 20% and appropriate collateral has otherwise been provided for the other claims arising from the ongoing business relationship.
2. As long as the reservation of title remains in force, the Customer must neither dispose of the item ordered or grant any third parties a right of use by contract.
3. If the country in which the item ordered is located does not allow reservation of title but permits EvoBus to reserve other rights to the item supplied, EvoBus may exercise all rights of this type. The Customer is obliged – at his/her own expense – to take all the steps necessary to

ensure that this reservation of title or an alternative right to the items ordered instead of this is effective and maintained.

IV. Quality

1. EvoBus warrants that on delivery the Goods shall (a) conform with their description and (b) be free from material defects in design, material and workmanship.
2. Subject to Clause B.IV(1) above if the Customer gives notice in writing to EvoBus within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out above then EvoBus shall be given a reasonable opportunity of examining such Goods; and the Customer shall return such Goods to EvoBus' place of business at the Customer's reasonable cost.
3. EvoBus shall at its sole option, repair, replace the defective Goods, or refund the price of the defective Goods in full.
4. EvoBus shall not however be liable for the Goods failure to comply with the Warranty set out in Clause B.IV(1) above if (a) the Customer makes any further use of such Goods after informing EvoBus of a defect, (b) the defect arises because the Customer failed to follow the Suppliers oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade and industry practice regarding the same (c) the defect arises as a result of EvoBus following any drawing, design, or Specification supplied by the Customer, (d) the Customer alters or repairs such Goods without the written consent of EvoBus, (e) the default arises out of fair wear and tear, willful damage, negligence or abnormal storage of working conditions or (f) the Goods differ as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

V. Liability for material defects

1. Claims by the Customer arising from a breach of Clause B.IV(1) above will become time-barred two years after delivery of the item ordered. Other claims will remain unaffected if EvoBus is held liable by law or if an alternative agreement has been concluded.
2. If defects are to be rectified, the following applies:
 - a) The Customer may subject to Clause B.IV(1) enforce any claims for rectification of defects against EvoBus or against other workshops approved by the manufacturer for the servicing of the item ordered; in the case of the latter, the Customer must notify EvoBus without delay if the first attempt at rectification fails. In the case of verbal notifications of claims, a written confirmation of receipt of the notification must be provided to the Customer.
 - b) For the parts used to remedy defects, the Customer can assert warranty claims on the basis of the purchase contract until the end of the limitation period for the item ordered.
 - c) Replacement parts are the property of EvoBus.
3. For the purposes of clarity nothing in these Terms shall limit or exclude EvoBus' liability for (a) death or personal injury caused by its negligence, or the negligence of its employees, agents and subcontractors (as applicable), (b) fraud or fraudulent misrepresentation, (c) breach of the terms implied by section 12 of the Sales of Goods Act 1979, (d) defective products under the Consumer Protection Act 1987 and (e) any matter in respect of which it would be unlawful for EvoBus to exclude or restrict liability.
4. Subject to the Clause B.IV(3) above EvoBus shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, consequential loss arising under or in connection with these Terms.
5. EvoBus total liability, to the Customer in respect of all other losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or other shall in no circumstances exceed the purchase price paid for the Goods and/or Services.

C. Special Provisions for Services

The following provisions apply for all orders placed by the Customer in order to obtain fee-based rights to use OMNIplus ON information and telematics Services. They apply for both the purchase of and extension of the term of these Services.

I. Provision of Services, term

1. The Customer is entitled to make use of the Services once he has purchased them. The Services are provided by EvoBus. The use of

Services by the Customer is subject to these Terms of Use for OMNIplus ON Digital Services (hereinafter collectively "Terms of Use").

2. The Customer may use the Services for a single vehicle during the term agreed. EvoBus shall inform the Customer of the upcoming end of the term by email.

II. Payment

1. The purchase price is payable after the Services have been activated and an invoice has been sent.
2. If the Customer purchases the Services as a business person concluding the purchase contract on a commercial or freelance basis or as a legal entity, withholding taxes may be payable on the payments made by the Customer to the local tax authorities.

III. Early Termination

1. If the Customer (a) deletes the app in accordance with I.4.6 of the Terms of Use, (b) deactivates the Services in accordance with I.4.7 of the Terms of Use, (c) arranges the disconnection of his vehicle in accordance with I.5.3 of the Terms of Use, (d) cancels the Services in accordance with I.8.3 of the Terms of Use or (e) changes his place of residence in accordance with I.8.4 of the Terms of Use, he has no claim to a (proportional) refund of the costs paid for the relevant Services.
2. If EvoBus (a) suspends the Services in accordance with I.7.2 of the Terms of Use or (b) terminates the Services in accordance with I.8.5 of the Terms of Use for good cause, (c) non payment in accordance with clause C.II the Customer has no claim to a refund of the costs paid for the relevant Services.
3. If the Customer (a) cancels the Services in accordance with I.8.3 of the Terms of Use because he is withdrawing from the purchase contract or lease for a new vehicle or (b) terminates the Services for good cause in accordance with I.8.5 of the Terms of Use, the fees that the Customer has paid EvoBus for the relevant Services will be refunded proportionately for the period from the day of withdrawal or the effective date of termination until the agreed end of the term.

IV. Complaints about Services

1. The Customer can contact the organization specified under E.I. with any questions and complaints about Fee-Based Services.
2. If EvoBus does not provide the Services in accordance with the Terms of Use, the fees paid by the Customer for the relevant Services will be refunded proportionately for the relevant period of time. Further legal claims on the Customer's part remain unaffected.
Note: As described in the Terms of Use (particularly under I.4.9 of the Terms of Use), the Services may be subject to restrictions, inaccuracies, impairments and disruptions. The Services may also differ from those described in the agreement concluded by the Customer and EvoBus (particularly under I.4.11 of the Terms of Use).
3. The description of the Services in the Terms of Use is not grounds for a warranty or a procurement risk regardless of culpability.
4. This section, IV., does not apply for damages claims. These are subject to section V. Liability.

V. Liability

1. For the purposes of clarity nothing in these Terms shall limit or exclude EvoBus' liability for (a) death or personal injury caused by its negligence, or the negligence of its employees, agents and subcontractors (as applicable), (b) fraud or fraudulent misrepresentation, (c) breach of the terms implied by section 12 of the Sales of Goods Act 1979, (d) defective products under the Consumer Protection Act 1987 and (e) any matter in respect of which it would be unlawful for EvoBus to exclude or restrict liability.
2. Subject to the Clause IV(3) above EvoBus shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, consequential loss arising under or in connection with these Terms.
3. EvoBus' total liability, to the Customer in respect of all other losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or other shall in no circumstances exceed the purchase price paid for the Goods and/or Services.

D. Cancellation Right

The following revocation right shall only apply to consumers. A consumer is a natural person who enters into a legally binding business transaction

for purposes not primarily attributable to its commercial or freelance professional work. Sales to consumers via OMNIplus ON commerce are only made for other (non-vehicle) accessories, particularly merchandise.

I. Revocation Instruction

You are entitled to revoke this contract within 14 days without providing a reason.

The revocation period is 14 days from the date on which you or a third party appointed by you who is not the carrier receive(s) the last delivery. To exercise your right of revocation, you must inform us (EvoBus (UK) Ltd., c/o Mercedes-Benz Customer Assistance Center Maastricht N.V (CAC), P.O. Box 1456, 6201 BL Maastricht, Netherlands, email: OMNIplusON.gbr@cac.mercedes-benz.com) of your decision to cancel this contract by means of an unambiguous declaration (e.g. a letter sent by post, fax or email). You may do so by using the sample revocation form attached to these Terms of Use, although this is not mandatory. For a revocation to be valid, you must only ensure that you have sent the notice concerning the exercise of the revocation right before to the expiry of the revocation period.

II. Consequences of Revocation

If you revoke this contract in accordance with Clause D.I we will refund all payments received from you, including delivery costs but excluding any additional costs arising from any delivery method chosen by you that differs from our standard economy delivery. This refund will take place without delay or within 14 days of the receipt by us of your notification of revocation of this contract. You will be reimbursed using the same method you used for the original transaction unless otherwise expressly agreed with you. You will not be charged you any fees for this refund under any circumstances. We may decline to issue the refund until we have received the returned Goods.

You must, without undue delay and in any event within fourteen days from the day on which you informed us of the revocation of this contract, return or give the Goods to us (EvoBus (UK) Ltd., Ashcroft Way, Cross Point Business Park, Coventry, West Midlands, CV2 2TU, UK). This time limit shall be deemed as observed if you dispatch the Goods within the stated 14-day period. You must cover the costs of returning the Goods. You will be liable for any loss of value caused to the Goods.

E. Complaints, Dispute Resolution and Jurisdiction

The following provisions apply for all Goods and Services purchased from EvoBus via the Online Shop OMNIplusON Commerce.

I. Complaints

The Customer can send any questions or complaints regarding the delivered Goods or Services to the following address:

Connectivity Support (for activation or questions/amendments to the contract):

EvoBus (UK) Ltd
Connectivity Support
Ashcroft Way, Cross Point Business Park
Coventry, West Midlands, CV2 2TU
UK
bus-connect-uk@daimler.com
Tel. +44 24 76 626080

OMNIplus ON Customer Support:

Mercedes-Benz Customer Assistance
Center Maastricht N.V (CAC)
OMNIplusON.gbr@cac.mercedes-benz.com
Tel. 00 800 4020 4020 *

* Free of charge from landlines, charges for calls from cellphones may differ.

Information on the time availability of the support service can be found in the Customer Portal.

Customer Portal: www.omniplus-on.com

II. Place of Performance, Place of Jurisdiction and Governing Law

1. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

2. Each party to these Terms irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Terms of Use or its subject matter or formation.

III. Notices

1. Any notice or other communication given to a party under or in connection with these Terms or Terms of use shall be in writing, addressed to that party at its registered office, principle place of business or a valid email address specified by the parties during the course of the operation of these Terms and/or Terms of Use.

2. The provisions of clause E.III(1) shall not apply to the service of any proceedings or other documents in any legal action.

IV. Alternative Dispute Resolution

1. Any dispute that arises from the provision of the Goods and/or Services shall be governed by the conditions set out in this Clause E.IV.

2. In the event of a dispute between EvoBus and the Customer arising out of or in connection with these Terms of Use then either party may call an extraordinary meeting of the parties for the purpose of resolving such dispute or difference by service of not less than 7 days' written notice and each

party agrees to procure that its designated representative(s) from its management team shall attend all extraordinary meetings called in accordance with this Clause E.IV.

3. For the purposes of this Clause E.IV the designated representatives shall be a manager from EvoBus and a manager from the EvoBus that have responsibility of these Terms of Use.

4. The members of the relevant meeting shall endeavor in good faith to resolve disputes arising out of this Agreement. If any dispute referred to a manager's meeting is not resolved at that meeting then either party, by notice in writing to the other, may refer the dispute to a senior officer of EvoBus and a senior officer of the Customer who shall co-operate in good faith to resolve the dispute as amicably as possible within 14 days of service of such notice. If the senior officers fail to resolve the dispute in the allotted time or such longer period as may be agreed then this dispute resolution procedure shall be deemed exhausted.

5. This clause E.IV is without prejudice to either party's rights or remedies provided by law, under these Terms of Use or otherwise including the right to seek injunctive relief or otherwise commence legal proceedings at any time. The

V. Force majeure

1. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from a force majeure event. For the purposes of this clause a force majeure event is defined as an event or circumstance beyond a party's reasonable control.

VI. Assignment and other dealings.

1. EvoBus may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the EvoBus.

VII. Confidentiality

1. Each party undertakes that it shall not at any time, and for a period of five years after termination of this agreement disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by Clause E.V11(2). For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

2. Each party may disclose the other party's confidential information, (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms.

VIII. Entire agreement

1. These Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

IX. Variation

EvoBus reserves the right to make changes and additions to the Terms at any time.

X. Waiver

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

XI Severance

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

XII Third party rights

No one other than a party to these Terms shall have any right to enforce any of their terms.

Annex: Revocation Form