

General Terms and Conditions for the Sale and Delivery of Mubea U-Mobility XBoards by Muhr und Bender KG (as of May 2024; Rev. 01)

A. General provisions

I. Contractual partners, applicability, Customers

1. These General Terms and Conditions ("GTC") shall apply to any contractual relationship concerning the delivery of Mubea U-Mobility XBoard products and accessories ("XBoard") by Muhr und Bender KG ("Mubea") to Mubea's Customers, regardless of whether the contractual relationship is entered into via Mubea's online webshop (at <https://xboard.mubea-umobility.com> or directly at <https://shop.mubea-umobility.com>) ("Webshop"), by telephone, e-mail, post or via intermediary partners.

2. These GTC apply to legal entities under public law, special funds under public law and entrepreneurs who are acting in the exercise of their commercial or independent professional activity when concluding the contract ("Entrepreneurs" pursuant to § 14 BGB) as well as to natural persons who conclude a legal transaction for purposes that can predominantly be attributed neither to their commercial nor their independent professional activity ("Consumers" pursuant to § 13 BGB) (Consumers and Entrepreneurs together "Customers").

3. General terms and conditions of the Customer or third parties shall not become part of the contractual relationship between Mubea and the Customer (collectively "Parties"), even if Mubea does not separately object to their validity in individual cases or refers to a letter that contains or refers to general terms and conditions of the Customer or a third party. General terms and conditions of the Customer or third parties shall only become part of the contract if and to the extent that Mubea has expressly agreed to their validity in writing.

II Conclusion of contract

1. On the one hand, a Customer can request a non-binding offer for the purchase of an XBoard via the contact form in the Webshop, by e-mail, post or via an intermediary partner. Mubea will then send the Customer a corresponding non-binding and noncommittal offer. The Customer may send this offer to Mubea by electronic or written signature and transmission of the signed offer, thereby submitting a binding offer to Mubea. The Customer shall be bound by its offer for 14 days. Mubea shall be entitled to accept this offer within this period.

2. On the other hand, a Consumer can submit an offer to purchase an XBoard directly via the Webshop by completing the order process there. The product presentation in the Webshop represents a non-binding invitation to the Consumer to submit an offer to purchase an XBoard. The selected XBoards are collected in the shopping cart. After entering the payment and shipping information, the Consumer submits a binding purchase offer for the XBoards contained in the shopping cart by clicking on the "Zahlungspflichtig bestellen" button. Before submitting the binding order, the Consumer has the opportunity to check the accuracy of the information provided and to correct it if necessary. Mubea shall confirm receipt of the order by means of an automatic confirmation of receipt e-mail. However, this e-mail does not constitute a binding acceptance of the offer. The Consumer is bound to his offer for 14 days. Mubea is entitled to accept this offer within this period.

3. Mubea may accept this offer in accordance with Section II Nos. 1 and 2 of these GTC by sending an order confirmation to the Customer. If Mubea rejects the offer, the Customer shall be informed accordingly. Any services already paid for by the Customer shall be refunded.

4. Any change or amendment to a contract regarding the delivery of the XBoard requires prior express written agreement between Mubea and the Customer. This applies in particular to changes requested by the Customer with regard to the type, quantity and quality of the XBoard as well as changes to the delivery time or delivery period.

5. Commercial resale of the XBoard is not permitted. Mubea therefore reserves the right, in particular, not to accept contractual offers from the Customer that give the impression of being made for the purpose of commercial resale of the XBoard.

III Prices, taxes, exports and payment

1. The purchase price stated by Mubea in the order confirmation plus the respective statutory VAT and any shipping costs incurred ("Total Purchase Price") shall be decisive.

2. If the Customer is an Entrepreneur, changes to the total purchase price stated in the order confirmation are permissible and may be communicated to the Customer in text form prior to delivery. In the case of sales to Entrepreneurs, Mubea may increase the Total Purchase Price by up to 5% (e.g. due to a not insignificant change in material or production costs after conclusion of the contract). This shall also apply to a change in the statutory VAT rate. If the Total Purchase Price increases by more than 5%, the Entrepreneur may withdraw from the contract by means of a declaration in text form within two weeks of receipt of Mubea's notification of the change in the Total Purchase Price.

3. The invoicing will be included in the delivery.

4. For sales to Entrepreneurs, payments are due upon invoicing.

5. If a Consumer uses the Webshop to order the XBoard, they can choose between the following payment options: purchase on account, payment by installments, credit card, instant bank transfer and PayPal. Some of these are explained in more detail in Section III. If the Consumer uses the payment system of an external service provider such as PayPal, the Consumer must comply with its general terms and conditions.

6. The Customer shall only be entitled to offset payments if his claim is undisputed or has been legally established. The Customer's rights in the event of defects in the XBoard remain unaffected.

7. The Customer shall only be entitled to a right of retention if his undisputed or legally established counterclaim is based on the same contractual relationship.

IV. Payment alternatives for Consumers

1. In cooperation with [Unzer](#), Mubea offers the Consumer the option of paying for XBoards ordered from Mubea on account (Section IV No. 1.1.) or in installments (Section IV No. 1.2) (hereinafter: "payolution payment method"). For the purpose of offering the payolution payment methods, Mubea works together with payolution GmbH, Columbusplatz 7-8/St. 2, 1100 Vienna, Austria (hereinafter: "payolution") and Bank Frick AG, Landstrasse 14, 9496 Balzers, Liechtenstein (hereinafter: "Bank"). This does not establish a contractual relationship between the Consumer and payolution or the Bank. The use of payolution payment methods is only permitted for Consumers who have reached the age of 18. Mubea or the Bank shall check the Consumer's creditworthiness prior to each payment using a payolution payment method in accordance with the Consumer's separate consent. If payment by means of a payolution payment method is not possible (e.g. for reasons of creditworthiness, for technical reasons, or because the amount limits have been exceeded), Mubea may offer the Consumer an alternative billing option. Mubea shall be entitled to assign claims, including all associated ancillary rights, that are to be paid using a payolution payment method, to third parties.

1.1. Purchase on account

1.1.1. If "purchase on account" is agreed with the Consumer, Mubea shall send the Consumer an invoice, which shall be payable immediately upon receipt of the invoice. Purchase on account may only be used if the billing address corresponds to the delivery address.

1.1.2. If the invoice is not paid by the due date at the latest, the Consumer shall be in default even without a separate reminder. In this case, Mubea shall be entitled to demand interest on arrears from the Consumer at the applicable statutory rate.

1.2. Payment by installments

1.2.1. If payment by installments is agreed, the purchase price to be paid by the Consumer shall be paid in fixed monthly installments. The amount of the last installment may differ

from the previous installments. The Consumer can pay the installments by bank transfer or standing order.

- 1.2.2. In the event of payment in installments, the Consumer shall pay interest to Mubea.
- 1.2.3. The conditions for an installment payment (in particular the term, installment amount, debit interest rate, effective annual interest rate, total amount) shall be displayed to the Consumer on Mubea's website before the agreement on installment payments is concluded.
- 1.2.4. The first monthly installment is due immediately after the purchase, all subsequent monthly installments are due on the 5th of the calendar months following the purchase.
- 1.2.5. If a monthly installment is not paid by the due date at the latest, the Consumer shall be in default even without a separate reminder. In this case, Mubea shall be entitled to demand interest on arrears from the Consumer at the applicable statutory rate.

V. Delivery and performance time, delay

1. Delivery dates and delivery periods, which can be agreed as binding or non-binding, must be specified in text form. Delivery periods shall commence upon conclusion of the contract.
2. The Customer may request Mubea to deliver six weeks after a non-binding delivery date or a non-binding delivery period has been exceeded. Mubea shall be in default upon receipt of the request. If the delay is due to slight negligence on the part of Mubea, any claim by the Customer for compensation for damage caused by the delay shall be limited to a maximum of 5% of the agreed purchase price.
3. If, in addition, the Customer wishes to withdraw from the contract due to the delay and/or claim damages instead of performance, it must set Mubea a reasonable deadline for delivery after expiry of the deadline in accordance with Section V No. 2 sentence 1 of the GTC. Claims for damages by the Customer due to Mubea's delay caused by slight negligence shall be excluded. If delivery becomes impossible for Mubea by chance during the delay, Mubea's liability shall be limited to a maximum of 25% of the agreed purchase price. Mubea shall not be liable for damage caused by delay if the damage would have occurred even if delivery had been made on time.
4. The limitations of liability in this section shall not apply in the event of injury to life, limb or health or in the event of gross negligence or intent on the part of Mubea.
5. If a binding delivery date or a binding delivery period is exceeded, Mubea shall be in default upon exceeding the delivery date or the delivery period without further reminder by the Customer. The Customer's rights shall then be determined in accordance with Section V No. 2 sentence 3, Nos. 3 and 4 of the GTC.
6. If parts or components required for the production of the XBoard are permanently unavailable from Mubea's suppliers ("Delivery Failure") and the purchase contract with the Customer has already been concluded, Mubea shall inform the Customer of the Delivery Failure without delay. In this case, Mubea shall be entitled to withdraw from the contract and, in the event of withdrawal, shall immediately reimburse the Customer for any payments made to Mubea.
7. Force majeure (i.e. an unforeseeable event outside Mubea's sphere of influence) or operational disruptions occurring at Mubea or its suppliers that temporarily prevent Mubea from delivering the XBoard within the agreed period or on the agreed date through no fault of its own shall extend the dates and deadlines specified in Nos. 1 to 5 of this Section by the duration of the disruptions caused by the aforementioned circumstances. If such disruptions persist for a period of 4 months, the Customer may withdraw from the contract. Other rights of withdrawal remain unaffected.

VI. Shipping, insurance, transfer of risk, packaging

1. The XBoard will be shipped to the delivery address specified in the order confirmation. Mubea has fulfilled its delivery obligation upon handover to the transport company. If collection from an intermediary partner has been agreed, Mubea has fulfilled its delivery obligation when the XBoard is made available at the intermediary partner's premises. If, in the case of orders for more than one XBoard, not all XBoards ordered can

be delivered at the same time, Mubea shall be entitled to make partial deliveries after informing the Customer in advance.

2. Unless expressly agreed otherwise, Mubea shall determine the mode of shipment and the transportation company at its reasonable discretion.
3. The transfer of risk takes place when the XBoard is handed over to the transport company or to the intermediary partner.
4. Mubea shall pack the XBoard in standard industrial and commercial packaging. If the Customer requests different packaging, the Customer shall bear the necessary costs.

VII. Default of acceptance

1. Mubea shall send the Customer a notice of availability after delivery. The Customer shall be obliged to accept the XBoard within 14 days of receipt of the notification of availability.
2. In the event of non-acceptance (default of acceptance), Mubea may exercise its statutory rights. If Mubea demands compensation from an Entrepreneur, this shall amount to 15% of the purchase price. Damages shall be set at a higher or lower amount if Mubea proves higher damages or the Customer proves that lower damages have been incurred.
3. During the delay in acceptance, Mubea's liability shall be limited to intent and gross negligence.

VIII. Retention of title

1. Mubea retains title to the XBoards supplied by Mubea until the total purchase price has been paid in full.
2. As long as the retention of title exists, the Customer may neither pledge the XBoard to third parties nor assign it as security. The Customer must inform Mubea immediately in writing if an application is made to open insolvency proceedings against its assets or if third parties threaten to or do seize the XBoard owned by Mubea (e.g. seizure).
3. If the Customer acts in breach of contract, in particular in the event of non-payment or default of acceptance, Mubea shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the XBoard on the basis of the retention of title.

IX. Copyrights and industrial property rights

1. All copyrights and other industrial property rights relating to the XBoard or the associated documents (e.g. instructions for use and other technical documentation) are the exclusive property of Mubea. The Customer may not duplicate, copy or reproduce the XBoard or the associated documents.
2. If Mubea has modified the XBoard on the basis of specifications provided by the Customer, who is an Entrepreneur, and these specifications are the subject of third-party claims for infringement of property rights, the Customer shall indemnify Mubea against all such claims upon first request. This obligation of the Entrepreneur shall include all costs and expenses incurred by Mubea as a result of or in connection with claims asserted by third parties.

X. Nature and use of the products

1. The technical specifications enclosed in the order confirmation and stated in the Webshop as well as the contents of the operating instructions conclusively represent the agreed quality of the XBoard in accordance with § 434 (2) No. 1 BGB.
2. The provisions of this Section X No. 2 of the GTC represent the use of the products assumed under the contract in accordance with § 434 (2) No. 2 BGB and their exclusive use. In particular, any use deviating from or going beyond this is excluded.
 - 2.1. The XBoard is a three-wheeled scooter with an electric motor and a total weight of 18 kg.
 - 2.2. The Customer is assisted by an electric motor while riding. The electronic support of the XBoard ends when a speed of 20 km/h is reached.
 - 2.3. The Customer must not reach into rotating or otherwise moving parts (e.g. rear wheels or front wheels).
 - 2.4. The XBoard may only be used by persons with a minimum age of 14 years, a minimum height of 1.20 m and a maximum height of 2.00 m and a maximum weight of 120 kg.
 - 2.5. The XBoard has a general operating license (ABE), it is officially approved and may be used on public roads and paved paths in Germany. Riding on cycle paths, cycle lanes and cycle streets is permitted. The Customer may only use the roadway if these are

missing. The applicable national laws always apply. Riding on steps, kerbs that are not lowered, steps and other uneven surfaces, as well as jumping or other forms of movement other than riding, may endanger the rider and other road users and is not permitted. The XBoard may also not be used on icy roads, forest paths or other uneven or unsuitable surfaces; kerbs may only be driven over at walking pace if they are lowered for the purpose of driving over them. Riding through rivers, deep puddles, streams, etc. is also not permitted. The XBoard can only be used in suitable weather conditions - this particularly excludes use on snow, in heavy rain, storms or heavy snowfall.

- 2.6.** The XBoard must not be used under the influence of drugs or alcohol.
- 2.7.** The XBoard may not be used to take part in races or sporting competitions.
- 2.8.** The transportation of passengers, in particular infants and children, is prohibited.
- 2.9.** The XBoard must not be ridden hands-free.
- 2.10.** The Customer must comply with the maintenance activities and cycles specified in the operating instructions. Any maintenance of the XBoard must be carried out in accordance with the manner described by Mubea in the operating instructions.
- 2.11.** The XBoard can only be used in the commercial sector if the Customer of the XBoard fulfills his obligations regarding occupational health and safety. The Customer is obliged to check whether the safety, accident prevention and environmental protection regulations applicable in the area of use of the XBoard are complied with.
- 2.12.** Any ride with the XBoard must be aborted immediately if a specific danger to the occupants and other road users cannot be ruled out with certainty.
- 2.13.** According to German road traffic regulations, a helmet does not have to be worn on vehicles up to a maximum speed of 20 km/h. Nevertheless, Mubea recommends always wearing a suitable helmet to prevent injury in the event of a fall.
- 2.14.** Before using the XBoard, the Customer must take out liability insurance for the XBoard. This is evidenced by an insurance sticker affixed to the scooter. Taking out insurance to protect against damage to the XBoard (comprehensive insurance) can be a useful addition to the insurance cover for the Customer.
- 2.15.** The Customer must ensure a regular visual and functional inspection of all components of the XBoard in accordance with the operating instructions. The XBoard may only be operated in a roadworthy condition.
- 2.16.** The Customer must refrain from any behavior that damages the XBoard.

XI. Updates

- 1.** Mubea voluntarily provides updates and security updates, for example for compatibility reasons or to close existing security gaps. Mubea voluntarily informs the Customer about the provision of the update and the consequences of failing to install it. In addition, Mubea shall voluntarily provide the Customer with information instructions on how to carry out the updates.
- 2.** If the Customer fails to install an update provided by Mubea, Mubea shall not be liable for any defect in the XBoard that is solely attributable to the failure to install the update, provided that Mubea has informed the Customer of the availability of the update and the consequences of failing to install it and the fact that the Customer has not installed the update or has installed it improperly is not attributable to defective installation instructions provided by Mubea.

XII. Take-back obligations

- 1.** Mubea is obliged to take back the battery installed in the products. The Customer is obliged to dispose of the battery properly and can return it to Mubea's registered office.
- 2.** Mubea is obliged to take back transport packaging as well as sales and secondary packaging that does not typically accumulate as waste with private end Consumers after use. The Customer shall be obliged to dispose of the packaging properly and may return it to Mubea's registered office.

XIII. Warranty

- 1.** The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions), unless otherwise specified below.
- 2.** In the case of sales to Entrepreneurs, the freedom from defects of a product shall be determined exclusively by the quality agreed in accordance with Section X No. 1 of the GTC and the use assumed under the contract in accordance with Section X No. 2 of the GTC. In such cases, any additional quality of the products and the provision of any accessories or instructions by Mubea must be expressly agreed between the Entrepreneur and Mubea in the respective specification.
- 3.** All specifications do not constitute guaranteed characteristics or warranted properties by Mubea, but descriptions or identifications of the delivery or service. The agreement of a guarantee or a warranted characteristic shall only be made by individual, express written agreement with Mubea.
- 4.** The Entrepreneur may not rely on an intended use. In such cases, Mubea shall not be responsible for ensuring that an XBoard is suitable for normal use, nor that it is of a quality that is customary for items of the same type and that the Customer can expect, nor that assembly or installation instructions or other instructions are enclosed with the product. § 434 (3) BGB is thus expressly waived in these cases.
- 5.** In the case of sales to Consumers, the freedom from defects of an XBoard is determined by the quality agreed in accordance with Section X No. 1 of the GTC and the use assumed under the contract in accordance with Section X No. 2 of the GTC, as well as the objective requirements for the XBoards in accordance with § 434 (3) BGB.
- 6.** Warranty claims do not exist in particular in the event of (i) use of the XBoard outside of the use stipulated in the contract in accordance with Section X No. 2 of the GTC and (ii) natural wear and tear.
- 7.** The assertion of warranty claims by the Entrepreneur presupposes that he has duly fulfilled his statutory inspection and complaint obligations in accordance with § 377 HGB.
- 8.** In the event of a defect for which Mubea is responsible, Mubea shall, at its discretion, either rectify the defect or deliver a replacement. In the event of rectification, Mubea shall be obliged to bear all expenses necessary for the purpose of remedying the defect, in particular transport costs, travel, labor and material costs, provided that these costs are not increased by the fact that the XBoard has been moved to a location other than the place of performance. The place of performance for all services provided by Mubea shall be Mubea's registered office, unless otherwise agreed.
- 9.** Mubea reserves the right to make two attempts at subsequent performance. If subsequent performance fails, the Customer shall be entitled, at its discretion, to demand rescission or a price reduction. In the event of a minor defect, the Customer shall not be entitled to withdraw from the contract.
- 10.** If the Customer has asserted a defect against Mubea and it subsequently transpires that there is no defect for which Mubea is liable, the Customer shall reimburse Mubea for all expenses and costs incurred by Mubea in connection with the assertion of a defect.
- 11.** If the Customer wishes to assert warranty claims, it must contact Mubea and coordinate the procedure for rectifying the defects with Mubea. Mubea shall bear the reasonable expenses incurred by the Customer for this purpose.
- 12.** In urgent cases, the Customer shall have the right to remedy the defect itself or have it remedied by a third party on behalf of the Customer and to demand compensation for the reasonable and proven costs required and actually incurred to remedy the defect. Urgent cases are those in which the Customer cannot reasonably be expected to grant Mubea the opportunity to rectify the defect within a reasonable period of time in order to avert acute danger and avoid significant (higher) damages. Mubea shall be notified immediately, if possible in advance, of any such self-remedy.

XIV. Liability

- 1.** Mubea shall be liable to the statutory extent for intent and gross negligence as well as in the event of culpable breach of material contractual obligations, loss of life, physical injury or damage to health. Insofar as material contractual obligations are not breached

intentionally, Mubea's liability shall be limited to the foreseeable damage typical for the contract. A material contractual obligation is an obligation whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the contractual partner may regularly rely.

2. The above exclusions or limitations of liability do not apply to claims arising from the Product Liability Act. Mandatory statutory liability provisions remain unaffected.

3. Insofar as Section XIV No. 1 or XIV No. 2 of these GTC are not relevant, fault-based liability is excluded for all legal reasons (in particular also due to pre-contractual breaches of duty or tortious liability due to property infringement).

4. Insofar as Mubea's liability is excluded, this shall also apply to the liability of Mubea's executive bodies, executive employees and vicarious agents.

5. The Customer shall indemnify Mubea against all third-party claims as well as damages, costs and expenses (including reasonable legal costs) that are attributable to circumstances for which the Customer is responsible.

XV. Limitation period

1. If the Customer is an Entrepreneur, the general limitation period for claims arising from material defects and defects of title shall be one year from handover of the XBoard to the carrier, in deviation from § 438 (1) No. 3 BGB. If the Customer is a Consumer, the statutory limitation rules shall apply.

2. The shortened time limits contained in Section XV No. 1 sentence 1 GTC shall not apply to claims for damages by the Entrepreneur arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by Mubea or its vicarious agents or from the Product Liability Act, which shall in each case become time-barred in accordance with the statutory provisions.

3. The aforementioned limitation periods under sales law also apply to contractual and non-contractual claims for damages by the Customer that are based on a defect in the XBoard, unless the application of the regular statutory limitation period (§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Section XV No. 2 of the GTC remains unaffected.

XVI. Final provisions

1. There are no verbal collateral agreements. Amendments and supplements to these GTC, including the waiver of this written form requirement, must be made in writing to be effective.

2. This English version of the GTC is provided for information purposes only. Therefore, only the German version is the legally binding version.

3. These GTC and all agreements made in connection with them are subject to the law of the Federal Republic of Germany, excluding the conflict of laws rules of private international law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

4. Mubea will not participate in a dispute resolution procedure before a consumer arbitration board within the meaning of the Act on Alternative Dispute Resolution in Consumer Matters and is not obliged to do so.

5. If the Customer is not a Consumer, the exclusive place of jurisdiction is Attendorn, Germany.

B. Withdrawal policy and withdrawal form

I. Withdrawal policy

1. Introduction

Consumers have a right of withdrawal according to the following conditions:

2. Right of withdrawal

Consumers have the right to withdraw from the concluded contract within fourteen (14) days without giving any reason. The withdrawal period is fourteen (14) days from the day on which the Consumer or a third party named by the Consumer, who is not the carrier, has taken possession of the XBoard.

To exercise the right of withdrawal, the Consumer must inform Mubea (Muhr und Bender KG, Mubea-Platz 1, 57439 Attendorn, Germany, e-mail: umobility@mubea.com) of the decision to withdraw from the contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). For this purpose, the Consumer may use the form attached under Section B. II. of these GTC. In order to comply with the withdrawal period,

it is sufficient for the Consumer to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

3. Consequences of withdrawal

If the Consumer withdraws from the concluded contract, Mubea shall reimburse the payments received from the Consumer, including delivery costs, within fourteen (14) days at the latest from the day on which Mubea receives notification of the withdrawal. For this repayment, Mubea shall use the same means of payment that was used for the original transaction, unless Mubea and the Consumer agree otherwise; in no case shall the Consumer be charged any fees for this repayment. Mubea shall be entitled to refuse payment until the corresponding XBoard has been returned to Mubea or until the Consumer has provided proof that the XBoard has been returned, whichever is earlier.

The Consumer is obliged to return or hand over the XBoard to Mubea immediately and in any case within fourteen (14) days at the latest from the day on which he has informed Mubea of the revocation. The deadline shall be deemed to have been met if the Consumer sends the XBoard before the expiry of the fourteen (14) day period.

The Consumer shall bear the direct costs of returning the XBoards. In the case of forwarding goods or goods that cannot normally be returned to Mubea by post, the parties shall agree on the return shipment. The Consumer is obliged to pay for any loss in value if this loss in value is due to handling of the XBoards that is not necessary for checking the condition, properties and functionality of the XBoards.

4. Exclusion or premature expiry of the right of withdrawal

The right of withdrawal does not apply to Consumers who do not belong to a member state of the European Union at the time the contract is concluded and whose general place of residence and delivery address is outside the European Union at the time the contract is concluded.

5. General information

The Consumer must avoid damaging and contaminating the XBoards. The Consumer must return the XBoards to Mubea in their original packaging with all accessories and with all packaging components. If necessary, the Consumer must use protective outer packaging. If the Consumer no longer has the original packaging, he must provide suitable alternative packaging that is suitable for adequate protection against transport damage.

The Consumer is not entitled to return the XBoards to Mubea freight collect.

II. Withdrawal form

If the Consumer wishes to withdraw from the contract in question, he can use the following form:

To

Muhr and Bender KG
Mubea Platz 1
57439 Attendorn

E-mail: umobility@mubea.com

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods

_____ [NUMBER]

Xboard(s) _____

Ordered on (*) _____ /received on (*) _____

Name of the Consumer(s)

Address of the Consumer(s)

Signature of the Consumer(s) (only for notification on paper)

Date

(*) Delete as appropriate

C. Special provisions in electronic business transactions

Information obligations in electronic business transactions

Mubea is subject to information obligations in electronic business transactions, which it fulfills below.

1. The individual technical steps that lead to the conclusion of the contract:

On the one hand, the Customer can request a non-binding offer via the Webshop in accordance with Section A. II. No. 1. Upon request via the Webshop, the Customer shall receive a non-binding and noncommittal offer for the purchase of an XBoard from Mubea by e-mail (unless the Customer concludes the purchase in accordance with the following paragraph). By signing the non-binding offer in writing or electronically and sending it to Mubea, the Customer submits a binding contractual offer to Mubea. Mubea shall then be free to accept this contractual offer in accordance with Section A. II No. 1 of these GTC.

On the other hand, the Consumer can submit an offer to purchase the XBoard directly via the Webshop. To do this, the Consumer selects the desired XBoard and places it in the shopping cart by clicking the "In den Warenkorb" button. The Consumer can then click on "Jetzt kaufen" in the shopping cart to access an overview showing the selected XBoard including the price. They can then click on "Jetzt kaufen" to proceed to the next screen. This does not yet constitute the submission of an offer in accordance with Section A. II. No. 2 of the GTC. In the following screen, the Consumer can enter his delivery and billing address and then select the desired payment method and enter the payment details requested there. By clicking the button "Zahlungspflichtig bestellen", the Consumer then submits the binding offer in accordance with Section A. II. No. 2 of the GTC. Mubea is then free to accept this contractual offer in accordance with Section A. No. II. No. 2.

2. Verification options for the data entered by the Customer

Before the Customer submits a binding contract offer, he is given the opportunity to check the data he has entered either on the transmitted non-binding offer or - in the case of a Consumer - before submitting the binding order.

3. Storage of contract documents and accessibility for the Customer

The contract documents shall be stored by Mubea and sent to the Customer together with the non-binding offer or by e-mail.

4. Contract language

The contract is concluded in German.

You can find Mubea's data protection information here:

<https://www.mubea-umobility.com/en/legal/privacy-policy>

Information of the processing of personal data to business partners

We hereby inform you about the processing of your personal data as our business partner and the rights to which you are entitled under data protection law.

The person responsible for data processing is

Muhr and Bender KG
Mubea Square 1
57439 Attendorn

You can reach our data protection officer at

VIA Consult GmbH & Co KG
Martin Street 25
57462 Olpe
Phone +49 2761 83668-0
datenschutz@via-consult.de

We process personal data that we have permissibly received from our business partners, from other companies in the Group or from other third parties for the purpose of initiating a contract or within the scope of our business relationship, or that we have obtained from publicly accessible sources and are permitted to process. This includes, for example, contact data such as name, e-mail address, telephone or address.

We process your personal data in accordance with the provisions of the European Data Protection Regulation (DS-GVO), as well as the Federal Data Protection Act (BDSG) for the following purposes:

- a. For the fulfillment of contractual obligations (Art. 6 para. 1 lit. b DS-GVO)
- b. Within the framework of the balancing of interests (Art. 6 para. 1 lit. f DS-GVO)
- c. Based on your consent (Art. 6 para. 1 lit. a DS-GVO)
- d. Due to legal obligations (Art. 6 para. 1 lit. c DS-GVO)

Within our company, access to your personal data is granted to those departments that need it to fulfill our contractual and legal obligations. Affiliated companies, service providers, order processors and vicarious agents as well as other third parties used by us in particular for the provision of services may also receive data for the aforementioned purposes.

A transfer of data to entities in countries outside the EU or the EEA (so-called third countries) takes place insofar as it is necessary for the execution of contractual services (e.g. delivery orders), it is required by law (e.g. reporting obligations under tax law), you have given us your consent or within the scope of commissioned processing. However, the transfer will only take place insofar as the third country has been confirmed by the EU Commission to have an adequate level of data protection, other appropriate data protection safeguards (such as standard contractual clauses) are in place, or an exception within the meaning of Art. 49 DS-GVO applies. Copies of the appropriate or adequate safeguards can be obtained from the relevant department.

Your data will only be stored by us as long as it is necessary for the provision of the service to you. Subsequently, this data will be deleted if there are no other legal obligations for the further storage of the data, in particular with regard to commercial and tax retention periods (up to 10 years), the data is necessary for the assertion, exercise or defense of legal claims within the scope of the applicable statute of limitations (up to 30 years) or if there is a legitimate interest of the responsible party.

Within the scope of our business relationship, you only have to provide those personal data that are required for the establishment, execution and termination of a business relationship or that we are legally obliged to collect (in particular, identification obligations under money laundering law or sanctions list checks). Without this data, we may have to refuse to conclude a contract or execute a contract, or we may no longer be able to execute an existing contract and may have to terminate it.

We do not use purely automated processing to bring about decisions.

Data subject rights

You have the right to information (Art. 15 DS-GVO), the right to rectification (Art. 16 DS-GVO), the right to erasure (Art. 17 DS-GVO), the right to restriction of processing (Art. 18 DS-GVO), the right to object to processing (Art. 21 DS-GVO) and the right to data portability (Art. 20 DS-GVO). With regard to the right to information and the right to erasure, the restrictions according to §§ 34, 35 BDSG apply. To assert your rights, please contact the data protection officer named above. Insofar as the processing of personal data is based on your consent, you have the right to revoke your consent at any time without affecting the lawfulness of the processing carried out on the basis of the consent up to the revocation. The respective objection can be addressed form-free to the data protection officer designated above. You also have the possibility to address a complaint to the above-mentioned data protection officer or to a data protection supervisory authority.