

General Terms and Conditions of Business (GTC) of Rosenberger Telematics GmbH

Valid from May 2018

1. Scope of Application and Definitions of Terms

1.1. These GTC shall apply to all quotations, legal transactions, and other products and services of Rosenberger Telematics. Agreements that deviate from these GTC must be confirmed in writing by Rosenberger Telematics in order to be valid. In the event of contradictions between the contractual bases, the order of precedence shall be as follows: any special agreements that may have been made provided that these have been confirmed in writing by Rosenberger Telematics; the GTC of Rosenberger Telematics; dispositive legal standards. Any (general) terms and conditions of business of the Customer are hereby rejected; additionally, Rosenberger Telematics shall not be subject to them if Rosenberger Telematics does not reject them again upon conclusion of a contract. Within the scope of ongoing business relationships, the GTC of Rosenberger Telematics shall also apply to future products and services unless expressly agreed otherwise. These GTC is only valid for B2B area.

1.2. For the purposes of these GTC, the following definitions apply: A "Customer" shall be any party to a contract and/or negotiation regardless of whether a contract has already been concluded; a "Product" shall be any (tangible and/or intangible) system solutions, any (tangible and/or intangible) delivery, and/or any other (tangible and/or intangible) product or service of any kind from Rosenberger Telematics GmbH; "Services" of Rosenberger Telematics shall be work carried out by Rosenberger Telematics or its commissioned third parties (network providers) as necessary for the correct performance of Products, in particular for data transmission; an "Order" shall be the binding request by the Customer for the provision of a Product by Rosenberger Telematics; and a "Commission" shall be the legal transaction concluded between Rosenberger Telematics and the Customer.

1.3. Should any provisions of these GTC be/become ineffective in whole or in part, the legal effectiveness of the other provisions in these GTC shall remain unaffected by this. A provision that is effective and comes as close as possible to the ineffective provision in terms of content and purpose shall be agreed in the place of the ineffective provision.

2. Order, Conclusion of the Commission

2.1. All quotations, cost estimates, and performance specifications in brochures or advertisements, or on the Rosenberger Telematics website, shall be non-binding and without obligation and shall simply be considered a request to issue an Order; no liability shall be assumed for the correctness of cost estimates. Agreements, Orders, quotations, Commissions, amendments to Commissions, and so on made by fax, telephone, e-mail, in person, and so on shall only be binding if they have been expressly confirmed by Rosenberger Telematics in writing or if Rosenberger Telematics begins the provision of the Product. Silence on the part of Rosenberger Telematics with regard to the aforementioned shall not be interpreted as agreement. Rosenberger Telematics shall be entitled to refuse acceptance of the Order after having checked the solvency of the Customer, for example.

2.2. Rosenberger Telematics shall immediately inform the Customer if costs increase by over 15% compared to the cost estimate after conclusion of the contract. This shall not apply in the event of inevitable (e.g., statutory) cost increases or cost increases resulting from an amendment to a Commission or an additional Commission. Unless otherwise agreed, amendments to Commissions and additional Commissions may be invoiced at appropriate prices. This shall also apply to any work that is required for but not covered by the Commission; in particular, any work necessary to meet the conditions required for provision of the Product.

3. Licensing Rights and Rights of Use; Intellectual Property

3.1. All copyrights and other intellectual property rights (to plans, drawings, brochures, catalogs, samples, programs, software, documentation, other technical documents, and so on), especially the associated exploitation rights, shall belong exclusively to Rosenberger Telematics or third-party licensors. Once the Customer has paid the agreed remuneration, it shall only be granted the right to use the Service or quoted Product exclusively for its own purposes, for the use specified in the quotation or performance specifications for the amount of time agreed in the contract, and in accordance with other restrictions agreed in the contract.

4. Provision of the Products and Services by Rosenberger Telematics; Test Operation

4.1. Rosenberger Telematics shall be entitled to employ subcontractors at its own discretion. Rosenberger Telematics shall employ commissioned third parties (network providers) for work, data transfers, and so on required for the correct performance of the Products. Services of Rosenberger Telematics shall therefore be rendered on the basis of and in accordance with agreements between Rosenberger Telematics and its commissioned third parties (network providers).

4.2. A prerequisite for the provision of Products and Services by Rosenberger Telematics shall be the prior clarification of all commercial and technical conditions; the performance period shall not begin before this. Rosenberger Telematics must only begin the provision of Products when the Customer has performed all preliminary work that may be necessary for Rosenberger Telematics to perform and complete its work without hindrance; the Customer must in particular provide the infrastructure necessary for the Product at its own cost. Downtime that is caused by the Customer or is the result of incomplete/incorrect (preliminary) work must be compensated for by the Customer in accordance with Rosenberger Telematics' standard hourly rates that apply in each case. The Customer must support Rosenberger Telematics in the creation of the final planning documents and fulfill its specification obligations within a reasonable period of no longer than fourteen days. Rosenberger Telematics shall be under no specific test or inspection obligations where the property and/or (preliminary) work of the Customer is concerned. If the Customer fails to fulfill its obligation to make it possible for Rosenberger Telematics to perform the agreed work without hindrance, or only fulfills it in part, despite Rosenberger Telematics being ready to perform said work, Rosenberger Telematics shall have the right to partially or fully rescind from the contract subject to a grace period of at least three weeks. In such cases, however, Rosenberger Telematics shall also have the option to declare that it is ready to perform the work and demand that the Customer immediately pay the total sum of the Commission. Regardless of the payment obligation on the part of the Customer, Rosenberger Telematics must then only begin the provision of its own Product once the Customer has completely fulfilled its preliminary work obligations. In all of these cases, the deadline for completion shall move as appropriate to accommodate the existing performance capabilities/capacity of Rosenberger Telematics. All costs associated

with a delay caused by the Customer (in particular, downtime/maintenance time for vehicles, building equipment, workers, and so on) shall be borne by the Customer.

4.3. In the event of a delay, the Customer shall undertake to grant Rosenberger Telematics a reasonable grace period of at least four weeks. The Customer may only rescind from the contract after this period has elapsed and if Rosenberger Telematics has not started the work within the grace period or will not finish said work within a reasonable period due to reasons for which it is responsible. The granting of the grace period and the notice of rescission from the contract must be made in writing. All other claims resulting from delay – in particular, claims for damage compensation – shall be excluded unless they are based on willful intent or gross negligence.

4.4. Any unforeseen circumstances and/or circumstances for which Rosenberger Telematics is not responsible, and any force majeure events affecting Rosenberger Telematics or its suppliers, which impede, delay, or make impossible the provision of the Product and/or adherence to the completion deadline (e.g., acts of governmental authority, war, lockouts or strikes, disruptions to operations or transport activities, refusals to deal by suppliers, shortages of raw materials, and so on), shall entitle Rosenberger Telematics, at its discretion, to rescind from the contract in whole or in part or to defer the deadline for the Product appropriately by at least the duration of the hindrance. Claims for compensation of whatever kind may not be derived from such circumstances and asserted against Rosenberger Telematics.

4.5. Products and Services provided to the Customer by Rosenberger Telematics without charge for a specified test period for trial/test purposes on the basis of a separate agreement shall be dependent on the receipt of a deposit. Rosenberger Telematics shall not be liable for any associated necessary alterations, modifications, or adaptations to the property of the Customer, nor shall Rosenberger Telematics be obligated to restore the property of the Customer to its original state upon completion of the trial/test phase for whatever reason. The Customer shall be liable to Rosenberger Telematics for the proper and correct use of the Products/Services provided by Rosenberger Telematics and for all damages. The Customer shall also undertake to hold Rosenberger Telematics completely harmless and indemnify it against such damages. Installation/removal work and maintenance/servicing work for the Products and Services provided by Rosenberger Telematics for trial/test purposes shall be charged at the applicable standard hourly rates in each case. After completion of the trial/test phase – for whatever reason – the Customer shall undertake to immediately make it possible for Rosenberger Telematics to remove its Products or Services.

5. Prices, Billing and Payment, Retention of Title; Termination

5.1. Prices shall be in euros, net, and excluding sales tax. Invoices must be paid in full and free of charges ten days after receipt unless a different date of payment is quoted on the invoices. The Customer shall be invoiced travel, daily, and overnight expenses separately at the Rosenberger Telematics standard hourly rates that apply in each case. The Customer shall be deemed to be in arrears upon expiration of the term of payment specified on the invoice. For the case of default, company interest rates are valid to the legal extent.. Rosenberger Telematics reserves the right to provide evidence for and assert a higher interest penalty on arrears. The Customer shall undertake to bear all costs and expenses associated with the collection of the claim, such as collection fees or other costs necessary for appropriate legal proceedings in particular.

5.2. Rosenberger Telematics shall collect the ongoing costs for its Services monthly

by direct debit.

5.3. Payment instructions, drafts, and checks shall only be accepted by special agreement and only ever on a cash basis; any associated charges shall be borne by the Customer.

5.4. If, after conclusion of the contract, Rosenberger Telematics becomes aware of circumstances concerning the Customer that bring about reasonable doubt as to whether the Customer will be able or willing to pay and if the Customer does not comply with the request for advance payment or corresponding security (at the discretion of Rosenberger Telematics), Rosenberger Telematics shall be entitled, at its own discretion, to withhold all Products or to rescind from the contract in whole or in part without incurring any kind of consequential costs, and to make a claim for compensation due to nonfulfillment. Delivery deadlines and periods shall no longer be binding upon it becoming known that the Customer has a poor financial situation.

5.5. Subject to Clause 6.9., the Customer shall not be entitled to exercise rights of retention or other rights to withhold performance or to assert counterclaims unless this concerns claims that have been recognized by Rosenberger Telematics expressly in writing or established by a legally binding court judgment.

5.6. Even if the Customer has already paid for individual parts, all Products from Rosenberger Telematics shall remain the sole property of Rosenberger Telematics (property under retention of title, Products under retention of title) until all claims due to Rosenberger Telematics against the Customer resulting from the Commission, especially payments, have been fulfilled. Rosenberger Telematics Products under retention of title may not be pledged or assigned as security. If the Customer falls into arrears with its payment obligations, whether in whole or in part, is overindebted or has ceased payment, or if an application for compulsory enforcement, a composition application, or a petition for bankruptcy is pending in respect of the Customer's assets, Rosenberger Telematics shall be entitled but not obligated to take all Products under retention of title (system solutions) and immediately exercise any other rights arising from the retention of title; the same shall apply in the cases specified in Clause 5.4.

5.7. The Customer shall be obligated to handle all Products of Rosenberger Telematics with care during the existence of the retention of title and to routinely carry out any necessary maintenance and inspection work at its own cost.

5.8. Either the Customer or Rosenberger Telematics may terminate the contractual relationship with regard to the rendering of the Services without specifying reasons at the end of the month, subject to a notice period of four weeks. This must be carried out in writing. The right of Rosenberger Telematics to terminate the contractual relationship for good cause without notice shall not be affected by this. Persistent violation of the provisions of these GTC or cases in which the Customer is considered to be in arrears of payment shall, in particular, be deemed good cause. In the event that the contractual relationship is terminated, for whatever reason, Rosenberger Telematics shall not be liable for the continued usability and operation of its Products. In particular, Rosenberger Telematics shall not be obligated to maintain and/or transfer the Services and agreements with third parties commissioned by Rosenberger Telematics (network providers, etc.) that are required for the operation of Rosenberger Telematics Products.

6. Liability (Warranty, Compensation for Damages)

6.1. Unless (especially in these GTC) express written agreements are made to the contrary, the statutory warranty provisions shall apply.

6.2. Guaranteed features as defined in Section 922 (1) of the Austrian Civil Code (ABGB) shall only be those that are expressly indicated or promised by Rosenberger Telematics. System solutions/system recommendations of Rosenberger Telematics, as well as system descriptions and samples from Rosenberger Telematics (or a third-party manufacturer), shall not be considered to be expressly guaranteed features.

6.3. The Customer shall acknowledge that, due to the current state of technology, it is not possible to design software and technical data processing/transmission equipment in a way that allows it to operate entirely without errors. For this reason, Rosenberger Telematics shall only be liable for the availability and freedom from errors of the Products or the agreed Services – in particular, for correctness and completeness or for other properties of transmitted data or data provided by Rosenberger Telematics either voluntarily or based on the contractual relationship by whatever means – within the scope of a general liability toward Rosenberger Telematics on the part of the network providers commissioned by Rosenberger Telematics. The conditions agreed between Rosenberger Telematics and its commissioned network providers shall be expressly acknowledged by the Customer.

6.4. The warranty period for the Products provided by Rosenberger Telematics shall be one year. This shall not apply to rechargeable batteries and battery systems; these shall be subject to a warranty period of six months. The warranty period shall begin with the actual delivery or – in the event of default in acceptance on the part of the Customer – with the declaration of readiness to deliver by Rosenberger Telematics; the same shall apply accordingly in the event of partial acceptance/delivery. The remedying of defects or attempts at improvement shall not extend the warranty period.

6.5. The Customer must immediately – within three days of discovery at the latest – issue notification in writing of defects and provide evidence of them within the warranty period, providing information on the type and extent of the defect (notification of defects). For this purpose, the Customer must provide all data and documentation that it has in relation the matter. If a notification of defects is not submitted or is not submitted within the period specified, the Product shall be deemed to be compliant with the contract; in this case, the Customer shall lose the right to assert all claims, especially those resulting from the title of the warranty and damage compensation.

6.6. The Customer must prove that the defect was present at the time of delivery. Application of Sections 924 and 933b of the Austrian Civil Code shall be excluded.

6.7. Rosenberger Telematics shall only consider notifications of defects if the Product is still in the state that it was in upon delivery. Absolutely no liability shall be assumed for damages that are the result of incorrect handling, assembly, or natural wear. Claims for hidden defects may only be asserted within a reasonable time frame specified on the basis of the type of Product in particular; Rosenberger Telematics must be informed of such defects immediately in writing after discovery and said notification must reach Rosenberger Telematics within seven working days. In the event of written rejection of the notification of defects by Rosenberger Telematics, claims must be brought to court within six months to avoid the loss of any warranty claims.

6.8. In the event of a timely and justified notification of defects, Rosenberger Telematics shall be free to fulfill the warranty claim by replacing or improving the defective item. Subject to mandatory statutory provisions, Rosenberger Telematics reserves the right to fulfill the warranty claim by means of improvement, replacement, or price reduction at its own discretion. The Customer must grant Rosenberger Telematics a reasonable opportunity and amount of time to carry out the improvement or replacement work. If the Customer refuses this or unreasonably shortens the amount of time, Rosenberger Telematics shall be released from the requirement to fulfill the warranty obligations or to remedy defects. Rosenberger Telematics shall deliver the hardware components for the replacement to the original installation/assembly site and shall assume no costs for removal/installation or for recommissioning.

6.9. Notification of complaints that concern the quality of the work to be performed as defined in the quotation or before the Commission was issued must be provided by the Customer before conclusion of the contract to avoid losing all claims.

6.10. In the event of justified warranty claims, the Customer shall only be entitled to withhold the amount required for improvement, not the entire invoice amount.

6.11. Subject to other provisions of these GTC, Rosenberger Telematics shall only be liable for damages or consequential damages (installation damages) arising during performance of the contract or any test operation in the event of its own gross negligence or gross negligence of agents acting on its behalf.

6.12. The Customer has been informed and acknowledges that vehicle design modifications carried out in relation to Rosenberger Telematics Products may void the manufacturer's warranty. Rosenberger Telematics shall assume no liability whatsoever for any necessary conversions, modifications, or adaptations to property of the Customer.

6.13. Compensation by Rosenberger Telematics for consequential damages or financial losses shall be excluded, as well as in cases of unachieved savings, interest losses, and damages resulting from third-party claims against the Customer. In any event of Rosenberger Telematics liability (including in accordance with the remaining provisions of these GTC), the Customer must prove the culpability of Rosenberger Telematics that gives rise to the liability. Claims for damage compensation shall lapse after six months of knowledge of the damage and the liable party being obtained, but after three years of provision of the Product by Rosenberger Telematics. Any other claims for compensation by the Customer, of whatever kind, shall – except in cases of gross negligence on the part of Rosenberger Telematics – be excluded.

7. Applicable Law, Place of Performance, and Legal Venue

7.1. The substantive law of Austria shall apply exclusively to all Commissions, especially those subject to these GTC, to the exclusion of its principles of conflict of laws insofar as they refer to foreign law. If, when dealing with foreign countries, Austrian law provides for the application of special, international substantive laws that also apply in Austria, such as the adopted United Nations Convention on Contracts for the International Sale of Goods, these shall not apply.

7.2. The place of performance shall be the registered office of Rosenberger Telematics at A-4850 Timelkam.

7.3. The legal venue for all disputes arising from or in relation to the Commission – including during the draft and check process – is agreed to be the relevant, competent court for the registered office of Rosenberger Telematics. However, Rosenberger Telematics reserves the right to bring action at any other legal venue; in particular, at the registered office of the Customer.

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