

Terms and Conditions of ASPION GmbH

§ 1 Scope

1.1 These terms and conditions – the “Terms” – of ASPION GmbH in Karlsruhe (hereinafter “ASPION” or “we”) only apply to the extent that the customer is a legal entity under public law, an investment fund constituted under public law, or a trader [“*Unternehmer*”] as defined in German Civil Code [BGB] § 14.

They apply to all of our current and future offers of products, services and/or online services, including any consultations and other contractual services (hereinafter referred to as “Services”). The Terms apply even if they are not explicitly referenced. Our Terms apply exclusively. We are not bound by the customer’s terms even if we do not explicitly object to them again upon receipt. They do not become part of the contract even if the order is accepted or filled without reservation.

1.2 Individual agreements made with the customer in individual cases (including side agreements, additions and amendments) shall in any case take precedence over these Terms. Unless proven otherwise, the substance of such agreements is determined by a written contract and/or our written confirmation.

§ 2 Formation of Contract

2.1 Our offers are subject to change and non-binding unless stated otherwise. We can accept the customer’s purchase orders within 5 (five) business days. If a contract is entered into in writing or by e-mail, the contract shall be deemed to have been formed when we confirm the order in writing or, in individual cases, when we send an invoice as agreed upon or when we make delivery.

2.2 Contracts for online services are concluded by clicking on the expressly marked order or contract renewal button, which also implies acceptance of these Terms by the customer.

2.3 The scope and subject matter of the Service is exclusively governed by the order confirmation (where applicable) or, if the order is filled immediately, the delivery note. If the order confirmation or delivery note contains changes to the customer’s purchase order, the customer is deemed to have consented to such changes if the customer accepts the Service without reservation and does not object in writing immediately.

We extend no contractual guarantees [“*Garantie*”] except those we explicitly identify as such in writing.

2.4 Our services are provided without specific knowledge of the customer’s circumstances or requirements. We will only assume liability for a particular intended use or fitness for a specific technical purpose if specifically and expressly agreed upon in writing.

§ 3 Prices and Terms of Payment

3.1 Our list prices apply, as amended from time to time. Absent an agreement to the contrary, prices are net ex works, exclusive of additional services such as shipping (where “shipping” includes any transportation insurance and customs duties), training or other

expenses. In addition, the customer shall be liable for VAT at the statutory rate in force on the date of Service.

3.2 If the agreed-upon Service deadline is more than four months after the contract is concluded, we reserve the right to reasonably adjust our prices with one month’s prior notice if costs increase or decrease after the contract is concluded for reasons including, but not limited to, the conclusion of collective bargaining agreements, changes in production costs, or changes in market prices for comparable products. We will provide evidence of the factors that led to the increase at the customer’s request. If the price increases by more than 20%, the customer will have a special right of termination for pending deliveries that will only be effective if exercised within 30 (thirty) days of being notified of the price increase.

3.3 Price agreements only apply to the individual order. The price will be renegotiated for each subsequent order.

3.4 Absent an agreement to the contrary, invoices are due within 10 (ten) days without any deductions. A payment must be credited to our account by the deadline to be timely.

We may demand advance payment in individual cases and/or exercise a right of retention with regard to further Services in the event of a default in payment or reasonable doubt as to the customer’s ability to pay. In addition, we may – after setting a deadline where applicable – rescind the contract (German Civil Code [BGB] § 321).

3.5 If the customer is in default of payment, all possible discounts and other benefits will become null and void and default interest will become due in accordance with German Civil Code [BGB] § 288. This is without prejudice to the ability to charge merchants interest starting on the due date (German Commercial Code [HGB] § 353).

3.6 The Customer does not have a right of retention or set-off except where the claim against us is (i) based on the same contractual relationship (German Civil Code [BGB] § 320) or (ii) undisputed, acknowledged by us or upheld by final and absolute judgment.

3.7 If a customer located outside the Federal Republic of Germany (foreign territory buyer) or its authorized agent collects Services from us and transports or ships them to the foreign territory, the customer shall provide us with the proof required for tax purposes (evidence of export). If this proof is not provided, the customer shall have to pay the value-added tax required in the Federal Republic of Germany on the invoice amount for the delivery.

§ 4 Service Provision by ASPION

4.1 We shall ensure the availability of the technical infrastructure to the agreed-upon extent.

Any non-availability due to internet disruptions (including the mobile network) that are beyond our control will not be included in non-availability times. We shall endeavor to carry out maintenance work and other necessary technical modifications without restricting availability where possible. If such work results in a foreseeable relevant interruption of availability, we shall give

the customer reasonable advance notice thereof and keep the interruption as short as necessary.

4.2 Information or illustrations in catalogs, websites or other advertising materials are approximations only (e.g. weights, dimensions, values in use, allowable loads, tolerances or technical data) unless exact conformity is necessary for the Service to be used for the agreed-upon contractual purpose. We are not liable for public statements made by third parties (e.g., advertising claims made by sales partners).

We are entitled to modify the Service to reflect technical progress in terms of construction, design, dimensions, weight or color within the customary industry tolerances, provided (i) this does not restrict the usability of the Service for the contracted purpose, (ii) no contractual guarantee exists, and (iii) the customer can be reasonably expected to accept the modification(s) in light of an objective assessment of all circumstances.

4.3 Absent an agreement to the contrary, we are not liable to provide instruction or advice. If we do provide advice or technical information outside of the agreed-upon scope of Service, the advice or information will be provided without any liability whatsoever.

4.4 Absent an agreement to the contrary, delivery of physical objects will be made EXW (Ex Works Incoterms 2020®), cross-border FCA (Free Carrier Incoterms 2020®) ex warehouse, which is also the place of performance for the Service and any subsequent performance.

Delivery will be made at the risk of the customer even if carriage paid delivery has been agreed upon in individual cases. We are allowed to provide the Service early, in parts, or in amounts that exceed or fall short of the contracted amounts as long as this is not unreasonable.

4.5 Service deadlines or other deadlines promised in written or oral form are only approximate unless we agree in writing to a fixed Service deadline. Service deadlines start running after receipt of the order confirmation and the full, complete and non-defective provision of customer-supplied materials or any approvals but not before the resolution of all technical and commercial questions and the receipt of any required advance payments.

4.6 Unless the customer's place of business is stipulated as the place of performance for the delivery, the delivery deadline is deemed to be met as long as the carrier picks up the shipment for shipping by the deadline. We assume no liability for any delays attributable to the carrier.

4.7 We will comply with Service deadlines subject to timely delivery by our own suppliers. For the purposes hereof, the Service shall be deemed to be unavailable, without limitation, if our supplier fails to supply us in time and we have entered into a transaction to procure a service identical to the Service, no fault rests with us or our supplier, or we are not obligated to conduct the procurement in the specific case.

If force majeure (cf. section 9), labor disputes or their effects or other events which we are unable to avert despite exercising reasonable care under the circumstances – regardless of whether they occurred at our premises or those of our suppliers – prevent us from fulfilling our delivery obligation, the delivery period will be extended by the duration of the delay. If such events subsequently render the delivery unduly burdensome for one of the parties, that

party will be entitled to rescind the contract without being able to claim damages as a result.

4.8 In the event of a delay in delivery, the customer will be entitled to rescind the contract if all the statutory requirements are met. Contracts with merchants are concluded subject to correct and timely delivery by our own suppliers and the availability of any necessary official approvals.

4.9 We retain title to the Service sold until the settlement of all accounts receivable (including any and all outstanding balances on running accounts) that the customer may owe us now or in the future on any legal grounds whatsoever.

The customer shall keep the Service that is subject to retention of title in good working order. The customer shall insure the Service at its own expense, with us listed as the beneficiary, against theft, breakage, fire, water and other perils to the extent that the customer can be reasonably expected to do so. Proof of insurance must be presented on request.

The customer may process or resell the Service in the ordinary course of business; however, the customer hereby assigns to us in advance all claims totaling the final invoice amount (including VAT) of our receivable against its own customers or third parties that accrue to the customer from reselling the Service regardless of whether the Service was processed prior to being resold.

§ 5 Customer's Duties and Obligations

5.1 When using our services, the customer shall provide complete and accurate information when ordering / logging in / registering. We will check the data for plausibility and may reject the customer's application / registration without giving reasons.

The customer shall keep its data held with us up to date at all times if it changes.

5.2 If the delivery / scope of services includes the use of online services that require registration data, the customer shall ensure that people can only use our services if they are duly registered with us. The customer shall treat access data, including, without limitation, passwords, as strictly confidential and shall ensure that its employees or any persons acting on its behalf do the same. The customer shall indemnify us from any claims resulting from unauthorized third parties in the customer's area of responsibility negligently receiving access to the Services.

If the customer wishes to grant third parties access to certain data on a case-by-case basis as agreed upon, the customer shall duly bind these third parties to comply with the contractual provisions. If the third parties breach the provisions of this agreement (Terms), we may also hold the customer liable for such breaches. If any such third party in turn enables other third parties to access the data, the customer may also be held liable for any breaches by such third parties and for breaches by all other third parties who gain access to the customer's data as part of a chain of enabling access.

5.3 When using our Services, the customer shall ensure that no statutory provisions (including, for example, any embargoes to which we are subject) are violated in connection with the use of the Services. In particular, the customer shall comply with any national rules and regulations regarding the use of tracking solutions.

If this obligation is violated, we will have a special right of termination without prejudice to claims for damages.

5.4 The foregoing also applies if the customer seriously violates standards of common decency in connection with our Services and we can therefore, in this exceptional case, no longer reasonably be expected to continue our relationship / provision of Services.

5.5 Our Services are exclusively intended for monitoring / locating and tracking goods / merchandise. Our Services must not be used by the customer solely for the purpose of locating people.

Wherever it is possible to indirectly locate people (e.g. locating drivers by locating the goods they are transporting), the customer shall conclusively and legally ensure that the data subjects have given their effective consent wherever required under the laws and regulations of the applicable country. The customer shall also ensure the involvement of third parties (such as works councils) wherever required in individual cases.

In particular, the customer shall provide the data subject with all necessary and relevant information about the location process. If this requires additional cooperation from us in individual cases, the customer shall request this cooperation from us. We shall cooperate to a reasonable extent.

5.6 If an agreement is made, in an individual case, to interface our online application(s) with the customer's systems, the customer shall provide the necessary information (e.g. system environment, interface description, etc.) and the necessary cooperation. Absent an agreement to the contrary, we shall provide Services / data via an interface; the further use and processing of the data remains the sole responsibility of the customer.

5.7 The customer is aware that we do not permanently store recorded or transmitted measurement and / or location data. The customer is responsible for any long-term backup of such data.

5.8 We cannot guarantee that it is legally permissible to use the Services in all countries. The Customer is responsible for checking whether use is permitted in the Customer's intended country prior to use (this also goes for transiting through a country).

Absent an explicit agreement to the contrary, we extend no warranty of compliance with special import or export regulations (e.g. dual use) and/or the possession of required licenses for the place of use if the customer supplies the Service to a third country. Denial of a license does not authorize the customer to rescind the contract or claim damages.

§ 6 Defects

6.1 If the customer is a merchant for the purposes of the German Commercial Code [HGB], it must carefully inspect the received Service as soon as reasonably possible after receipt. We must be notified of any defects in writing without unreasonable delay ("notice of defects"). Damages sustained in transit or during shipping must be documented vis-à-vis the carrier. German Commercial Code [HGB] § 377 applies in all other regards.

Any negotiation on our part about notices of defects does not constitute a waiver of the defense that the notices were late, unsubstantiated or otherwise insufficient. Damage reduction measures do not constitute an acknowledgment of defects.

6.2 If the Service is defective, we shall discharge our obligation to remedy the defect by, at our option, repairing the defective Service or replacing it with a non-defective Service. We may refuse a type of remedy or the entire remedy if it is impracticable for us.

The customer must give us the requisite time, opportunity and access to remedy the defect; otherwise, we will be exempt from all liability for the resultant consequences.

If we decide to provide a replacement, we may stipulate that it can only be provided concurrently with the return of the defective Service or with the destruction of the defective Service by the customer with appropriate proof of destruction. Replaced parts become our property.

We may make the owed remedy contingent on the customer paying the purchase price when due. However, the customer may retain a reasonable portion of the purchase price relative to the defect.

6.3 The customer may rescind the purchase contract or reduce the purchase price if the remedy fails or if a reasonable deadline set by the customer for the remedy has expired without the defect being remedied or if the law states that no such deadline is needed. However, there is no right of rescission in the case of an insignificant defect.

We extend no warranty for inappropriate or improper use and/or repairs, improper placement into service by the customer or third parties, failure to follow processing guidelines or operation or installation manuals, natural wear and tear, improper or negligent handling or storage, or improper preventive maintenance and care, unless we are at fault.

6.4 The special statutory provisions that apply to the final delivery of the unprocessed Service to one of the customer's buyers remain unaffected in all cases, even if the buyer has processed the Service further (recourse claims against the supplier).

6.5 The customer must not bring any claims that go beyond these Terms or are not governed by these Terms due to a defect.

§ 7 Liability

7.1 Unless otherwise specified in these Terms, including the provisions set out below, we have the liability set out by law for breaches of our contractual and non-contractual duties.

7.2 We are liable to pay damages for willful misconduct and gross negligence on any legal grounds whatsoever wherever fault-based liability applies. Absent any laws stipulating a milder liability standard (e.g. exercising the same standard of care as in one's own affairs), our liability for slight negligence is limited to

- a) damages resulting from injury to life, limb or health;
- b) damages resulting from the significant breach of a material contractual obligation (obligation whose satisfaction is essential to the proper performance of the contract and upon whose satisfaction the Party may and does regularly rely); in this case, however, our liability is limited to the payment of foreseeable, typical damages.

In the event of negligently caused property damage and financial loss, we and our agents and servants [Erfüllungsgehilfen] will be liable only in the event of a breach of a material contractual obligation and for no more than the damage that is typical for the

contract and foreseeable at the time the contract is formed; material contractual obligations are those obligations on whose satisfaction the contract is predicated and on which the customer may rely.

7.3 The liability limitations set out above also apply to breaches of duty by or for the benefit of any involved suppliers, licensors, directors, officers, employees and other individuals for whom we are vicariously liable by law. The liability limitations do not apply wherever we have concealed a defect with the intent to deceive or have extended a contractual guarantee regarding certain characteristics of the Service or for claims under the German Product Liability Act [ProdHaftG]. We assume no liability whatsoever in any other case. We have the right to raise the defense of contributory fault or contributory causation.

7.4 The statutory provisions determine when we are in default in delivery. The customer must issue a reminder in any event. In the event of a culpable delay in delivery due to slight negligence, our liability for liquidated damages is limited to a flat 0.5% of the amount invoiced for the delayed Service for each completed week of delay, but no more than 5% in total. We may furnish proof that the damages are smaller. The liquidated damages will be applied to further claims for damages.

§ 8 Limitation of Liability

Where liability is limited to the foreseeable losses which are typical for the contract, liability is limited to EUR 250,000.00 for property damage and EUR 500,000.00 for other types of damage per loss occurrence; the total liability for all such damages within a given calendar year is capped at twice these amounts. This limitation does not, however, apply to the extent that losses are covered by general liability insurance.

§ 9 Force Majeure

Force majeure events, government actions, and other circumstances for which we are not at fault – for example, civil unrest, pandemics, embargoes or travel warnings issued by the German Federal Foreign Office as well as strikes, operational upsets, inability to procure permits, difficulties in procuring materials that are not our fault – that render our performance or that of our suppliers impracticable or impossible other than temporarily, exempt us from our obligation to perform for the duration of their effects. We are not liable for impossibility or delays due to such events.

The customer may ask us to declare within 2 weeks whether we wish to rescind the contract or perform within a fair and reasonable period. We may rescind part or all of the contract if we cannot be reasonably expected to perform for the above reasons; this does not entitle the customer to damages. In this case, the customer is exempted from its obligation to render counter-performance.

§ 10 Period of Limitation

10.1 Absent an agreement to the contrary, the general limitation period for claims arising from material defects and defects of title expires one year from delivery. The limitation period begins to run upon acceptance if the contracting parties have agreed to acceptance.

This is without prejudice to other special legal provisions on the limitation period (including, without limitation, German Civil Code [BGB] § 438(1)(1), (1)(2), (3), §§ 444, 479).

10.2 The above limitation periods also apply to the customer's contractual and non-contractual claims for damages based on a defect in the performance unless the application of the regular statutory limitation period (German Civil Code [BGB] § 195 and § 199) would lead to a shorter limitation period in individual cases. Any claims for damages brought by the customer under the German Product Liability Act [ProdHaftG] will be subject to the statutory limitation periods.

§ 11 Termination of the Provision of Services

We shall provide the Services (i.e. the provision or transmission of the location and measurement data of the supplied devices) within the time period specified or stipulated in the Service description. No separate notice of termination is required.

We are nonetheless entitled (wherever reasonable, but only after a prior written warning) to terminate the provision of Services for cause without notice or with a reasonable period of notice in the event of a serious breach of duty by the customer.

§ 12 Property Rights, Non-Disclosure, Data Protection

12.1 The customer will keep all the contents of the contract strictly confidential, including, but not limited to, prices, discounts, know-how and other trade secrets (including data), and will refrain from disclosing or otherwise making available to third parties any information, documentation, drawings or other documents without our explicit written approval. This obligation begins from the initial receipt of the documents or knowledge and ends 36 months after the end of the business relationship.

This does not, however, apply to any such contents that are in the public domain without any violation of the non-disclosure obligation. The customer shall impose the same non-disclosure obligation on its employees and associate companies and on third parties to whom the contents have to be disclosed. This must be proven to us on request.

12.2 Both parties shall comply with the relevant applicable data protection laws and regulations. This is without prejudice to any separate non-disclosure agreements.

12.3 The customer consents to us evaluating and processing the location and any measurement data in an anonymized fashion, i.e. without referencing the customer at all, in order to improve our own Services.

§ 13 Final Provisions

13.1 These Terms also apply to affiliates of the customer within the meaning of German Stock Corporation Act [AktG] § 15. The customer shall impose these Terms on its affiliated companies.

13.2 Any modifications and additions hereto as well as legally significant notices and representations from the customer (e.g. deadline setting, notice of defects, rescission or price reduction) that are not based on an individual agreement must be made in

written or text form (e.g. letter, email, fax). This is without prejudice to statutory form requirements.

If any provisions of these Terms are or become invalid, the validity of the remaining provisions will be unaffected thereby.

13.3 The customer may not assign to third parties any rights granted in this contract without our consent. German Commercial Code [HGB] § 354 a remains unaffected thereby.

13.4 The German wording controls in cases of doubt if the contract or these Terms are drawn up in more than one language.

13.5 Absent an agreement to the contrary and irrespective of the agreed upon Incoterm, our domicile is the place of performance for all obligations assumed under this agreement, including those regarding warranty claims.

13.6 If the customer is a merchant, a legal entity under public law or an investment fund constituted under public law, our domicile is the exclusive place of domestic and international jurisdiction for all disputes arising directly or indirectly under the contractual relationship.

However, we are in all events entitled to bring suit at the place of performance of the delivery obligation pursuant to these Terms or an overriding single agreement or at the customer's place of general jurisdiction. The foregoing does not affect overriding provisions of law, including, without limitation, those regarding exclusive jurisdictions.

13.7 German law applies unless national law inevitably conflicts with it. If the customer has its domicile outside Germany, the CISG ("UN Sales Convention") shall apply with the following special rules:

If a non-conforming Service is delivered, the customer will only be entitled to avoid the contract or receive a substitute delivery if claims for damages against us are barred or if it is unreasonable to expect the customer to utilize the non-conforming Service and claim the remaining damage. In these cases, we will first be entitled to remedy the defect. If the remedy fails and/or leads to an unreasonable delay, the customer may, at its option, declare the contract avoided or demand a substitute delivery. The customer will also be entitled to do so if the remedy of defects causes unreasonable inconvenience or if there is uncertainty about the reimbursement of any customer outlays.

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