

General Terms and Conditions of Business

SAVVY TELEMATIC SYSTEMS AG:

Clause 1 General

1. The legal relations between Savvy Telematic Systems AG (hereinafter called SAVVY) and its customers in connection with the goods and/or services supplied by SAVVY shall be exclusively governed by these General Terms and Conditions of Business. The Customer's general terms and conditions of business shall only apply if SAVVY has explicitly agreed to them in writing. The written declarations unanimously made by both sides shall determine the scope of the goods and services supplied.
2. Even if not mentioned when entering into similar contracts, only the General Terms and Conditions of SAVVY in the version applicable at the time of the Customer's declaration and to be found at <http://www.savvy-telematics.com/en/gtc-savvy-telematic-systems.html> shall apply unless the Contracting Parties have reached a different written agreement.
3. Despite exercising the utmost care when preparing this document printing errors, typing mistakes or transmission errors are still perfectly possible. No guarantee can therefore be given in relation to these errors.

Clause 2 Subject matter of the contract and scope of the goods and services supplied

1. The scope, type and quality of the goods and services to be supplied shall depend on the contract signed by both Parties or the order acknowledgement from SAVVY, otherwise on the offer made by SAVVY. Any other information or requirements shall only become a part of the contract if the Contracting Parties have agreed on this in writing or if SAVVY has confirmed this in writing. Any subsequent changes to the scope of the goods and services to be supplied shall require the written agreement of SAVVY or written confirmation from SAVVY.
2. Product descriptions, representations, test programs etc. are descriptions of services, but not guarantees. A guarantee shall require an explicit written declaration by SAVVY.

3. All product data, specifications, drawings etc. reflect the current status on the specified date of their creation. Details of our modules and the accessories are subject to modification at any time without notice for purposes of technical progress and product optimisation.

4. In the relationship between the Contracting Parties SAVVY shall have exclusive entitlement to the copyright, patent rights, trademark rights and all other neighbouring rights in respect of the items and documents that SAVVY provides or makes accessible to the Customer during the initiation and performance of the contract or that have been created while performing the contract. If third parties should be entitled to the rights, SAVVY shall have corresponding rights of exploitation. SAVVY will grant the Customer only a simple, non-assignable and non-exclusive right of use.

5. Arrangements with the purpose of safeguarding a future supply of spare parts for a certain period of time shall require a written agreement or explicit written confirmation from SAVVY.

Clause 3 Delivery periods; delay

1. Details concerning times of delivery and performance shall not be binding unless SAVVY explicitly designates them as such. SAVVY may make part-deliveries as long as the Customer can make meaningful use of the parts delivered.

2. The precondition for compliance with delivery periods is that all documents, necessary permits and approvals to be supplied by the Customer are received in good time, particularly plans, and that the Customer complies with the agreed terms of payment and other obligations. If these preconditions are not fulfilled in good time, the delivery periods shall be extended by a reasonable amount of time; this does not apply if SAVVY can be held responsible for the delay.

3. If failure to comply with the delivery periods is due to

- a) force majeure, such as mobilisation, war, acts of terror, riot or similar events as well as strikes and lock-outs,
- b) viruses and other attacks by third parties on Savvy's IT system in as far as these occur despite exercising the care usual for protective measures,
- c) obstacles for which SAVVY cannot be held responsible due to international, supranational or national import/export or other trade or foreign trade regulations or any other rules and regulations,
- d) failure by third parties to supply SAVVY on time or properly or
- e) the subsequent agreement of other or supplementary services that affect the agreed delivery periods,

the delivery periods shall be extended by a reasonable period of time.

4. Reminders from and deadlines set by the Customer must be in writing in order to be effective.

An extended deadline must be reasonable. A period of less than two weeks is only reasonable if the matter is particularly urgent.

5. Any claims for damages by the Customer due to late delivery are explicitly excluded. The Customer may only rescind the contract as permitted by law if X can be held responsible for the late delivery.

6. At the request of X the customers must state within a reasonable time whether they wish to rescind the contract due to the late delivery caused by X or whether they insist on delivery.

7. If the shipment or delivery of the goods is delayed by more than one month at the Customer's request after notice has been given that the goods are ready to be shipped, the Customer may be charged a storage fee of 0.5 % of the price of the goods to be delivered for each further month or part of a month, but no more than 5 % in total. The Contracting Parties reserve the right to prove that higher or lower storage costs have been incurred.

Clause 4 Passage of risk

1. The risk shall pass to the Customer as follows even in the case of delivery with freight paid:

a) In the case of delivery without installation or assembly, when the goods have been shipped or collected. On the Customer's express wishes and at the Customer's expense SAVVY will insure the goods against the usual risks of transport;

b) In the case of delivery with installation or assembly, on the date that the goods are accepted at the Customer's own works or, if agreed, after a successful trial run.

2. If shipment, delivery, the start of or the actual installation or assembly, acceptance at the Customer's own works or the trial runs are delayed for reasons that are the Customer's fault or if the Customer is in default of acceptance for any other reasons, the risk shall pass to the Customer at once.

3. The place of performance for services is the place where the service is to be provided. In addition, the place of performance for all services arising from and in connection with this contract is the place where SAVVY has its head office.

Clause 5 Installation and assembly

The following provisions apply to installation and assembly unless otherwise agreed in writing:

1. The Customer shall be responsible for carrying out the following work and for its timely completion at the Customer's own expense:

- a) all auxiliary work not specific to the industry;
 - b) the provision of sufficiently large and suitable dry and lockable rooms at the place of assembly for the storage of machine parts, apparatus, materials tools, etc. and also suitable working rooms and relaxation rooms for the assembly personnel, including sanitary facilities appropriate to the circumstances; in addition, to protect the property of SAVVY and the assembly personnel the Customer shall take the same measures at the building site that the Customer would take to protect the Customer's own property;
 - c) to provide protective clothing and safety devices that are necessary due to the special nature of the assembly site.
2. Before the start of the assembly work the Customer, without being requested to do so, must provide the necessary information concerning the location of concealed electricity cables as well as gas and water pipes or similar installations together with the necessary information concerning the statics.
 3. Before the start of installation or assembly the items to be supplied by the Customer and items needed in order to commence the work must be present at the installation or assembly site and all preliminary work before the start of construction must have progressed far enough for the installation or assembly to start as agreed and be carried out without interruption. Access roads to the site and the installation or assembly site itself must be levelled and cleared.
 4. If there is any delay in installation, assembly or commissioning due to circumstances that are beyond Savvy's control, the Customer shall bear the costs of the waiting time and of any additional journeys made by SAVVY or the assembly personnel, in as far as such costs are reasonable.
 5. Every week the Customer shall promptly issue a certificate for SAVVY showing how long the assembly personnel have worked and also the time when the installation, assembly or commissioning work ended.
 6. If SAVVY wishes the goods to be officially accepted after completion, the Customer must do this within two weeks. If the Customer allows the two-week period to elapse or if the Customer has started to use the goods - possibly after the completion of an agreed test phase, this shall be deemed equivalent to acceptance.

Clause 6 Prices, terms of payment and setoff

1. Prices shall be quoted ex works exclusive of packaging and before VAT at the applicable rate.
2. If SAVVY has assumed responsibility for installation or assembly and if nothing else is agreed, the Customer shall bear all additional expenses that may be necessary such as travelling expenses, transport costs and daily allowances in addition to the agreed remuneration.

3. The agreed remuneration shall be due for payment without deductions within 14 days immediately after the delivery of the goods or the provision of the services and after Customer has received the invoice.
4. The Customer may only set off claims that are undisputed or have been recognised through a final court judgment.
5. The Customer may only assign claims to third parties under this contract with the prior written agreement of SAVVY. The Customer shall only have a right of retention or the right to object that the contract has not been performed within this contractual relationship.
6. SAVVY has the right to assign its claims against the Customer or to have such debts collected by third parties.

Clause 7 Reservation of title

1. The items delivered (goods under reservation of title) shall remain the property of SAVVY until the settlement of all of Savvy's claims against the Customer under the business relationship. In as far it is should be necessary SAVVY is hereby explicitly authorised to have the reservation of title entered in the appropriate reservation of title register.
2. The Customer is not permitted to pledge the goods or transfer them by way of security until all claims of SAVVY have been paid in full; resale is only permitted to resellers in the ordinary course of business and only on condition that the reseller receives payment from its customer or sells the goods subject to the reservation that title shall not pass to the customer until the customer has complied with its payment obligations.
3. In event that the Customer should resell goods under reservation of title, the Customer hereby assigns to SAVVY as security its future claims against its own customer from the resale together with all ancillary rights - including any current account balance claims - without the need for any further special declarations. In the event that the goods under reservation of title are resold together with other items without an individual price having been agreed for the goods under reservation of title, the Customer assigns to SAVVY the part of claim to the total price that corresponds to the price of the goods under reservation of title invoiced by SAVVY. Furthermore, the following applies:
 - a) The Customer is permitted to process the goods under reservation of title or mix or combine them with other items. The processing shall be done on Savvy's behalf. The Customer shall store the new item thus produced on Savvy's behalf exercising the necessary care required in business dealings. The new product shall be regarded as goods under reservation of title.
 - b) SAVVY and the Customer are already in agreement that when goods under reservation of title are mixed or combined with other items not belonging to SAVVY, SAVVY shall in all cases be entitled to co-ownership of the new product; Savvy's share of the new product shall be equivalent to the value of the mixed or combined goods under

reservation of title in relation to the value of the other goods at the time of mixing or combination. The new product shall be regarded as goods under reservation of title.

c) The agreement regarding the assignment of claims in para. 3 shall also apply to the new product. However, the assignment shall only be valid up to an amount equivalent to the value of the processed, combined or mixed goods under reservation of title invoiced by SAVVY.

d) If the Customer combines the goods under reservation of title with land or movable items (chattels), the Customer shall also assign to SAVVY as security the claim to which the Customer is entitled as payment for the combination together with all ancillary rights, equivalent to the value of the combined goods under reservation of title in relation to the other combined goods at the time of combination without the need for any further special declarations.

4. Until further notice the Customer is authorised to collect assigned claims from the resale. If there is an important reason, especially late payment, cessation of payments, the opening of insolvency proceedings, the protest of a bill or a justified suspicion of indebtedness or the threat of insolvency on the Customer's part, SAVVY shall be entitled to revoke the Customer's authorisation to collect the debts. Furthermore, SAVVY, after first issuing a warning and giving reasonable notice, may disclose the assignment, realise the assigned claims and demand that the Customer discloses the assignment to the customer.

5. In the event of attachment, confiscation or any other impositions or interventions by third parties the Customer shall notify SAVVY without delay. Where there is credible evidence of a legitimate interest the Customer shall immediately provide SAVVY with the information and documents needed in order to assert its rights against the customer.

6. In the event of any breaches of obligation on the Customer's part, especially late payment, SAVVY, after the unsuccessful expiry of a reasonable time limit that the Customer has been set in order to comply with its obligations, shall also be entitled to rescind the contract and take back the goods; this shall not affect the statutory provisions concerning the dispensability of setting a time limit. The Customer shall be obliged to surrender the goods. The taking back of the goods or the enforcement of the reservation of title or the attachment of the goods under reservation of title by SAVVY shall not constitute a rescission of the contract unless SAVVY has expressly stated this to be the case.

Clause 8 Obligations of the Customer

1. The Customer shall provide SAVVY with written confirmation that all items delivered have been received. The confirmation of receipt shall be binding.

2. The Customer must arrange for all items delivered by SAVVY to be expertly examined immediately after delivery or after they have been made available and must give written notice of any defects found providing a precise description of the fault. The Customer shall thoroughly check that each module is fit for purpose in the specific situation before starting productive use.

3. The Customer may not refuse to accept deliveries on grounds of minor faults.

Clause 9 Material defects

1. An item is free of material defects if it is of the required quality on the passage of risk, especially if it is of the agreed quality. If the quality has not been agreed, an item is free of material defects if it is entirely fit for the purpose agreed by contract and at least meets the specifications in the documentation.
2. Recognisable defects must be reported in writing within 10 days of the receipt of the goods, hidden defects within ten days after they have been discovered. If the period for giving notification of defects expires without the Customer having given notice of any defect, SAVVY shall have no further liability and no further obligation to give a warranty. On no account shall the warranty period be longer than two years from the date of delivery.
3. Improper assembly and/or use of the goods and repairs by third parties shall automatically put an end to all warranty obligations on the part of SAVVY with immediate effect. SAVVY shall have no liability and no warranty claims may be made for defects and damage resulting from failure to observe the instructions for operation or maintenance.
4. Defective parts or any defective work shall be repaired/improved, replaced or repeated free of charge at the choice of SAVVY.
5. SAVVY shall be allowed a reasonable amount of time for repair/improvement, the delivery of a replacement or to repeat the work.
6. The Customer shall have no claims due to defects in the case of only a slight variation from the agreed quality, only an insignificant impairment of serviceability, natural wear and tear or damage occurring after the passage of risk as a result of defective or negligent handling, excessive strain, unsuitable equipment, defective construction work, unsuitable foundations or due to special external influences that were not envisaged on forming the contract and also in the case of non-reproducible software errors. If alterations or repair work are improperly carried out by the Customer or by third parties the Customer shall also have no claims due to defects for this work and the resulting consequences.
7. Further warranty claims such as the reimbursement of expenses for the rectification of defects at the end customer's site, liability for the claims of third parties, for whatever legal reason, and liability for indirect damage and consequential damage of any kind due to defects are hereby explicitly excluded.

Clause 10 Defects of title

1. Unless otherwise agreed, SAVVY must affect delivery free of industrial property rights and copyrights of third parties (hereinafter called intellectual property rights) only in the country of delivery. If a third party asserts justified claims against the Customer on grounds of a breach of intellectual property rights through goods delivered by SAVVY and used as agreed in the contract, SAVVY shall be liable towards the Customer during the two-year warranty period as follows:

- a) At its choice SAVVY shall either obtain a right of use at its own expense for the goods in question or modify them so they no longer infringe the intellectual property rights or replace the goods. If this is not possible for SAVVY under acceptable conditions, the Customer shall be entitled to assert its statutory rights;
- b) The obligation to pay damages shall be governed by the provisions in clause 11;
- c) SAVVY shall only have the aforesaid obligations as long as the Customer immediately notifies SAVVY in writing of the claims asserted by the third party and does not acknowledge any infringement and if all defensive measures and negotiations for a settlement are carried out by SAVVY. If the Customer stops using the goods in order to mitigate the damage or for any other important reasons, the Customer shall be obliged to notify the third party that the fact that it has stopped using the goods does not imply any acknowledgement on its part of an infringement of intellectual property rights.

2. The Customer's claims shall be excluded if the Customer can be held responsible for the infringement of the proprietary rights.

3. The Customer's claims shall furthermore be excluded if the infringement of proprietary rights is caused by special requirements of the Customer, through an application not foreseeable by SAVVY or because the Customer alters the goods supplied, uses them together with products not supplied by SAVVY or does not use them at the place of delivery.

4. If there should be any other defects of title, the provisions of clause 9 shall apply accordingly.

5. Any further claims that the Customer may have against SAVVY and its vicarious agents or any claims other than those set out in this clause 10 shall be excluded.

Clause 11 Liability

1. If and to the extent that SAVVY is liable under this Agreement the maximum damages shall be limited as follows:

- a) Liability in the case of intentional acts shall be unlimited.
- b) In the case of gross negligence SAVVY shall be liable for the typical damage that was foreseeable at the time when the contract was formed.
- c) SAVVY shall have no liability at all for breaches of contract that are not at least due to gross negligence.

2. SAVVY reserves the right to raise the defence of contributory negligence.

Clause 12 The Customer's rights to the software

1. The software is protected by law. In the relationship between the Contracting Parties SAVVY shall have exclusive entitlement to the copyright, patent rights, trademark rights and all other neighbouring rights in respect of the software which SAVVY provides or makes accessible to the Customer during the initiation and performance of the contract. If third parties should be entitled to the rights, SAVVY shall have corresponding rights of exploitation.
2. The Customer shall only be entitled to process its own data for its own purposes with the program. SAVVY hereby grants the Customer the rights needed in order to use the software in this way as a simple, non-transferrable, non-exclusive right of use, including the right to rectify errors.
3. The Customer may make back-up copies of the programs, as needed for secure operation. The back-up copies must be stored in a safe place and provided with the copyright notice of the original data carrier, in as far as this is technically possible. Copyright notices, trademarks and product labels may not be deleted, altered or eliminated. Copies that are no longer needed must be deleted or destroyed. The user manual and other documents provided by SAVVY may only be copied for in-house purposes.
4. If the Customer is entitled to pass on the software or parts of the software to third parties under this Agreement or due to having express permission from SAVVY, this shall only be possible under the following preconditions:
 - a) The Customer shall delete all other copies of the software (regardless of the version), particularly on data carriers and in read-only or main memories. The Customer shall finally abandon the use of the software. The Customer undertakes to do all this before passing on the original data carrier to the third party and to send SAVVY immediate written confirmation that it has been done.
 - b) The software shall be passed on to the third party on a permanent basis, without the Customer having any entitlement to its return or any option to buy it back.
 - c) The third party shall make a direct written commitment to SAVVY to comply with clauses 7, 12 and 18 of these General Terms and Conditions.
 - d) SAVVY must have given its written consent. SAVVY shall be obliged to give its consent unless other important reasons (such as protection against the competition) require otherwise.If the Customer should break these rules the Customer shall be liable to pay SAVVY a contractual penalty of half the amount that the third party would have had to pay to SAVVY for the software according to the price list applicable at the time, but at least half of the purchase price agreed today.
5. The rules in paras. 2, 3 4c) and 4d) also apply if the Customer rectifies errors or (if allowed) processes the programs in any other way or uses the software for training purposes.
6. All other forms of exploiting the software, particularly renting, hiring out and disseminating the software in physical or non-physical form, the use of the software by and

for third parties (e.g. through outsourcing, computer centre activities, application service providing) are not permitted without Savvy's prior written agreement.

7. Contractual items, documents, suggestions, test programs etc. belonging to SAVVY that are made accessible to the Customer before or after the formation of the contract shall be deemed intellectual property and business and trade secrets belonging to SAVVY. They may not be used in any way at all without written permission from SAVVY and must be kept secret in accordance with clause 18.

Clause 13 Material defects in the software

1. The software shall be of the agreed condition and fit for the agreed contractual purpose; if there is no such agreement it shall be fit for normal use. It shall satisfy the criterion of practical suitability and shall be of the quality usual for software of this kind; however, it is not free of errors. Any functional impairment of the program resulting from hardware defects, ambient conditions, and maloperation or similar shall not be regarded as defects. A minor reduction in quality shall be disregarded.

2. In the case of material defects SAVVY shall first have the right to cure the defect. At the choice of SAVVY the defect shall be cured by repairing the fault, by supplying software that does not have the fault or by SAVVY showing ways of avoiding the effects of the fault. The Customer shall allow SAVVY to make at least three attempts to cure any defect. The Customer shall accept a new version of the program of equivalent value or the previous version of the program of equivalent value which do not have the error if this is a reasonable option for the Customer.

3. The Customer shall support SAVVY in analysing the error and rectifying the fault, particularly by giving a precise description of problems occurring that provides SAVVY with comprehensive information and shall give SAVVY the necessary time and opportunity to rectify the fault. At its choice SAVVY may rectify the fault locally or on its business premises. SAVVY may also carry out work in the form of remote maintenance. The Customer shall create the necessary technical preconditions at its own expense and grant SAVVY electronic access to the software by prior arrangement.

Clause 14 Liability for software

1. SAVVY reserves the right to raise the defence of contributory negligence. The Customer shall particularly be obliged to make data back-ups and to protect against malware, in each case in accordance with the current state of the art.

2. SAVVY shall only be liable for loss of data up to the amount that would have been incurred in the case of the proper and regular backup of the data for its restoration.

3. SAVVY assumes no liability for the plugins of third-party developers. These plugins are not a product of SAVVY and are not therefore part of the software. The licensing terms of the relevant developer shall apply.
4. Unless expressly agreed otherwise in this Agreement, SAVVY shall on no account be held liable for indirect damage and consequential damage caused by defects.
5. The general liability provisions in clause 11 above also apply to software.

Clause 15 Extended obligations of the Customer in the case of software

1. The obligation to examine the goods set out in clause 8 also applies to programs that the Customer receives in the context of the warranty and under a maintenance agreement.
2. The Customer shall make adequate provision in case the entire program or any parts of it should not work properly (e.g. through data backups, fault diagnosis, regular examination of the results, planning for emergencies). It lies within the Customer's responsibility to ensure that the program's working environment is in functioning condition.

Clause 16 Impossibility, adjustments to the contract

1. If delivery is impossible, the Customer shall have the right to claim damages unless SAVVY cannot be held responsible for the impossibility. However, the Customer's claim for damages shall in all cases be limited to 10 % of the value of the part of the consignment that could not be used for its intended purpose due to the impossibility.
2. If any events within the meaning of clause 3 paras. 2a) to 2c) should significantly alter the commercial significance or the contents of the consignment or have a substantial effect on Savvy's business operations, the contract shall be adjusted as appropriate and in observance of the principle of good faith. If this is not commercially viable, SAVVY shall have the right to rescind the contract without the Customer having any entitlement to claim damages. The same applies if any necessary export permits are not granted or prove to be useless. If SAVVY wishes to exercise its right to rescind the contract, SAVVY shall give the Customer immediate written notice after becoming aware of the impact of the event, even if an extension of the delivery period was initially agreed with the Customer.

Clause 17 Condition for performance

1. The performance of the contract is subject to the condition that this is not hindered by obstacles created by international, supranational or national import/export regulations or any

other trade or foreign trade regulations or any other rules and regulations and that no embargos or any other sanctions are imposed.

2. The Customer is obliged to provide all information and documents needed for export, shipment and import.

Clause 18 Confidentiality and data protection

1. The Contracting Parties undertake to treat as confidential all items received from the other Party or that become known before or during the performance of the contract (e.g. software, documents, information, drawings) that are protected by law or contain business secrets or trade secrets or that are designated as confidential; this shall apply even after the contract has ended unless these items are in the public domain without any breach of the duty to maintain secrecy. The Contracting Parties shall store and protect these items in such a way that they cannot be accessed by third parties.

2. The Customer shall only make these items accessible to employees and other third parties who need such access in order to perform their duties. The Customer shall inform these persons of the necessity of keeping these items secret.

3. SAVVY shall process the customer data needed for its business operations in observance of data protection law.

Clause 19 Severability

If individual terms of these General Terms and Conditions of Business (GTCs) should be or become ineffective or unenforceable or contain any omissions, the remaining terms shall nevertheless remain effective. The Parties undertake to replace the ineffective, unenforceable or missing terms by effective provisions that most closely reflect the sense and commercial purpose of the contract as well as the intention of the Parties.

Clause 20 Requirement for the written form

The Parties have no agreements that differ from or go beyond the written contracts. Amendments and additions to a contract must be made in writing. This also applies to any waiver of the requirement for the written form.

Clause 21 Place of jurisdiction and applicable law

1. The sole place of jurisdiction for all disputes directly or indirectly arising from the contractual relationship is the place where SAVVY has its head office. However, SAVVY is also entitled to bring an action in the place where the Customer has its head office.
2. This contract and its interpretation shall be exclusively governed by Swiss law disregarding conflict of laws rules and the Vienna Sale of Goods Convention.

