

General Terms and Conditions of Advanced Realtime Tracking GmbH

§ 1 Scope

1. All offers, deliveries, services and contracts concluded by Advanced Realtime Tracking GmbH (hereinafter referred to as "ART") are subject to the following conditions, even if there is no specific reference to them in individual cases. Alternative terms and conditions of the customer, in particular conditions of purchase, do not apply, even if they are not explicitly contradicted.
2. These general terms and conditions do not apply to contracts concluded with consumers (consumer agreements).

§ 2 Offer and conclusion of contract, execution documents

1. All offers are non-binding.
2. Upon request from the customer, ART shall make a corresponding offer to the customer. This also does not constitute an offer in the legal sense, but merely a request to the customer, in turn, to submit an offer in the legal sense.
The submission of the order by the customer represents a binding offer to conclude a contract. ART can accept this within a period of 5 working days. It shall be deemed to have been accepted if ART delivers the ordered service within this period.
Declarations (orders by the customer as well as the acceptance of these by ART) regarding the conclusion of contracts require the text form (e.g. letter, fax, email).
ART reserves the right to accept or reject orders. ART is in particular entitled to make the acceptance of an offer dependent on an advance payment up to the amount of the total price.
3. All rights to and from execution documents, such as in particular illustrations, drawings, calculations and other documents, and the tools required for the execution of the order are exclusively owned by ART. The customer has no claim to the publication of execution documents and tools.

§ 3 Prices

1. The prices stated in the offer of ART in the order confirmation are decisive in the absence of an order confirmation. Unless otherwise agreed, the prices are quoted ex ART, in euros, plus packaging, shipping and insurance and the value added tax legally due at the time of delivery.

§ 4 Terms of payment, late payment by the customer, offsetting

1. Payments are due within 14 days of the date of invoice without deductions. After the payment period has expired, the customer shall be in default. A reminder is not required. Payment terms are respected if ART can dispose of the payment freely (credit on the account of ART, redemption of checks).
2. If the customer defaults, without prejudice to further claims, interest of fifteen percentage points p.a. above the base rate table of the German Bundesbank shall be due for payment to ART. ART is entitled to charge Euro 2.50 for every reminder after the customer is in default.
3. If the customer culpably fails to meet his payment obligation or if ART is entitled to a right to refuse performance pursuant to § 321 (1) of the German Civil Code (BGB), all outstanding claims from ART against the customer are immediately due for payment, even if checks or bills of exchange with a later due date have been accepted on account of performance.
4. The customer only has the right to offset if his counterclaims have been legally established, recognized or are not disputed by the seller. The right of the buyer to offset with contractual and other claims arising from the initiation or execution of this contractual relationship remains unaffected. The customer can exercise a right of retention only if his counterclaim is based on the same contractual relationship.

§ 5 Delivery and service time

1. ART is entitled to partial deliveries and partial services.
2. Delivery, service and execution deadlines are not binding for ART, unless expressly agreed otherwise. Delivery periods shall begin with the sending of the order confirmation, but not before receipt by the customer of all necessary information and documents to be delivered.
3. In the case of call orders, the customer must determine the delivery or service time in such a way that ART has sufficient time and opportunity to make appropriate arrangements. If the customer – for whatever reason – does not duly fulfil his obligation to call up deliveries and services, ART is entitled to set the service time and the batch sizes himself or to withdraw from the contract and demand damages instead of performance.
4. A deadline agreed to be binding and grace periods set shall be deemed to have been complied with if the delivery item is handed over to a person designated for shipment within the deadline, but at the latest upon notification of readiness for dispatch, if the delivery is delayed for reasons for which ART is not responsible.
5. The contract is concluded under the reservation of correct and punctual self-supply by suppliers of ART. In particular, ART is entitled to withdraw from the contract if ART has concluded a matching congruent hedging transaction and is let down by its supplier. In this case, the customer must be informed immediately about the unavailability of the service. Claims for damages by the customer are excluded.

6. All unpredictable events or obstacles for which ART is not responsible and which delay the delivery or performance in whole or in part, in particular strikes, lockouts, unpredictable disruptions in the operation of ART or in the operation of a subcontractor, unavoidable shortages of resources, destruction of services already rendered by third parties or by force majeure events (e.g. fire, floods, earthquakes) or impediments caused by circumstances for which the customer is responsible shall entitle ART to extend the delivery or performance periods by the duration of the hindrance. The customer must be informed immediately about the impediment to performance. If the impediment lasts for more than three months or if delivery or performance becomes impossible for one of the reasons stated in clause 1 above, the customer is entitled to withdraw from the contract if a period of grace of at least three weeks set by the customer expires fruitlessly. Consideration already provided by the customer must be refunded immediately. Further claims of the customer, in particular for damages, are excluded.

§ 6 Shipping and transfer of risk

1. Deliveries are made, unless otherwise agreed, for the account of the customer.
2. The risk of accidental loss or accidental deterioration of the delivery item shall pass to the customer as soon as the delivery item is handed over to the person carrying out the transport or leaves the ART warehouse for the purpose of dispatch. This also applies to carriage paid deliveries.
3. If the customer does not accept the contractual item offered to him or if the dispatch or delivery is delayed at the request of the customer, the risk of accidental loss or accidental deterioration of the delivery item shall pass to the customer upon notification of the readiness for dispatch. The customer has to bear the costs of storage.

§ 7 Retention of title

1. Until the fulfilment of all receivables and claims, including all balance claims from the current account and any claims for exemption of the customer's liability risks, to which ART – for whatever legal reason – is entitled against the customer, ART shall be granted the following collateral, which shall be released at the discretion of ART at the request of the customer as long as its value exceeds ART's claims against the customer by more than 10%.
2. All delivery items remain the property of ART (hereinafter "goods subject to retention of title"). Processing and reshaping are carried out for ART as a manufacturer, but without ART being subject to obligations based on this. If the goods subject to retention of title are inseparably joined or mixed, through processing or otherwise, with other movable objects not belonging to ART, ART shall acquire co-ownership of the new object.
3. The customer is entitled to sell the reserved goods in the ordinary course of business as long as he fulfils his payment obligations, is not in default with respect to ART and no application has been filed for the opening of insolvency proceedings. The customer is not entitled to other dispositions (transfer of ownership, pledges, etc.) over the goods subject to retention of title. The customer hereby assigns to ART as security collateral all claims (including all balance claims from the current account) arising from the resale or for another legal reason (insurance benefits, claims from tort, etc.) (as far as ART is only

entitled to co-ownership of the goods subject to retention of title: pro rata in the amount of co-ownership). ART accepts the assignment. The customer is revocably authorized to collect the claims. ART is entitled to revoke the authorization if the customer fails to meet his payment obligations. In this case, the customer is obligated to notify ART of the assigned claims, to provide all information necessary for the collection of the claims and to notify the debtors of the assignment.

4. The customer shall store the goods subject to retention of title for ART free of charge. He shall receive the goods subject to retention of title in proper condition and insure them at his own expense to the extent required by commercial due diligence. In the case that goods are pledged due to court order or other access by third parties, the customer must notify ART immediately, object to the access and make reference to ART's (co-)ownership. The costs of preventing access shall be borne by the customer.

§ 8 Warranty

1. The quality of the delivery item is taken from the product description by ART. Advertising statements and promotions, which have merely advertising content, do not represent any details of quality.
2. Defective assembly instructions only constitute a defect if they preclude the proper assembly of the delivery item.
3. In order to maintain the warranty rights, the customer must give formal notice of wrong deliveries, quantity deviations and obvious defects immediately after delivery and non-obvious defects immediately after their discovery.
4. Delivery items that are the subject of complaints are to be sent carriage paid to the destination named by ART for inspection and, if necessary, rectification of defects. In the event of a justified complaint, the customer shall be reimbursed for the transport costs incurred in the required amount.
5. The seller provides warranty for defects initially at his choice of repair or replacement. If the supplementary performance fails, the customer may, in principle at his own discretion, demand a reduction of the purchase price (reduction), cancellation of the contract (withdrawal) or damages instead of performance. In the case of insignificant defects, the customer has no right of withdrawal, taking into account the interests of both parties. Instead of damages in lieu of performance, the customer may demand the reimbursement of expenses incurred in vain within the scope of § 284 BGB, which he has made in confidence of the receipt of the goods and was able to do reasonably. If the customer chooses damages in lieu of performance, the limitations of liability according to § 9 (1) of these terms and conditions shall apply.
6. All warranty claims shall become time-barred after two years from delivery.
7. Unless otherwise agreed, ART does not assume any procurement risk and does not grant any guarantees in the legal sense.

§ 9 Limitation of liability

1. For slightly negligent breaches of duty, the liability is limited to the damage that is predictable according to the type of goods, typical for the contract and immediate and average. This also applies to slightly negligent breaches of duty by the legal representatives or vicarious agents of the seller. The seller is not liable for slightly negligent violation of minor contractual obligations. On the other hand, he is liable for the breach of material contractual legal positions of the customer. Material contractual legal positions are those which the seller has to grant to the customer according to the content and purpose of the contract. The seller is also liable for the breach of obligations, the fulfilment of which enables the proper execution of the contract in the first place and on whose observance the customer may rely.
2. The above limitations of liability do not apply to claims of the customer arising from warranties and/or product liability. Furthermore, the limitations of liability shall not apply in case of malice, in case of breach of essential contractual obligations, as well as in the case of damage to body and health or in case of loss of life of the customer attributable to the seller.

§ 10 Granting of rights

1. Upon full payment of the agreed fee, the customer receives a non-exclusive, unlimited right to use the contractual software in the scope of these terms and conditions and the order confirmation. Before full payment of the fee, all data storage media and the user documentation handed over are subject to retention of title (see § 7 of these terms and conditions). The contract software may only be used simultaneously by a maximum of the number of natural persons, which corresponds to the number of licenses purchased by the customer. The permitted use includes the installation of the contractual software, the loading into the main memory and the intended use by the customer. Incidentally, the number of licenses and the type and scope of use are determined by the order confirmation. In no event shall the customer have the right to rent or otherwise sublicense the purchased contractual software, to render it publicly or by wire or wireless access, or to make it available to third parties for consideration or free of charge, e.g. by way of application service providing or "software as a service". Paragraph 4 remains unaffected by this.
2. The customer is entitled to make a backup copy if this is necessary to secure future use. The customer shall attach a visible mark "Backup copy" and a copyright notice of ART on the backup copy created.
3. The customer is only then entitled to decompile and duplicate the contractual software, insofar as this is provided for by law. However, this only applies on the condition that ART has not made the necessary information available to the customer upon request within a reasonable period of time.
4. The customer is entitled to permanently transfer the purchased copy of the contractual software to a third party by handing over the order confirmation and the documentation. In this case, he shall give up the use of the program completely, remove all installed copies of the program from his computers and delete all copies on other data storage media or transfer them to ART, unless he is legally obliged to store them for a longer period. At the request of ART, the customer shall confirm in writing the full

implementation of the said measures or, where appropriate, explain the reasons for extended storage. Furthermore, the customer shall expressly agree with the third party to observe the scope of the granting of rights in accordance with this § 12. The splitting of acquired license volume packages is not permitted.

5. If the customer uses the contractual software to an extent that exceeds the acquired rights of use qualitatively (in terms of the type of permitted use) or quantitatively (in terms of the number of licenses purchased), he shall immediately purchase the rights of use necessary for the permitted use. If he fails to do so, ART shall assert the rights to which it is entitled.
6. Copyright notices, serial numbers and other features used for program identification must not be removed from the contract software or altered.

§ 11 Final provisions

1. German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
2. The place of performance is Weilheim.
3. The place of jurisdiction for all disputes – including bills of exchange and cheques – is Munich in the case of disputes with merchants, legal entities under public law and public law special funds. However, ART is also entitled to file a suit against the customer at its general court of jurisdiction.
4. The invalidity of individual provisions does not affect the validity of the remaining provisions. Ineffective provisions shall be replaced by provisions that come closest to the intended purpose.

December 1, 2017