

## A. General Terms and Conditions of Sales and other Services of MOBOTIX AG

### Section 1 Scope

- (1) All offers, deliveries and services of MOBOTIX AG (hereinafter **“MOBOTIX”**) are subject to these General Terms and Conditions (**“GTC”**). They become part of all agreements that MOBOTIX enter into with a customer regarding the products and/or services offered by MOBOTIX. **The GTC also apply to all future deliveries, services or offers to a entrepreneur (Unternehmer), even if the GTC’s validity is not agreed separately again.**
- (2) The general terms and conditions of the customer or a third party do not apply, even if MOBOTIX do not specifically oppose the application of such terms and conditions in each individual case. Even if MOBOTIX refer or reply to a message (for example, a letter, fax, e-mail or similar document) that contains, or refers to, the general terms and conditions of the customer or a third party, such reference or reply will not constitute agreement on MOBOTIX’s part regarding the applicability of such terms and conditions.
- (3) MOBOTIX reserve the right to modify the GTC as needed. Changes to the GTC will take effect for the customer only as follows:
  - The changes have been communicated to the customer in writing, with the modified GTC enclosed and the changes having been highlighted;
  - The customer has not objected in writing to the changes within a period of one (1) month after receiving the change notice and modified GTC; and
  - With the notice of changes, the customer was also instructed in writing that the customer’s right of objection will expire at the end of the above period and that silence on the customer’s part will be deemed tacit approval of the changes to the GTC.

### Section 2 Offer and Conclusion of Agreement

- (1) All offers of MOBOTIX, particularly in advertisements or other advertising material, are subject to change and non-binding, unless they are identified expressly as binding or contain a specific term of acceptance. If the customer accepts an offer after expiry of a term of acceptance defined in the offer, such acceptance will be deemed a new offer made by the customer. MOBOTIX can accept orders or contracts placed by the customer within fourteen (14) days of receiving them. At a minimum, an offer must be accepted in text form (Section 126b BGB [German Civil Code], such as e-mail).
- (2) The legal relationship between MOBOTIX and the customer (the **“Contracting Parties”**) is solely governed by the written agreement entered into, including these GTC. In the absence of an agreement to the contrary, such agreement represents all agreements between the Contracting Parties regarding the subject matter of the agreement. Verbal commitments made by MOBOTIX prior to the conclusion of the agreement are legally non-binding. Any prior verbal agreements between the Contracting Parties are replaced by the written agreement, unless the agreement states in express terms that they are to be applicable and binding.
- (3) The agreed quality of the products is solely defined by individual agreements made with the customer and the technical specifications in the product data sheets. Any public advertising statements of third parties or MOBOTIX are not part of the agreed quality of the products, unless MOBOTIX entered into a corresponding agreement with the customer. Information on the subject matter of the delivery or service provided by MOBOTIX in the product data sheets (for example, weights, measurements, values in use, load-bearing capacity, tolerances and technical data), as well as depictions of the same (for example, drawings and diagrams/figures), will apply only if the use of such information for the contractually intended purpose requires full and accurate compliance with such information and/or depictions. Such information does not represent guaranteed characteristics, but rather serves to describe or designate the delivery or service. Commercially customary changes and deviations due to legal requirements or that represent technical improvement, as well as the substitution of components for like parts are permissible, provided that they do not limit the contractually intended use and that the customer can reasonably be expected to accept them.
- (4) MOBOTIX do not offer any guarantee or warranty that the products can be used as intended by the customer. It is only the customer’s responsibility to verify and determine whether the products can be used for the intended purpose.
- (5) MOBOTIX retain title or copyright to all offers and cost estimates provided, as well as to drawings, diagrams, calculations, brochures, catalogs, models, tools, documentation and other aids made available to the customer (**“Objects of the Offer”**). Without the prior express and written consent of MOBOTIX, the customer must not grant a third party access to the Objects of the Offer, or to the contents thereof. The customer must not disclose them or allow a third party to use or copy them. If so requested by MOBOTIX, the customer must return the Objects of the Offer in full and immediately destroy any copies made if the customer no longer requires them in the ordinary course of business or if negotiations do not result in the conclusion of an agreement.

### Section 3 Prices and Payment

- (1) The prices specified by MOBOTIX apply to the scope of services and deliveries defined in the offer. The prices are quoted in EURO exclusive of the respective applicable statutory value-added tax. Unless the Contracting Parties reach an agreement to the contrary, additional or special services must be remunerated separately and will be agreed separately. Offers directed at

consumers (Section 13 BGB), such as the MOBOTIX online shop, show gross prices (including the respective applicable statutory value-added tax).

- (2) Amounts invoiced must be paid without any deductions when the invoice is issued (the **“Due Date”**), unless the Contracting Parties have reached an agreement to the contrary. Payment is considered received in a timely manner if it is received in the account of MOBOTIX specified to the customer by or on the Due Date. Checks are deemed payment received only after they have been redeemed. If the customer fails to make payment by the Due Date, the customer will be deemed in default following an additional seven (7) days after the Due Date (**“Entry into Default”**), which does not require a separate reminder or warning. Any outstanding amounts will be subject to interest of nine (9) percentage points above the respective base rate (Section 247(1) BGB) p.a. (Section 288(2) BGB) from the day of Entry into Default. Where the customer is a consumer, the late-payment interest will be five (5) percentage points above the respective base rate (Section 288(1) BGB). The right to claim higher interest and further damages in the event of default remains intact.
- (3) MOBOTIX may perform or execute outstanding (partial) deliveries or (partial) services only against pre-payment or security to entrepreneurs if MOBOTIX, after conclusion of the agreement, learn of circumstances that are likely to diminish the customer’s creditworthiness substantially and that constitute a risk to the payment of outstanding payment obligations of the customer vis-à-vis MOBOTIX under the respective agreement.

#### **Section 4 Delivery And Delivery Times**

- (1) Unless the Contracting Parties reach a written agreement to the contrary, MOBOTIX will effect deliveries ex works (EXW) **MOBOTIX AG**, Kaiserstrasse, 67722 Langmeil, Germany.
- (2) If a delivery is to be made abroad at the request of the customer, any delivery periods and/or dates indicated by MOBOTIX will in this case be relative to the time of handover to the hauler, freight forwarder or any other third party hired for the transport.
- (3) Any rights in connection with the customer’s default notwithstanding, MOBOTIX may demand from the customer an extension to delivery and/or service periods or a rescheduling of delivery and/or service dates that reflects the period of time during which the customer fails to comply with its contractual obligations towards MOBOTIX.
- (4) MOBOTIX are not liable for delays in delivery where such delays are due to force majeure or other events that were unforeseeable at the time that the agreement was entered into (for example, operational disruptions of any kind, particularly damage caused by fire and flooding, earthquakes, strikes, legitimate lockouts, war, war-like conditions, boycotts, trade embargoes, non-availability of Internet connectivity or other data transmission networks, difficulties in the procurement of necessary regulatory permits or other regulatory measures) for which MOBOTIX are not responsible. Where such events render the performance of deliveries or services for MOBOTIX substantially more difficult or impossible, and where the obstacle to performance is not merely of a temporary nature, MOBOTIX may withdraw from the agreement. In the event of obstacles to performance of a temporary nature, the performance periods will be extended or rescheduled to reflect the duration of such obstacles. Where the customer cannot reasonably be expected to accept the delivery or service due to the delay, the customer may withdraw from the agreement by means of an immediate, written notice to MOBOTIX. However, any partial services already rendered up to the time that the obstacle occurred must be remunerated. The Contracting Parties agree that the customer’s claim to performance will be suspended for the duration of the obstacle - or excluded entirely if performance is or becomes impossible.
- (5) MOBOTIX are entitled to partial deliveries if
  - the customer can use the partial delivery with respect to the intended contractual purpose;
  - the delivery of the remaining goods ordered is ensured; and
  - this does not create for the customer any substantial additional costs and expenditure (unless MOBOTIX agree to assume such costs).
- (6) If MOBOTIX default on a delivery and/or service, or if a delivery and/or service becomes impossible for MOBOTIX, regardless of the grounds, the liability of MOBOTIX for damages will be limited pursuant to Section 9 below of these GTC. This does not affect the above Section 4(4) of these GTC.

#### **Section 5 Place Of Performance, Shipping, Packaging, Passing Of Risk, Transfer Of Ownership**

- (1) The place of performance for all obligations of MOBOTIX under the agreement is the head office of MOBOTIX. The place of performance is the delivery address specified by the customer in the event of a delivery agreed in writing between the Contracting Parties. As for a delivery abroad ordered by the customer, the place of performance is the location where the products to be shipped are handed over to the hauler, freight forwarder or any other third party hired for the transport. The provisions in sentence 1 do not apply, if the customer is a consumer (Section 13 BGB).
- (2) The mode of shipping and packaging are subject to the dutiful discretion of MOBOTIX.
- (3) The risk of accidental loss and accidental deterioration of the products to be delivered passes to the customer upon notice and provision of the products to be delivered on the premises of MOBOTIX. In the event of a delivery of the products ordered by the customer, the risk will pass to the customer no later than at the time when the products are handed over to the customer or any third party at the delivery address communicated to MOBOTIX and/or to the hauler, freight forwarder or any

other third party hired for the delivery (with the risk passing at the start of the loading process). If the customer is a consumer (Section 13 BGB), the risk of accidental loss and accidental deterioration will pass to the customer, in deviation from Sentence 1, at the time when the products to be delivered are handed over. Sentence 2 applies accordingly, with the proviso that the hauler, freight forwarder or any other third party hired for the delivery must have been hired by the customer, rather than having been specified by MOBOTIX (Section 474(4) BGB). If the delivery is delayed due to circumstances for which the customer is responsible, the risk will pass to the customer upon notice of the products' readiness for dispatch.

- (4) The time when ownership of the products is transferred is identical to the time of passing of the risk.
- (5) Storage costs after risk has passed must be borne by the customer. The storage costs are at least 1.00 percent of the gross amount invoiced for the stored item for each completed week of storage. The right to claim and prove further or lower storage costs remains intact. If the customer defaults on acceptance, MOBOTIX will be entitled to reject performance of the agreement upon expiry of a reasonable period to be set by MOBOTIX, which must be at least twenty-one (21) days, if this measure was communicated to the customer at the time that the period was set. The customer is obligated to compensate MOBOTIX for any damage suffered as a result.
- (6) The costs for insurance taken out at the customer's request for the shipment of the products to be delivered will be borne by the customer.

## Section 6 Retention of Title

- (1) The retention of title provision defined herein below serves to secure any and all present and future claims that MOBOTIX have against the customer under the existing contractual relationship(s) between the Contracting Parties, including balance receivables under an open accounts system limited to this delivery relationship (hereinafter "**Secured Receivables**"). In business transactions with customers who are considered consumers (Section 13 BGB) the Secured Receivable of a delivery relationship is limited to the respective purchase price claim.
- (2) The products delivered to the customer by MOBOTIX (for the purposes of this Section 6, the "**Conditional Goods**") remain the property of MOBOTIX until all Secured Receivables have been paid in full.
- (3) The customer will hold the Conditional Goods for MOBOTIX free of charge.
- (4) Until the realization event occurs, the customer may process and sell the Conditional Goods as part of its ordinary course of business. Pledges and assignments as security are not permitted.
- (5) Where the customer processes the Conditional Goods, it is agreed that such processing takes place on behalf and for the account of MOBOTIX, acting as the manufacturer, and that MOBOTIX immediately acquire title in or - if the processing involves materials of several owners or if the value of the processed object is greater than the value of the Conditional Goods - co-ownership (fractional ownership) of the newly created object that is proportional to the ratio between the value of the Conditional Goods and the value of the newly created object. In the event that such acquisition of title by MOBOTIX is not intended, the customer hereby assigns to MOBOTIX by way of security its future title or co-ownership (proportional, as described above) of the newly created object. If the Conditional Goods are mingled with other objects to create a single object or mixed inseparably, and if one object becomes the primary object, the customer, if the primary object belongs to the customer, will assign to MOBOTIX co-ownership of the single object in the proportion defined in Sentence 1.
- (6) In the event that the Conditional Goods are sold on, the customer hereby assigns to MOBOTIX by way of security the resulting claim against the buyer - if MOBOTIX hold co-ownership of the Conditional Goods, the assignment is proportional to the co-ownership share. The same applies to other claims that take the place of the Conditional Goods or are created in respect of the Conditional Goods, such as insurance claims or claims for tortious acts in connection with loss or destruction. MOBOTIX hereby accept this assignment. Furthermore, MOBOTIX revocably authorize the customer to collect on claims assigned to MOBOTIX on the customer's behalf and for the account of MOBOTIX in the event that the customer fails to comply with its contractual obligations towards MOBOTIX.
- (7) Where a third party accesses the Conditional Goods, particularly by way of seizure, the customer will immediately alert the third party to the title of MOBOTIX and inform MOBOTIX thereof, so that MOBOTIX can enforce their property rights. Where the third party is incapable of reimbursing MOBOTIX for the judicial and extra-judicial costs incurred, the customer will be liable for such reimbursement.
- (8) If the realizable value of the securities the value of the claims due to MOBOTIX against the customer by more than ten (10) percent, MOBOTIX will release the securities at their own discretion if so requested by the customer.
- (9) If the customer violates the agreement and MOBOTIX withdraw (realization event) from the agreement, particularly in the event of default on payment, MOBOTIX may demand the surrender of the Conditional Goods.

## Section 7 Warranty

- (1) The warranty period is twelve (12) months from the handover of the product, also where the warranty is based on a breach of MOBOTIX. **Where the customer is a consumer (Section 13 BGB), the warranty period will be eighteen (18) months from the handover of the product.** Where the legal transaction involves a purchase of consumer goods (Section 474(1) BGB), the warranty period will be two (2) years from the handover of the product (Section 476(2) BGB).
- (2) The products must be inspected carefully immediately upon their handover to the customer or a third party appointed by the

customer. They are deemed approved if MOBOTIX do not receive a written notice of defects with respect to obvious defects or other defects that are identified in a careful inspection within ten (10) days following the handover of the products, or within ten (10) days following the discovery of the defect or the time when the customer discovered the defect in the routine use of the product and without closer inspection. At the request of MOBOTIX, the customer must return the product in question to the location specified by MOBOTIX. The product must be given an RMA number (return merchandise authorization number) that MOBOTIX must communicate to the customer. If this constitutes a warranty event, MOBOTIX will have to reimburse the costs of the return. Under the limited warranty provisions applying at the time of purchase, MOBOTIX repairs a product, which does not fulfill the contractually agreed quality during the warranty period (subject to country specific rights). MOBOTIX reserves the right to replace a product covered by this warranty with a new or a refurbished product, if a repair is not possible. **The provisions of this paragraph (2) apply to customers that are consumers (Section 13 BGB), except that the products delivered are deemed approved if and to the extent that the customer fails to send a written notice of defects to MOBOTIX within four (4) weeks following the handover of the product for obvious defects or within one (1) year for hidden defects. The deadlines defined in the above Sentence 5 will be deemed met if the notice of defects is sent to MOBOTIX in a timely manner. Application of Sections 203 et seq. BGB remains intact.**

- (3) If the customer combined a defective product with another item in accordance with the contractual purpose of the use, the customer shall be reimbursed for the necessary expenses for installation and/or removal of the product in accordance with the statutory provisions regardless of any fault of MOBOTIX. If the customer is an entrepreneur, the aforementioned right to reimbursement of necessary expenses shall be limited to 100% of the purchase price of the product concerned. If the customer is a consumer (Section 13 BGB), MOBOTIX is entitled to limit the right to reimbursement to an appropriate amount under the conditions of section 475 (3) BGB, if an improvement or replacement delivery due to the right to reimbursement involves disproportionately high costs.
- (4) In the event of material defects in the product in question, MOBOTIX are obligated and entitled, within a reasonable period and at their discretion, to subsequent improvement or replacement delivery. If the customer is considered a consumer (Section 13 BGB), the customer has a choice with regard to a type of subsequent performance (improvement or replacement delivery). If this fails, that is, in the event that this is impossible or unreasonable, or if subsequent improvement or replacement delivery is denied or unreasonably delayed, the customer may withdraw from the agreement or demand a reasonable reduction in the price.
- (5) If a defect is due to the negligence of MOBOTIX, the customer may claim damages pursuant to the provisions in Section 9 of these GTC.
- (6) The warranty does not apply if the customer modifies, repairs or maintains the products and/or individual components, or causes a third party to do so, without the consent of MOBOTIX, which renders the rectification of defects impossible or unreasonably more difficult. At any rate, the customer must bear additional costs related to the rectification of defects that are incurred as a result of such modifications.
- (7) Any warranty is excluded for the shipment of used products agreed with the customer in individual cases. **This does not apply if the customer is a consumer (Section 13 BGB) and this involves a purchase of consumer goods (Section 474(1) BGB). In the event, the limitation period differs from that defined in paragraph (1) Sentence 3 of this Section 6 and will be twelve (12) months following the handover of the product.**
- (8) The warranty provided by MOBOTIX for products delivered by MOBOTIX applies only to the extent described in this Section 7. Commitments (particularly guarantees) of the customer that the customer makes vis-à-vis a third party with respect to the products and that give rise to warranty claims of the third party exceeding the extent defined in this Section 7 are subject to the prior written consent of MOBOTIX and must be refrained from in all other circumstances. The customer undertakes to exempt MOBOTIX immediately from claims brought by a third party against MOBOTIX due to the customer's commitments and promised warranty claims (including guarantee claims) that exceed the scope of this warranty.

## **Section 8 Proprietary Rights**

- (1) Each Contracting Party remains the owner of the registered industrial property rights that it had at the time that the agreement was entered into or that it was granted in the course of the agreement, including any potential copyright.
- (2) Each Contracting Party will notify the other Contracting Party in writing immediately of any claims asserted against it due to the infringement of industrial property rights or copyright of a third party (hereinafter "**Third-Party Rights**").
- (3) In the event that the products infringe a Third-Party Right, MOBOTIX, at their discretion and at their cost, (i) will modify or replace the products in such a manner that Third-Party Rights are no longer infringed, while the products continue to be capable of the contractually agreed functions, or (ii) will grant the customer a right of use by concluding a license agreement. If MOBOTIX fail to accomplish this within a reasonable period of time, the customer may withdraw from and/or cancel the agreement or demand a reasonable reduction in the price. Section 9 of these GTC remains intact.
- (4) MOBOTIX undertake, at their own cost, to defend the customer against all legal action or other proceedings brought against the customer where such action is due to the infringement of a Third-Party Right for which MOBOTIX are responsible. Furthermore, MOBOTIX undertake to reimburse the customer for all necessary and reasonable costs that the customer incurs as a result, provided that

- the customer notifies MOBOTIX of the legal action or other proceedings in writing immediately;
  - the customer provides MOBOTIX with all information necessary and requested in respect of the defense; and
  - the customer relinquishes full control of the defense to MOBOTIX.
- (5) Where the product contains computer programs that are subject to a “General Public License” (GPL) or another Copyleft agreement (LGPL, BSD, etc.), the customer will receive a copy of the license together with the product. This license is valid as a supplement to the provisions of these GTC, particularly with respect to the rights to and use of the GPL software, with the exception of the provisions contained in the license agreement that govern liability and warranty. Regarding these programs, MOBOTIX agree that, upon request, MOBOTIX will provide the customer with the executable programs and the source code for three (3) years following the handover of the program (or processor-controlled product) as set forth in the Copyleft license agreements. The customer must communicate the product’s serial number for this purpose.
- (6) MOBOTIX are not required to maintain, update or renew the programs contained in the software of a product or to furnish newer versions (updates) free of charge. The customer agrees to only use the corresponding update for the respective and appropriate type of product.
- (7) The customer is obligated, immediately and at initial request, to exempt MOBOTIX from all claims, damages, costs (including extra-judicial and judicial costs for the purpose of legal prosecution and defense) as well as any other costs that MOBOTIX incur from or in connection with a custom fabrication ordered by and made according to the specifications of the customer under Section 10(4) of these GTC and an infringement of Third-Party Rights caused by it, particularly from and in connection with the claims of the holder of the infringed Third-Party Rights.

### **Section 9 Liability for Damages due to Negligence**

- (1) Liability of MOBOTIX for damages, regardless of the legal grounds, particularly due to impossibility, default, deficient or wrong delivery, breach of contract, breach of obligations in connection with contractual acts and tortious acts, is limited, in cases dependent on negligence, to the scope provided by this Section 9.
- (2) Liability of MOBOTIX in cases of force majeure or other unforeseeable events under the above Section 4(4) of these GTC is excluded. In cases of simple negligence, liability of MOBOTIX, their executive bodies, legal representatives, employees and other vicarious agents is excluded unless breach of substantial contractual obligations is involved. Substantial contractual obligations are obligations whose fulfillment allow for the proper execution of the agreement in the first place and on the fulfillment of which the customer has relied and also may generally rely.
- (3) Where MOBOTIX are liable for damages under the above Section 9(2) of these GTC in terms of substance, such liability and its amount is limited to damages that MOBOTIX foresaw as a potential consequence of a breach of contract at the time of entering into the agreement or in light of the circumstances of which MOBOTIX were or should have been aware or should have foreseen with customary due care. At any rate, such liability will not exceed the value of the performance contractually owed. Indirect damages and consequential damages as well as loss of income or other loss of reputation are excluded from any liability to the extent permitted under the law.
- (4) As for loss of data, MOBOTIX are liable only for the expenditure necessary to restore the data, provided that the customer backed up the data appropriately immediately prior to the action that caused the loss of data.
- (5) Any liability of MOBOTIX is excluded for Flash memory devices integrated into products or delivered with products (CF or SD cards, USB memory devices, etc.) as well as the replacement of the same by the customer.
- (6) In the event of default (Section 286 BGB), liability of MOBOTIX is limited to 0.5 percent of the net price of the contract volume of the service on which MOBOTIX are in default per completed week, up to a maximum of five (5) percent of the net price of the contract volume of the service on which MOBOTIX are in default.
- (7) Where MOBOTIX provide technical information or act in a consulting capacity, and where such information or consulting is not part of the contractually agreed scope of performance that MOBOTIX owe, such information or consulting is provided free of charge and to the exclusion of any liability.
- (8) The liability exclusions and limitations under this Section 9 do not apply to MOBOTIX’s liability due to intentional acts, gross negligence or due to injury to life, limb or body. The same applies to instances of liability under the (German) Product Liability Act.
- (9) Claims for damages of the customer, where they are not based on intentional or gross negligence of MOBOTIX, injury to life, limb or body or on the Product Liability Act, expire eighteen (18) months after the cause that gave rise to the claim and after the customer discovered or should have discovered the circumstances giving rise to the claim as well as became or should have become aware of the negligent person. Section 7 remains intact. The statutory limitation periods apply in all other respects.

## **B. Supplementary Special Terms And Conditions For Contractual Services Of MOBOTIX AG**

### **Section 10 Performance**

- (1) MOBOTIX render their services at their own discretion and in accordance with any existing manufacturer specifications and

recommendations through their executive bodies, employees or subcontractors (hereinafter “**Service Provider(s)**”). MOBOTIX may replace some or all Service Providers.

- (2) In general, MOBOTIX render their services at the main office of the respective branch or subsidiary. If necessary, the Contracting Parties may enter into an agreement concerning the provision of services on the premises of the customer or on the premises of a third party named by the customer.
- (3) All services are provided by appropriately qualified staff with due care and expertly.
- (4) In the event of custom fabrications ordered by the customer, the customer is obligated to pay MOBOTIX a down payment of one third (1/3) of the costs agreed for the manufacture of the custom fabrication at the time that MOBOTIX accept the offer pursuant to Section 2(1) Sentence 3 of these GTC. Any special tools, molds, etc. that MOBOTIX procure for the manufacture of the custom fabrication are the property of MOBOTIX even if the customer is invoiced for (some of) them.
- (5) The customer is solely responsible for ensuring compliance with the respective applicable statutory safety provisions when using and/or operating the products. In particular, the customer must ensure compliance with the provisions governing the use and operation of ISDN terminals, as well as set up an appropriate overvoltage (surge) protection prior to commencing operations. Liability of MOBOTIX for any faulty application and/or faulty operation that is the responsibility of the customer, as well as for noncompliance with relevant and applicable provisions is excluded.

### **Section 11 Consumers’ Right of Cancellation**

**(1) Where the customer is entitled to a statutory right of cancellation, the following applies:**

**(2) The customer may revoke its contract declaration within fourteen (14) days, without having to state reasons, in text form (for example, letter, fax, e-mail) or - where the product was handed over to the customer prior to the expiry of the period - by returning the product. The period commences upon the customer’s receiving these instructions in text form, but not before the customer has received the product, nor before MOBOTIX’s duties to inform have been met under Article 246 Section 2 in combination with Section 1(1) and (2) EGBGB (Introductory Act to the German Civil Code). The timely sending of the cancellation or timely return of the product is deemed compliance with the cancellation period.**

**(3) The cancellation must be directed to: MOBOTIX AG, Kaiserstrasse, 67722 Langmeil, Germany.**

**(4) Cancellation consequences:**

**In the case of a valid cancellation, any services already received and any benefits already derived must be returned. This applies to both Contracting Parties. Where the customer is unable to return to MOBOTIX services received and benefits derived, or only partially or in a deteriorated condition, the customer must pay appropriate compensation to MOBOTIX. As for the product’s deterioration and benefits derived, the customer will have to pay compensation only to the extent that the benefits derived or deterioration can be traced back to a manner of handling of the product that exceeds the scope of testing the product’s characteristics and functions. “Testing the product’s characteristics and functions” is defined as testing and trying out the product in the same manner as one would in a retail shop. The customer must bear the regular costs of returning the product where the product delivered matches the one ordered and where the price of the product returned does not exceed an amount of EUR 40.00 (in words: forty euros) or where at the time of cancellation, involving a product at a higher price, the customer has not provided consideration or made a contractually agreed installment payment yet. Otherwise, the return of the product will be free of charge for the customer. Obligations for the reimbursement of payments must be met within thirty (30) days. The period commences for the customer upon sending its cancellation or returning the product; for MOBOTIX, upon receipt of the same.**

**(5) This concludes the instructions regarding cancellation.**

## **C. Final Provisions**

### **Section 12 Confidentiality**

- (1) The Contracting Parties are obligated to keep strictly confidential any and all information that they obtain or receive prior to and during the term of the agreement with respect to information concerning the respective other Contracting Party that is not generally known (“**Duty of Confidentiality**”). Neither Contracting Party will share such information (directly or indirectly) with a third party or use of its own or external purposes.
- (2) Particularly and without limitation, all trade and business secrets of the respective other Contracting Party are subject to the Duty of Confidentiality. Furthermore, this includes any other information regarding the present, former and future business of the Contracting Party, products, procurement sources and materials, operating and other costs, data, current customer lists, price lists and data concerning the pricing of products and services of the respective other Contracting Party and contained in the manuals, specifications, memoranda, forms, plans, documentation, drawings and drafts, designs, technical specifications, data, procurement sources, computer programs and documentation and which are deemed and classified - in a manner recognizable by the receiving Contracting Party - by the respective disclosing Contracting Party as confidential information and/or trade or business secrets.

- (3) Any statutory obligation of a Contracting Party, and any obligation agreed between the Contracting Party via these GTC and an agreement, for the confidentiality of trade and business secrets as well as confidential information, particularly with respect to the Duty of Confidentiality, will expressly continue to operate even after the termination of the respective agreement.
- (4) Any breach of the Duty of Confidentiality constitutes a substantial breach of contract.

### **Section 13 Jurisdiction**

Jurisdiction over all claims from and in connection with the agreement (including disputes regarding its scope and validity) lies with the courts in Kaiserslautern, Germany, where a place of jurisdiction can be agreed effectively. Mandatory statutory provisions on exclusive jurisdiction remain intact. **Where the customer is a consumer (Section 13 BGB), the place of jurisdiction is determined, in departure from Sentence 1, in accordance with the applicable statutory provisions.**

### **Section 14 Applicable Law**

The business relationship between MOBOTIX and the customer shall be exclusively governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on the International Sale of Goods and international conflict of law rules.

### **Section 15 Export Control**

- (1) The customer acknowledges and confirms that the products (including the software contained therein) are subject to the export control laws of the Federal Republic of Germany and that the re-export of the products may be subject to approval pursuant to the foreign trade law of the Federal Republic of Germany and/or of the country where the products are received.
- (2) As such, it is only the customer's responsibility to inform itself about the applicable provisions of the export country and to apply for and/or obtain any necessary regulatory and/or other permits for the export of the products. In addition, the customer is obligated to inform the recipients of the products exported in the same manner about export controls and to commit them to compliance with the respective applicable export control laws and other provisions regarding export controls. The customer assures and guarantees that it will implement appropriate strategies and procedures to ensure compliance with the above provisions.
- (3) As part of the MOBOTIX corporate policy to ensure compliance with these export control laws and other provisions regarding export controls, including embargoes and sanctions, as well as with the laws and regulations of the countries to which MOBOTIX sell products, technologies and/or software, the customer undertakes not to use, export or re-export, sell, re-sell, transfer in any other manner or make available any products, including components or parts thereof, for activities intended for the development, production, use or storage of nuclear activities of any kind, of chemical or biological weapons or missiles, of drones or microprocessors, or intended for military or terrorist uses.
- (4) Information and/or permits with respect to the export of the products from the Federal Republic of Germany can be obtained from the **Federal Office of Economics and Export Control (BAFA), Frankfurter Strasse 29-35, 65760 Eschborn, Germany.**

### **Section 16 Requirement of Written Form; Assignment**

- (1) Changes and additions to the agreement, as well as collateral agreements, must be made in writing for purposes of provability. The priority of individual agreement under Section 305b BGB remains intact.
- (2) Assignment of rights and/or obligations under the agreement and/or these GTC is permitted only with the prior written consent of the respective other Contracting Party. This does not apply to the assignment of claims for defects by a customer, who is a consumer (Section 13 BGB).

### **Section 17 No Waiver**

Where the customer breaches individual provisions of these GTC or of the agreement, and MOBOTIX do not impose any sanctions for such breach, it does not mean that MOBOTIX waive compliance with the provision breached by the customer, nor does it mean that the provision breached is waived by implied behavior.

### **Section 18 Data Protection**

- (1) MOBOTIX is entitled to store and process customer-based data provided by the customer as part of the business relationship in order to perform pre-contractual measures or for fulfilling a contractual obligation, Article 6 No. 1 lit. c) of the European General Data Protection Regulation.

### **Section 19 Notice about arbitration/resolution of customer disputes law**

Please note that we are neither willing nor obliged to participate in dispute resolution procedure initiated by consumer arbitration boards.