

## General Purchasing Terms of IVU Traffic Technologies AG (effective as of October 1<sup>st</sup>, 2020)

### 1. General provisions

1.1 All orders placed by IVU Traffic Technologies AG, doing business at Bundesallee 88, D-12161 Berlin, Germany (referred to hereinbelow as "IVU") are governed exclusively by the present General Purchasing Terms, unless deviating terms are expressly agreed in writing. Conditions of the contractor set out in the contractor's General Business Terms or in an order confirmation hereby are expressly objected to unless IVU expressly has given its prior written consent to their applicability. The present Purchasing Terms will apply even in cases in which IVU accepts the contractor's delivery/service without objection in the knowledge that there are terms and conditions in place with the contractor which contravene or deviate from the present Purchasing Terms.

1.2 By providing a first delivery under the present Purchasing Terms, the contractor acknowledges their exclusive applicability, also for all future orders.

1.3 Orders and contracts are binding only if they are issued in writing or confirmed in writing.

### 2. Delivery and dispatch

2.1 The delivery periods/deadlines specified in an order are binding and will be taken to mean the date of arrival at the place of performance, unless some deviating delivery date has been agreed by mutual agreement of the parties.

2.2 The place of performance will be the pre-determined intake point at the registered seat of IVU, unless the order placed by IVU specifies otherwise.

2.3 The contractor will give notice of any changes to the scheduled dates without undue delay, but in any case by no later than three days after becoming aware of them. In the event of the contractor defaulting on delivery, IVU will be entitled to charge liquidated damages for default in the amount of 0.2% of the order value of the delivery/service in default for each calendar day of such default, up to a maximum total of 10%.

2.4 The contractor must observe the shipping regulations of IVU and of the responsible shipper, respectively freight carrier. All shipping documents, written communications pertaining to the delivery/service, and invoices are to show the relevant order number(s) and articles number(s) used by IVU, as well as the article numbers used by the contractor.

2.5 The costs of packaging and the costs of shipment, including insurance, customs duties, and any other ancillary costs, are to be borne by the contractor (DDP Incoterms 2020), unless the parties expressly have agreed otherwise.

2.6 IVU will be entitled to refuse to take receipt of goods that are not delivered on the delivery date specified in the order, and to send them back or have them stored by third parties at the contractor's risk and expense.

2.7 The provision of partial deliveries or the rendering of partial services requires prior written consent from IVU. Even if IVU takes receipt of these without having granted its prior consent, this will not move the due date for IVU's payment obligations forward, nor will it constitute consent on the part of IVU to assume extra shipping costs. IVU reserves the right to acknowledge deliveries that exceed or fall short of the agreed scope in individual cases. If an excess delivery is made without prior written consent, then IVU will be entitled to refuse to take receipt of the delivery and to send it back to the contractor or to have it stored, whereby the contractor will bear the resulting expense.

### 3. Quality and Acceptance

3.1 The contractor warrants that the goods will conform to the submitted functional specifications, to the relevant standards, and to the applicable statutory provisions, particularly safety regulations and environmental protection regulations, including the *Verordnung über gefährliche Stoffe* (GefStoffV, Ordinance on Hazardous Substances), the *Elektro- und Elektronikgerätegesetz* (ElektroG, Act on the Placing on the Market, the Take-back and the Environmentally Sound Disposal of Electrical and Electronic Equipment), and the safety recommendations issued by the competent German technical bodies or professional associations, such as the *Verband der Elektrotechnik, Elektronik und*

*Informationstechnik* (VDE, Association for Electrical, Electronic & Information Technologies), the *Verein Deutscher Ingenieure* (VDI, Association of German Engineers), the *Deutsches Institut für Normung* (DIN, German Institute for Standardization), the *Verband Deutscher Verkehrsunternehmen* (VDV, Association of German Transport Companies (IEC and EN Standards)); the contractor also warrants they will reflect the respectively current advancements in technology.

3.2 The contractor is to ensure that all mobile devices used in buses, railways, street cars, and similar vehicles meet the corresponding conformance requirements for mobile deployment, including the "E mark" in accordance with the ECE R10 certification.

3.3 The contractor is to ensure that devices deployed in the railway sector comply with the following railway-related industrial standards: DIN EN 50121, EN 50155, EN 50500, and EN 45545.

3.4 The relevant certifications, test reports, and documentary evidence are to be included in the respective delivery to IVU at no charge whenever IVU so requests.

3.5 Each delivery/service made or rendered by the contractor is to be handed over at the intake point of IVU in exchange for a receipt confirmation, unless separate arrangements have been made regarding the acceptance of the delivery/service as compliant with contractual and statutory requirements (*Abnahme*, referred to hereinbelow as "Acceptance"). A quality inspection or technical Acceptance will not serve to replace such handover in exchange for a receipt confirmation, respectively the Acceptance.

3.6 IVU will examine the delivery/service for deficiencies within a reasonable period. The delivery of a different item or of a lesser quantity will be deemed equivalent to a deficiency. A deficiency notice will be deemed timely if lodged within two weeks' time. For deficiencies in quality and quantity that are readily apparent, the deadline period will begin running upon handover of the delivery/service to the intake point; for hidden deficiencies in quality and quantity, it will begin running once these are discovered.

3.7 Title to the goods, along with the corresponding risks, will pass to IVU once they have been handed over in exchange for a receipt confirmation, respectively once they have been accepted.

3.8 If a delivery or a part of a delivery is rejected as contractually non-compliant after being handed over in exchange for a receipt confirmation or on the occasion of its Acceptance, then the contractor must pick up and take back the delivery or a part of a delivery without undue delay at the contractor's own expense. Once a reasonable deadline for the return pick-up has expired, IVU will be entitled to ship the delivery or partial delivery back to the contractor at the latter's expense. In such cases as well, there will be no passing of risks to IVU until handover in exchange for receipt confirmation, respectively Acceptance, has been repeated.

3.9 Any delivery or partial delivery that is to undergo repeat repeat handover in exchange for receipt confirmation, respectively Acceptance, at the intake point, or that is to serve as a substitute for other deliverables, is to be re-delivered to IVU's intake point by the contractor at the latter's own risk and expense.

### 4. Payment terms

4.1 Invoices are to be issued to IVU without undue delay after shipment of the goods and must state the order number(s) and article number(s) used by IVU. Turnover tax must be itemized separately.

4.2 Payment will be made subject to proper delivery, correct pricing, and correct arithmetic calculation. If a deficiency covered by warranty is determined, IVU will be entitled to hold back a reasonable portion of the payment until the warranty obligation has been fulfilled.

4.3 Additions to and/or modifications of a delivery/service will be remunerated only if they were agreed in writing in a separate supplementary agreement before the delivery was made or the service was rendered.

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4.4 Unless agreed otherwise in writing, IVU will make payment within 14 days with a 3% discount or payment without deduction within 30 days. The period will begin running upon receipt of the invoice, but not before the risks of ownership have passed (i.e. after handover, respectively an agreed Acceptance procedure).

### 5. Offset and assignment

The contractor is entitled to offset only those of the claims receivable which are undisputed or which have been finally and conclusively affirmed by a court of law. The assignment of claims receivable against IVU is valid only with the latter's written consent.

### 6. Warranty

6.1 The contractor's warranty obligation is governed by the applicable statutory regulations, unless provided for otherwise hereinbelow.

6.2 The warranty limitation period will run for 24 months starting as of the passing of risks.

6.3 In the event of a deficient delivery, the contractor may freely elect to either provide IVU with free-of-charge substitute performance, or to grant a price abatement in keeping with the applicable statutory abatement regulations, or to remedy the deficiency free of charge. In urgent cases, IVU will be entitled to correct the deficiency on its own, or to have it corrected by a third party, or to obtain some other substitute, whereby the contractor must bear the corresponding expense in each case. The same will apply if the contractor defaults on fulfilling its warranty obligation.

6.4 If a delivery consists of several similar parts or components and a deficiency occurs that affects more than 10% of these components, then this will qualify as a serial deficiency. In such case, the operative assumption will be that the serial deficiency also affects the remaining parts, respectively components. If IVU so requests, the contractor in this case will be obligated to exchange all such parts and components (also the remaining ones), respectively to correct the serial deficiency, and to do so at no charge. IVU furthermore is entitled to cancel the entire deliverable. The contractor is entitled to demonstrate that the serial deficiency is not present in the remaining parts/components, respectively that it would be unreasonable for the contractor to have to perform as stipulated in sentence 3 above.

6.5 The contractor will be liable for any substitute deliveries and remediation work to the same extent as for the original deliverable, and thus specifically for shipping costs, travel costs, and labor costs. The warranty limitation period for substitute deliveries will not begin running until the day of the substitute delivery's arrival.

6.6 If third parties should assert claims against IVU for an infringement of rights, then the contractor will hold IVU harmless from said claims and will mount a legal defense against them at its own expense. IVU will inform the contractor of any third-party claims without undue delay. In the event the contractor fails to defend against such claims, or fails to do so to the required extent, IVU reserves the right to take any and all legal defense measures on its own. IVU will provide all relevant information and documentation in its possession to the contractor to assist the contractor in the legal defense. The contractor is to reimburse IVU for the costs that arise in connection with defending against such claims, unless said costs are reimbursed by the third-party claimant.

6.7 The prescription period for claims for infringement of the industrial property rights of third parties pursuant to Clause 6.6 amounts to two years and will begin running as of the close of the calendar year in which the claim arises and in which IVU became aware – or ought to have become aware without being grossly negligent – of the industrial property right infringement and of the legitimate claimant. The prescription period will be stayed upon IVU lodging a deficiency notice.

### 7. Liability

The contractor will be held liable in keeping with the applicable statutory regulations.

### 8. Insurance

The contractor enters into obligation to keep in place a product liability insurance policy providing for a coverage amount of at least two million euros for each loss event involving personal injury or property damage and to provide proof of such coverage to IVU upon its request.

### 9. Information and data

IVU retains ownership of any and all drawings, designs, samples, manufacturing guidelines, internal company data, work tools, installations, etc. which it entrusts to the contractor for purposes of submitting an offer or performing a contract. Such items may not be used, reproduced or made accessible to third parties for any other purposes, and must be kept in safe custody with the care expected of a prudent merchant.

### 10. Industrial property rights of third parties

The contractor gives an assurance that the proper, fit-for-purpose use of the goods purchased will not infringe upon any third-party rights, particularly the industrial property rights of third parties. Insofar as IVU nonetheless becomes the target of a claim asserted for the possible infringement of third-party rights, such as copyrights, patent rights or other industrial property rights, the contractor will, upon IVU's first demand, hold IVU harmless of said claim and of any performance and costs associated therewith.

### 11. Sundry provisions

11.1 The contractor hereby grants its revocable consent to having the personal data the contractor provides handled and processed for purposes of the respective contract and in accordance with applicable statutory regulations.

11.2 German law will govern exclusively, whereby the UN Convention on Contracts of the International Sale of Goods (CISG) is specifically precluded.

11.3 The place of jurisdiction is Berlin, Germany.

11.4 If individual provisions of the present General Purchasing Terms should be or become ineffective, then this will not affect the effectiveness of the remaining provisions herein. The parties will substitute without undue delay the ineffective provision by an effective one that comes as close as possible to the economic purpose of the ineffective provision. The same will apply in the event of the present Purchasing Terms having remained silent on any given matter.