

General Terms and Conditions of LUIS Technology GmbH

1. General Provisions, Applicability

- 1.1 These General Terms and Conditions (hereinafter "General Terms and Conditions") shall apply to all agreements between us, LUIS Technology GmbH, Hammer Deich 70, 20537 Hamburg, recorded in the Commercial Register at the Local Court of Hamburg under number HRB 139177, VAT ID No. DE304114776, managing directors: Dr. Matthias Feiste and Martin Groschke, or our affiliates within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG), including LUIS Technology B.V. (Hengelo), on the one hand, and you, our customer, on the other hand, regarding our products and services. Our General Terms and Conditions are applicable only if you are a commercial enterprise within the meaning of German law (Unternehmer) (§ 14 para. 1 of the German Civil Code (BGB), a public entity, or a public special investment fund (öffentliches Sondervermögen).
- 1.2 You may send any inquiries, notices, or declarations directly to our customer service center at the following address:
- LUIS Technology GmbH
Hammer Deich 70
20537 Hamburg
Germany
- Phone: +49 40 897 27 84-0 (weltweit)
Fax: 040-8972784-15
E-mail: service@luis.de
- 1.3 Any agreements specifically negotiated with you (e.g., master purchase agreements, quality assurance agreements) as well as any information included in our offers or order confirmations shall take precedence over these General Terms and Conditions.
- 1.4 Any of your own general terms and conditions that are different from, conflict with, or supplement our General Terms and Conditions shall become part of our agreement with you only if and to the extent that we have expressly consented to their applicability. No express objection to your general terms and conditions shall be required. Our General Terms and Conditions shall have exclusive applicability, even if we deliver products or services unconditionally and with full knowledge of your own general terms and conditions that differ from, conflict with, or supplement our General Terms and Conditions.

2. Offer and Acceptance

- 2.1 The presentation and advertising of our products and services are subject to change and constitute no binding offer by us to enter into a contract with you. When you place an order by letter, fax, email, or telephone, this shall constitute an offer by you to enter into a contract for the purchase of the ordered products and/or services with us, which shall be valid for a time period of two (2) weeks from the date it is made.

- 2.2 A valid and binding contract shall not result unless and until we accept your order in writing (order confirmation) or ship the ordered products.

3. Prices and Payment

- 3.1 Unless expressly provided otherwise in a particular case, all quoted prices (e.g., in product catalogs, advertising brochures, or any other commercial documentation) are net prices that exclude value-added tax (VAT) at the legal rate, which is due in addition to the quoted price. Any additional costs, including, without limitation, any shipping costs, will be itemized separately. You are responsible for any customs duties, fees, taxes, and other public charges and dues. If we deliver ordered products in installments in accordance with section 4.2, you will be responsible only for shipping costs for the first installment delivery. In addition to regular shipping costs, you are responsible for any additional costs incurred for expedited shipping, if expressly requested by you.
- 3.2 The purchase price shall be due in the full amount and without any deductions upon invoicing and delivery of the products. However, we reserve the right at any time, including in the course of an ongoing business relationship, to make delivery, in whole or in part, only upon prepayment. We will notify you of any required prepayment at the latest in the order confirmation.

4. Delivery Terms and Transfer of Risk

- 4.1 The delivery time shall be agreed upon on a case-by-case basis or will be specified by us at the latest when we accept the order. If this is not the case, we will make delivery as soon as possible, for shipments within Europe at the latest within approximately four weeks from the contract date and for shipments outside Europe at the latest within approximately eight weeks from the contract date. If a purchase agreement provides for shipment, delivery times and dates shall, unless expressly stated otherwise by us, refer to the point in time when the products are delivered to the designated carrier. Compliance with delivery times and dates is conditional upon timely performance of all cooperation obligations by the buyer.
- 4.2 Unless specifically agreed otherwise in a particular case or specified otherwise by us at the latest when we accept the order, delivery shall be made at our place of business (Hammer Deich 70, 20537 Hamburg, Germany), which shall also be the place of performance for delivery and any remedial performance. If delivery is agreed or specified to be made at a different location, this location shall be the place of performance for delivery and any remedial performance. Upon request and at the cost of the buyer, we will ship products to a different shipping destination (mail order sale). Unless agreed otherwise, we shall have the right to select the mode of shipment (including, without limitation, the carrier, method of shipment, and packaging). The risk of accidental loss or damage of ordered products shall transfer at the latest when the products are delivered to the buyer. For mail order sales, the risk of loss shall however transfer already when the products are handed over to the designated carrier. We shall have the right to make delivery in installments, to the extent not unduly burdensome for you. Unless agreed otherwise, delivery will be made to the delivery address specified in your order.

- 4.3 If a mail order sale provides for a shipping destination in another country, the buyer shall notify us in written form (email being sufficient) of (i) all required documents and (ii) all laws, regulations, and requirements applicable to importing the ordered products into the country of destination. Unless otherwise agreed in writing, we shall have no obligation to take any steps to ensure that products and/or their packaging are in compliance with any laws, regulations, or requirements applicable to importing products into the country of destination. The buyer is responsible for obtaining any import permit as well as any other permits, approvals, or documents that may be required in connection with the import of ordered products into the country of use and/or in connection with any transportation of ordered products through third countries. The buyer assumes the risk of any import bans, whether such bans take effect before or after the contract date. The buyer is responsible for any costs, customs duties, or fees, etc., incurred in connection with the export or import of ordered products.
- 4.4 In the event that we are unable, for reasons for which we are not legally responsible, to comply with a binding delivery date (hereinafter "Impossibility of Performance"), we shall notify you thereof, including the anticipated new delivery date, without undue delay. If delivery is also impossible by the new delivery date, we shall have the right to rescind the agreement, in whole or in part; any payment you have already made shall be refunded to you without undue delay. Impossibility of Performance within the meaning of this provision shall include, without limitation, any untimely delivery by our partners, manufacturers, or suppliers, provided that we have entered into a congruent purchase agreement (kongruentes Deckungsgeschäft) with one of our partners, manufacturers, or suppliers, we are not at fault for the Impossibility of Performance, or we have no obligation to procure products under the terms of the purchase agreement.

5. Retention of Title

- 5.1 We shall retain title to all delivered products until all claims arising from the purchase agreement or the ongoing business relationship (hereinafter the "Secured Claims") have been paid.
- 5.2 Products subject to retention of title (hereinafter the "Secured Goods") may not be pledged or assigned for security purposes to any third parties prior to full payment of all Secured Claims. You are required to notify us without undue delay and in written form (fax or email being sufficient) if a petition for insolvency has been filed or if any Secured Goods are subject to attachment or similar proceedings brought by any third parties. If and to the extent that a third party is unable to reimburse us for the costs of a legal action brought in accordance with § 771 of the German Code of Civil Procedure (ZPO), whether incurred in or out of court, you shall be liable to us for such costs.
- 5.3 We shall have the right to rescind the agreement in accordance with applicable law and to demand surrender of the Secured Goods, if you are in breach of contract, including, without limitation, if you fail to pay the purchase price when due.
- 5.4 You shall treat the Secured Goods with due care and adequately ensure the Secured Goods at your own cost and at replacement value for the risks of theft, fire damage, and water damage.

- 5.5 You may resell the Secured Goods in the ordinary course of business and process the Secured Goods. You hereby assign to us in the full amount all claims resulting from any resale of the Secured Goods and any other claims related to the Secured Goods you may have against your buyers or third parties (including, without limitation, any tort claims and claims for payment of insurance proceeds), including any claims for payment based on current accounts. This assignment shall be valid irrespective of whether the Secured Goods are resold in original or processed form. You have the right to collect claims even after their assignment, as long as we do not revoke this right. Our right to collect claims ourselves shall remain unaffected thereby. However, we shall not collect claims or revoke your right to collect claims, as long as you comply with your payment obligations related to proceeds from a resale of the Secured Goods, you are not late with payment, and, in particular, no petition for insolvency is filed with respect to your assets.
- 5.6 If you process or otherwise modify the Secured Goods, the resulting changes shall in each case inure to our benefit. If the Secured Goods are combined with any other items that are not our property, we shall acquire a coownership interest in the resulting new product based upon the proportion of the value of the Secured Goods and the value of the other processed items. The same shall apply if the Secured Goods are inseparably mixed, commingled, or combined with any other items. If the Secured Goods are mixed, commingled, or combined with any other items in such a way that the Secured Goods constitute the primary component, we shall acquire a coownership interest in the resulting product based upon the same proportion. We hereby accept the foregoing assignment. You shall hold our exclusive ownership or coownership interest in bailment for us.
- 5.7 We hereby assign to you, and you hereby accept the assignment of, all claims assigned to us and all ownership interests acquired by us in accordance with this section 5, subject to occurrence of the conditions defined in section 5.1 above;
- 5.8 We agree to release our security interests in the Secured Goods upon your demand, if and to the extent that the value of those interests exceeds the value of the Secured Claims by more than 20%.

6. Warranty

- 6.1 Our warranty covers defects in quality and defects in title of delivered products in accordance with applicable law, unless provided otherwise below. The customer is responsible for the appropriate selection and use of our products. The warranty does not cover damages resulting from improper use (including use for unintended purposes), installation, operation, or storage of our products or damages caused by the customer or any third parties.
- 6.2 In the event of any defects in quality or defects in title, we may, at our sole option, either repair or replace the defective products.
- 6.3 Notwithstanding § 438 para. 1 no. 3 of the German Civil Code (BGB), the limitation period for any claims based on defects in quality or defects in title generally shall be one year from the date of delivery. Special statutory provisions regarding the limitation of claims (including, without limitation, § 438 para. 1 no. 1 and 2, § 438

para. 3, and §§ 444 and 445b of the German Civil Code (BGB) and any indemnity claims based on claims brought by consumers shall remain unaffected thereby.

- 6.4 Warranty claims of a merchant within the meaning of German law (Kaufmann) require that the merchant has complied with its legal examination and notice of defect obligations (§§ 377 and 381 of the German Commercial Code (HGB)). Items which, given their nature and intended purpose, will be installed into or attached to another item must be examined at the latest prior to installation or attachment. If sold products are resold, you are required to impose the same examination obligations on the buyer, provided that the buyer likewise is a merchant within the meaning of German law (Kaufmann) and is, in turn, required to impose the same obligations upon any subsequent buyers of the products in the supply chain who are merchants within the meaning of German law (including the obligation to impose the same obligations upon any subsequent buyers).
- 6.5 The warranty for LUIS TURN DETECT 4.0 Calibration and Setting Software is, in addition, subject to the provisions of section 8.3.

7. Liability

- 7.1 In cases of contractual or noncontractual liability, our liability to you shall be limited to intentional or grossly negligent actions or omissions as provided by applicable law.
- 7.2 In any other cases, we shall be liable only for a negligent breach of contractual obligations whose performance is a prerequisite for due performance of the agreement and upon whose compliance the buyer may generally rely (so-called cardinal obligations), and our liability in such cases shall be limited to reasonably foreseeable damages. Our liability in any other cases is hereby excluded.
- 7.3 The above exclusions and limitations of liability shall not apply if we have fraudulently concealed a defect, if we have made express guarantees, if damages involve harm to life, limb, or health, or if provided otherwise by mandatory provisions of applicable law. Our liability under the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected thereby.
- 7.4 If and to the extent that our liability for damages is excluded or limited herein, such exclusions or limitations shall also apply for the benefit of our legal representatives and agents.

8. Supplementary Provisions for LUIS TURN DETECT® 4.0 Calibration and Setting Software (hereinafter "TURN DETECT Software") and LUIS products containing software (hereinafter collectively the "Software")

- 8.1 A copy of the Software shall be made available in object code or as part of a product, in exchange for payment of the agreed one-time fee, for an unlimited time period, and in the most recent version available on the contract date. LUIS TURN DETECT® Software shall be delivered and made available by online download or electronic transfer or, if applicable, by delivery of the product. Installation and implementation of the LUIS TURN DETECT® Software requires participation in the

TURN DETECT® 4.0 training offered by LUIS. We shall have no obligation to provide software installation, user support, customer-specific adaptations, updates, or any other services beyond the sale of the Software. You are responsible for meeting the system requirements for operation of the Software as specified in the installation instructions. You agree to take appropriate action to prevent any unauthorized access to the Software by third parties. The original file made available, as well as any backup copy of the LUIS TURN DETECT® Software, shall be labeled as such and stored at a secure location preventing unauthorized access by any third parties. You agree to advise your staff that they are required to comply with these terms and conditions as well as with the provisions of the German Copyright Act (UrhG).

- 8.2 Subject to full payment of the purchase price for the LUIS TURN DETECT® Software or the product containing the Software, we hereby license to you, for an unlimited time period, a nonexclusive, nonsublicensable, and nontransferable right to use the Software, subject to the proviso that the LUIS TURN DETECT® Software shall be used only for vehicles of your own business operations (and, if you are a repair shop, for purposes of providing services to your customers). Permitted use shall include installation, loading, display, and use of the Software and - with respect to the LUIS TURN DETECT® Software - creation of a backup copy. Any other use of the Software, including, without limitation, any reproduction, dissemination, publication, editing, decompilation, or other type of reverse engineering of the Software, is prohibited, unless you have a right to do so under the conditions of § 69e of the German Copyright Act (UrhG). You have no right to make a copy of the Software, or any backup copy thereof, available to any third parties, including, without limitation, by leasing, renting, or otherwise granting rights of use to any third parties. The only exception is the right to make your copy of the Software available to a third party for an indefinite time period within the scope of the rights licensed hereunder, subject to the proviso that, in the event that the Software is part of a product, this exception shall apply only if the product containing the Software is made available to the third party for an unlimited time period. In such case, you agree to fully discontinue your own use of the Software on the contract date and to delete all copies of the Software, unless you are required by law to store a copy of the Software for a longer time period, in which case you shall not use the Software otherwise. Upon our demand, you shall allow us to verify that the Software is used as agreed.
- 8.3 We hereby advise you that, given the current state of the art, any software is associated with a risk of technical errors. You hereby acknowledge that malfunctions of the Software cannot be ruled out, even with utmost care. We assume no liability for any defects in quality resulting from improper use of the Software or any failure by you to meet, in whole or in part, any requirements for proper use of the Software. We further assume no liability for any defects involving minor discrepancies from the agreed quality of the Software or minor impairments of the Software's suitability for its intended purpose. In the event of any problems with the Software, you shall make good faith, best efforts to assist us with the error diagnosis and, if necessary, provide us with access to your IT systems and follow our instructions for the elimination of any errors.

9. No Assignment, No Offset, No Right to Refuse Performance

- 9.1 Except with our prior written consent (fax or email being sufficient), you shall not assign your rights under the agreement to any third parties, in whole or in part.
- 9.2 Furthermore, you shall have no right to offset any counterclaims against any of our claims, unless your counterclaims have been established by a final and conclusive court judgment or are undisputed. You may offset any counterclaims against our claims only if you claim defects or bring counterclaims based upon the same purchase agreement.
- 9.3 Any right to refuse performance based upon counterclaims may be exercised only if your counterclaims arise from the same purchase agreement.

10. Final Provisions

- 10.1 We own all rights to trademarks, images, films, and texts used in our advertising materials. Any use of our trademarks, images, films, or texts without our express written consent is prohibited.
- 10.2 We shall have the right to name you as a reference customer in our list of references, on our website, and in any other advertising or information materials, including the right to use your corporate logo. You may object to such use at any time for any or no reason, in which case we shall use up any remaining physical materials available to us and discontinue any further reference to your name and any further use of your corporate logo.
- 10.3 The agreement shall be governed exclusively by the substantive laws of the Federal Republic of Germany, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 10.4 Provided that you are a merchant within the meaning of German law (Kaufmann) and are domiciled in Germany at the time the order is placed, or you are a public entity or a public special investment fund, exclusive venue and jurisdiction for any and all disputes arising from or in connection with the agreement shall be in the courts of Hamburg, Germany. In all other respects, venue and international jurisdiction shall be governed by applicable law.
- 10.5 Dispute resolution: The EU Commission has created an online dispute resolution platform. The platform allows for the out-of-court settlement of disputes involving contractual obligations arising from purchase agreements. Additional information is available at the following link: <http://ec.europa.eu/consumer/odr>. However, we neither agree, nor have any obligation, to participate in any dispute resolution proceeding before a consumer mediation board.
- 10.6 If any provisions of these General Terms and Conditions should be invalid, the validity of the remaining provisions shall remain unaffected thereby.