

## **§ 1 Applicability and Amendment of the GTC**

1.1 MOBIWORX GmbH (hereinafter referred to as "MOBIWORX") develops, produces, and sells comprehensive telematics solutions. These General Terms and Conditions exclusively apply to all contracts concluded with its contractual partners (clients/buyers). Deviating terms and conditions of the contractual partner will not apply, even if MOBIWORX does not explicitly object to them. Deviations from these terms will only become part of the contract if MOBIWORX explicitly agrees to them in writing.

1.2 These General Terms and Conditions apply, subject to future amendments in ongoing obligations, until all claims arising from the contractual relationship are fully settled.

1.3 If amendments to the General Terms and Conditions become necessary during ongoing contracts, MOBIWORX will notify the contractual partner. The partner has one month from the receipt of the amendment notice to object in writing. If no objection is raised, the amendment will become effective and part of the contract after this period.

## **§ 2 Conclusion of the Contract, Consent to Creditworthiness Check, and Security Provisions**

2.1 If the contract is not documented by a jointly signed written agreement, it comes into effect based on the client's written order and the subsequent acceptance by MOBIWORX. Offers from MOBIWORX are valid for three months but are always subject to change and non-binding.

2.2 MOBIWORX, with the contractual partner's consent, is entitled to obtain creditworthiness information from credit agencies or credit insurance companies. Upon request, MOBIWORX will provide the contact details of these entities.

2.3 If the client/partner is in default or if creditworthiness is doubtful, MOBIWORX may demand an appropriate security deposit to continue providing services.

2.4 MOBIWORX reserves the right to satisfy claims from existing securities and to demand replenishment if the security is utilized.

2.5 Security deposits will be released once the contract ends and all claims are settled.

### **§ 3 Scope of Services and Performance Issues**

#### **3.1 Scope of Services**

MOBIWORX provides the services described in the confirmed order or the contract with the client/contractual partner to the extent agreed upon in the contract. Devices are typically delivered or installed at the client/contractual partner's location within a maximum of eight weeks from the conclusion of the contract. Access to the evaluation portal is generally activated within three working days after the installation of the devices.

MOBIWORX reserves the right to use third parties to fulfill its obligations.

#### **3.2 Warranty of Features**

The warranty for specific suitability or properties of the delivered goods requires an explicit written declaration by MOBIWORX.

Statements in brochures, annexes, documentation, manuals, or instructions, as well as comments made by agents, representatives, or third parties regarding the goods, or public representations of product properties, do not constitute warranties, especially if they do not supplement or modify the product description in the contract. The features specified in the service description of the contract comprehensively and conclusively define the characteristics of the delivered item.

### **3.3 Software Development**

If MOBIWORX undertakes the development of custom software as part of a project for the client/contractual partner, the completed product will be provided either on MOBIDAT devices or on the MOBIWORX-operated online platform, mobidat.com. The development is always based on a corresponding requirements specification. Delivery of the source code, third-party components, and internal program specifications to the client/contractual partner is excluded. All copyrights remain with MOBIWORX.

### **3.4 Telecommunications**

The telecommunications services used by MOBIWORX for telematics services are partially limited to the reception and transmission areas of the radio stations operated by the respective mobile network provider.

These services may be affected by atmospheric conditions, topographical features, or obstacles such as bridges, tunnels, or buildings.

Internet usage may also be limited due to additional impairments, such as network overloads, including those within the client/contractual partner's own network.

The client/contractual partner is expressly informed of these potential disruptions. Such disruptions, which are beyond MOBIWORX's control, do not constitute defects in MOBIWORX's contractual services and do not entitle the client/contractual partner to warranty claims, including demands for rectification, price reduction, withdrawal, or compensation for damages. They also cannot be used to justify withholding contractual obligations or payments.

### **3.5 Changes to the Scope of Services**

If changes to the internet, mobile, or landline networks necessitate adjustments to the scope of telematics services, MOBIWORX will inform the client/contractual partner as promptly as possible about the nature and timing of the changes. The client/contractual partner must provide an email address for this purpose. In cases of significant limitations in service scope, the client/contractual partner

may terminate the contract extraordinarily within one month of receiving the change notification, but not before the effective date of the change.

### **3.6 Performance Disruptions**

Disruptions in the provision of MOBIWORX's contractual services caused by force majeure, including strikes, lockouts, and governmental orders, as well as technical or other measures required at MOBIWORX's facilities or those of downstream service providers and network operators (e.g., repairs, maintenance, software updates, or expansions), or temporary capacity shortages due to peak loads in telematics services, mobile, or landline networks, and the internet, do not entitle the client to claims or rights against MOBIWORX.

MOBIWORX is not liable for such disruptions but assures that it will make all reasonable efforts to eliminate or mitigate them promptly.

## **§ 4 Obligations of the Client/Contractual Partner**

**4.1** The client/contractual partner agrees not to use the telematics solutions in a manner that violates the contract or applicable law, either directly or through third parties.

**4.2** If vehicle devices are provided to the client/contractual partner for use as part of the agreed service scope, they are responsible for proper care and secure storage of the devices. If these devices are not subject to a purchase agreement, they are provided based on a rental contract or as part of a test arrangement and remain the property of MOBIWORX. Should the devices or any of their components, including but not limited to SIM cards provided for GSM/GPRS services, be damaged through improper handling, vandalism, accidents, or similar actions, or be lost, the client/contractual partner is liable for compensating MOBIWORX for the damages.

**4.3** The client/contractual partner must allow MOBIWORX to remotely install system updates for telematics software. MOBIWORX will notify the client/contractual partner in advance about such measures.

**4.4** The client/contractual partner is obligated to promptly report any disruptions related to the contractual relationship to MOBIWORX, regardless of the nature of the disruption. MOBIWORX is not liable for damages or performance issues arising from delayed reporting.

**4.5** The client/contractual partner must immediately inform MOBIWORX of any changes to their name, legal structure, business address, billing address, or bank details.

**4.6** Where applicable rights of co-determination exist, the client/contractual partner must inform their works council, personnel, or employee representation, as required by law, about the intended use of the telematics services and, if necessary, involve them in shaping the use of these services.

## **§ 5 Warranty**

**5.1** For contracts involving the development of software and/or hardware, MOBIWORX guarantees the functionality of the delivered software and hardware in accordance with the specifications or requirements outlined in the project documentation. The client/contractual partner is responsible for fulfilling their obligations in handling the software, hardware, and data assets. Any violations of contractual obligations or functional defects caused by the client/contractual partner or their agents or users exclude any warranty claims against MOBIWORX.

**5.2** For standard product purchases, warranty claims are excluded for minor deviations from agreed or assumed specifications or for insignificant impairments to usability. A defect is only present if it significantly diminishes the value or usability of the delivered hardware or software for the agreed or customary purpose.

**5.3** Warranty claims are excluded if the hardware or software is altered by the client/contractual partner or third parties, particularly if the functional scope agreed upon with MOBIWORX is modified. For hardware, this applies to changes deviating from MOBIWORX specifications or agreements. Warranty claims are also excluded for self-installation work by the client/contractual partner unless the installation is approved by MOBIWORX.

**5.4** The client/contractual partner must inspect the goods delivered by MOBIWORX for defects and quality immediately upon receipt and report any claims in writing within 14 calendar days, providing sufficient detail and reproducible technical data if applicable. Defects discovered later must be reported within 14 calendar days of detection. Timely submission of the notice suffices to meet the deadline.

If a reported defect is determined by MOBIWORX to not exist, and the client/contractual partner was aware or negligently unaware of this at the time of reporting, they must reimburse MOBIWORX for the costs incurred in addressing the report. The client/contractual partner may prove that the defect does exist. MOBIWORX is entitled to claim reimbursement for the costs of inspections or requested repairs if no defect is found.

**5.5** Warranty claims do not cover damages caused by the client/contractual partner, such as improper handling, exposure to environmental factors, or natural wear and tear.

**5.6** For software, it is explicitly stated that the software is only suitable for the purposes specified by MOBIWORX or agreed upon by the parties. Misuse or use for unintended purposes does not constitute a warranty-covered defect.

**5.7** The limitation period for claims and rights due to defects in MOBIWORX's deliveries or services is one year. This applies to all damages related to the defect. However, the limitation period does not apply to damages caused by intentional or grossly negligent breaches, injuries to life, body, or health, or claims under the Product Liability Act.

**5.8** In the event of a defect attributable to MOBIWORX, the company may choose to remedy the defect or provide a replacement delivery.

**5.9** If the defect is not remedied after three unsuccessful attempts, the client/contractual partner may seek compensation or terminate the contract.

**5.10** Should rectification fail, the client/contractual partner may withdraw from the contract or request a price reduction. MOBIWORX must be informed within a reasonable period if the client/contractual partner chooses to withdraw.

**5.11** In case of withdrawal, the client/contractual partner must account for any benefits derived from the use of the goods. Usage benefits are calculated proportionally based on the purchase price and the expected total service life of the goods, unless the defect prevented usage.

## **§ 6 Temporary Suspension of Telematics Services**

MOBIWORX reserves the right to temporarily suspend telematics services for the following reasons:

- If there is a significant deviation from the contractually agreed use.
- If modifications or maintenance of the system are necessary.
- If circumstances indicate a significant deterioration in the financial condition of the client/contractual partner, and no adequate security is provided to ensure their obligations are met.
- If rented or leased vehicle devices or SIM cards are lost, damaged, or destroyed.
- If the client/contractual partner violates contractual or legal provisions.
- In cases of payment default by the client/contractual partner.

If the above circumstances are attributable to the client/contractual partner, their obligation to pay the agreed monthly fees (base prices) remains unaffected.

## **§ 7 Prices, Payment Terms, Due Dates, and Defaults**

### **7.1 Vehicle Devices**

The prices stated in the order confirmation or contract apply. If no such indication exists, the daily prices valid at the time of the order's receipt by MOBIWORX shall apply.

### **7.2 Portal Usage Fees**

MOBIWORX issues invoices to the client/contractual partner monthly, quarterly, semi-annually, or annually after activation for the base prices and any telematics services used beyond the agreed scope. Any additional telematics services utilized by the client/contractual partner beyond the agreed scope are considered additional orders and are chargeable beyond the agreed base prices. Billing is based on the tariffs published by MOBIWORX and communicated to the client/contractual partner in the applicable price list.



The payment obligation begins with the first receipt of productive telematics data in the portal. From that point, MOBIWORX is entitled to issue the usage fee invoice.

### **7.3 Net Prices and VAT**

Prices in the price lists, announced tariffs, and any other listed prices are net amounts, excluding VAT. The applicable VAT will be invoiced separately.

### **7.4 Payment Terms**

The payment is due in full upon delivery or acceptance. For standard product deliveries, the goods are deemed accepted upon the start of use by the client/contractual partner.

### **7.5 Development of Software and/or Hardware**

When software and/or hardware development is part of the contract, it requires a specific offer and explicit commissioning by the client/contractual partner. In such cases, 80% of the amount is due upon delivery of the commissioned items, and the remaining 20% is due after approval by the client/contractual partner. Approval or acceptance is documented in writing with a protocol. If no written complaint is made within two weeks of delivery, the items are considered accepted, and the remaining 20% becomes due. In the case of complaints, the items are considered accepted after resolving the issues identified. A two-week objection period applies following the resolution, after which acceptance is deemed successful.

### **7.6 Default in Payment**

The client/contractual partner will be in default 14 calendar days after the due date without further notice from MOBIWORX if payment is not made. In the event of defects, the client/contractual partner is not entitled to withhold payment

unless the delivery is evidently defective, or there is a clear right to refuse acceptance. In such cases, the client/contractual partner may withhold up to 20% of the contract sum until the defect is remedied. The client/contractual partner cannot assert claims or rights regarding defects if due payments have not been made, as long as the outstanding amount is proportionate to the value of the defective delivery or work.

### **7.7 Price Adjustments**

During the term of the contract, MOBIWORX may adjust the agreed base prices and tariffs for products and ongoing services. Price increases and tariff changes are permissible if material costs or market-driven procurement prices increase during the contract term. Prices or tariffs with a fixed validity period remain unchanged during the specified period.

### **7.8 Refunds**

Any refund claims by the client/contractual partner will be credited to their account or offset against the next due payment.

### **7.9 Payment Deadlines**

Unless otherwise agreed, invoices are due immediately and must be paid without deductions. Cash discounts must be agreed upon separately. Payments must be made cashless to MOBIWORX's account.

### **7.10 Offsetting Claims**

The client/contractual partner may only offset claims against MOBIWORX's claims if they are undisputed or legally established.

### **7.11 Late Payment Interest**

In the event of payment default, interest at a rate of 8% above the base interest rate will be charged, without prejudice to further claims for damages due to late payment.

### **7.12 Temporary Service Suspension**

In cases of payment default, MOBIWORX may suspend telematics services until the client/contractual partner has settled their outstanding payments or provided sufficient security to cover at least the overdue amounts.

### **7.13 Extraordinary Termination**

If the client/contractual partner defaults on partial payments amounting to at least twice the base prices, MOBIWORX is entitled to terminate the contract with immediate effect.

### **7.14 Invoice Disputes**

Objections to invoices must be submitted in writing within one month of receipt. Otherwise, the invoice balance is considered accepted.

## **§ 8 Cost Allocation**

In addition to the monthly usage fees for services exceeding the agreed contractual scope, the client/contractual partner is responsible for the following costs:

- Procurement costs for devices and accessories, as well as optional features.
- Installation, basic, and usage fees for their internet connection.
- Costs for mounting or dismantling devices in vehicles.

- All costs related to the transmission of telematics data and additional expenses for calls and data transfers on the provided SIM cards for GSM/GPRS services.
- This includes roaming charges for usage abroad.
- Inspection costs if a reported malfunction is found to have been caused by the client/contractual partner.
- Costs for travel time, mileage allowances for trips to the client/contractual partner, and accommodation expenses incurred due to the geographical distance to the client/contractual partner or third parties designated by them for the fulfillment of the contractual relationship.

## **§ 9 Commencement and Duration of the Contractual Relationship / Termination**

**9.1** Unless otherwise agreed, the contractual relationship has no fixed term and begins with the first use of the product delivered by MOBIWORX or on the contractually agreed date. The minimum term is one year.

The contract is automatically extended by 12 months unless it is terminated at least three months before the end of the respective term.

**9.2** The right to extraordinary termination for the reasons specified in these General Terms and Conditions or for other significant reasons remains unaffected.

**9.3** Termination must be made in writing.

## **§ 10 Data Protection**

**10.1** The client/contractual partner agrees that the personal data listed in the contract/order form may be processed by MOBIWORX for the purpose of invoicing charges and services between MOBIWORX and the client/contractual partner, as well as between MOBIWORX and its sales partners.

**10.2** Data processing is carried out based on Article 6(1)(b) of the GDPR, as it is necessary for the fulfillment of the contract between MOBIWORX and the client/contractual partner.

### **10.3 Types of Data Processed:**

- Basic data (e.g., name, address, legal form)
- Contact data (e.g., telephone number, email address)
- Contract data (e.g., contract duration, type of services ordered)
- Payment data (e.g., bank details, invoices)

### **10.4 Purposes of Data Processing:**

- Provision and billing of telematics services
- Maintenance of customer relationships
- Compliance with legal obligations (e.g., tax retention requirements)
- Ensuring the security and functionality of telematics services

### **10.5 Rights of the Client/Contractual Partner:**

The client/contractual partner has the following rights concerning their personal data:

- Right of access (Article 15 GDPR)
- Right to rectification (Article 16 GDPR)
- Right to erasure (Article 17 GDPR)

- Right to restriction of processing (Article 18 GDPR)
- Right to data portability (Article 20 GDPR)
- Right to object to processing (Article 21 GDPR)

#### **10.6 Right to File Complaints with a Supervisory Authority:**

If the client/contractual partner believes that the processing of their data violates the GDPR, they have the right to lodge a complaint with a competent supervisory authority (Article 77 GDPR). In Germany, this is typically the data protection officer of the relevant federal state.

#### **10.7 Duration of Data Retention:**

Personal data will be retained for the duration of the contractual relationship and beyond, in accordance with legal retention requirements. After these periods expire, the data will be deleted unless it is still required for contract fulfillment or the establishment, exercise, or defense of legal claims.

#### **10.8 Data Sharing:**

The sharing of personal data with third parties will only occur if it is necessary for contract fulfillment (e.g., to telecommunication service providers or sales partners) or if MOBIWORX is legally obligated to do so. MOBIWORX ensures that third parties processing personal data on behalf of MOBIWORX also comply with GDPR regulations.

#### **10.9 Data Protection Contact:**

The client/contractual partner may contact MOBIWORX's Data Protection Officer for questions or to exercise their rights:

- **Email:** [datenschutz@mobiworx.de](mailto:datenschutz@mobiworx.de)

## **§ 11 Jurisdiction and Applicable Law**

The exclusive place of jurisdiction is the registered office of MOBIWORX GmbH. Exclusive jurisdictions, such as for judicial dunning procedures, remain unaffected.

The legal relationships between the parties are governed by German law, excluding the conflict-of-law rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## **§ 12 Miscellaneous Provisions**

**12.1** All agreements, especially amendments to the contract and changes to the General Terms and Conditions, must be in writing. Any oral side agreements are invalid.

**12.2** The client/contractual partner may only transfer rights and obligations under this contract to third parties with the consent of MOBIWORX.

**12.3** These conditions also apply to all future transactions between the contracting parties.

**12.4** If individual provisions of the contract and/or these General Terms and Conditions are invalid, the contract and the General Terms and Conditions remain otherwise valid. This does not apply if maintaining the contract would result in unreasonable hardship for one of the parties.

Effective as of January 1, 2025

MOBIWORX GmbH