

STANDARD KRONE TELEMATICS CONTRACT TERMS

I. Standard KRONE TELEMATICS contract terms

1. General

These General KRONE TELEMATICS terms and conditions (GKTCTs) apply upon conclusion of KRONE TELEMATICS contracts with persons who conclude these contracts in the exercise of their commercial or independent commercial activities (contractors) and with legal entities or incorporated partnerships acting in a commercial capacity.

The general KRONE TELEMATICS terms and conditions apply exclusively. Conflicting or deviating terms of the contracting partner (hereinafter "Customer") are not recognised by KRONE unless KRONE has explicitly agreed to their application in written or electronic form within the meaning of Section I 2.2. The GKTCTs also apply if KRONE without reservation performs the services in full knowledge that the Customer's terms and conditions conflict with or deviate from KRONE's GKTCTs. All agreements made by KRONE with the Customer for the purpose of executing the KRONE TELEMATICS contract are set out in this contract. Oral ancillary agreements do not exist.

2. Conclusion of the contract and contract duration

2.1. The Customer concludes a KRONE TELEMATICS contract with KRONE for the vehicle specified in more detail in the contract (hereinafter "Vehicle").

2.2. Conclusion of a KRONE TELEMATICS contract and of amendments to contracts (including this Section I 2.2), unless otherwise agreed, are required to be in written or electronic form. The form requirements are deemed to be satisfied by the exchange of declarations of offer and acceptance, each of which has been supplied with a simple electronic signature using a chosen signature service (e.g. DocuSign, Adobe Sign). A simple electronic signature created in a different way (e.g. email, scanned signature) does not satisfy the requirement of written or electronic form within the meaning of this section I 2.2 unless otherwise agreed. For the purpose of concluding the contract by electronic signature using a chosen signature service (e.g. Adobe Sign, DocuSign), KRONE is entitled to provide the Customer with documents electronically using the respective signature service chosen by KRONE at its reasonable discretion. The Customer is free to use or reject the option of signing the contract by means of an electronic signature using a signature service. In the latter case, the Customer will be sent the contract documents by post for the purpose of signing by their own hand.

2.3. The duration of the contract is 60 months from the signing of the contract, unless otherwise agreed in the respective KRONE TELEMATICS contract.

2.4. The contract will be extended for successive periods of twelve months unless it is duly terminated in writing by one of the parties with six month's notice before expiry of the contract duration. The statutory right to extraordinary termination remains unaffected.

Contracts that were concluded through a one-off payment or by inclusion in the Vehicle purchase price are excepted from tacit extensions of contract.

3. Period of entitlement to services

The contractually agreed services in accordance with the telematics packages selected in the contract, including optional additional telematics options, can be used by the Customer until the end of the contract period at the latest.

4. Remuneration, price adjustment

4.1. The Customer is obligated to pay the agreed monthly usage fees. Additional fees are to be paid in accordance with the provisions in Section II 7. The first fee is due and payable upon activation of the Vehicle. The remaining usage fees are due at the beginning of each month.

4.2. All payments due from the Customer are debited via SEPA B2B Direct Debit. For this purpose, the Customer issues to KRONE a SEPA B2B Direct Debit Mandate to debit the payments owed in connection with this contract from the former's account nominated in this contract.

4.3. If the value-added tax is changed, the service rate will be adjusted accordingly from the effective date of the changed value added tax rate until the end of the contract.

4.4. After twelve months, KRONE is entitled to request the Customer's consent to a reasonable adjustment of the fees for the contractual services in text form at minimum. However, this is conditional on an increase in the costs incurred by KRONE for delivering the contractual service in the second half of the previous contract year of at least 15% compared to the first half of the previous contract year. The increase in fees therefore reflects the increase in costs. The Customer's approval is deemed to be granted unless the latter objects within two weeks. In the event of an objection by the Customer, the previous fees will continue to apply. However, KRONE is then entitled to terminate the contractual relationship – in written form at minimum – with one month's notice effective at the end of a month.

II. Additional terms

1. KRONE services and data call-off period

KRONE will offer the Customer optional telematics services. This offer requires that the Customer has a vehicle equipped with telematics and that the telematics unit records specific data and information from the transport device at specific intervals and sends this data and information to KRONE via a mobile communications connection.

KRONE will process the data in accordance with the booked scope of services and provide this data to the Customer in the Customer's own individual KRONE TELEMATICS portal. The respective scope of services depends on the telematics package that is booked. The service portal can be accessed at www.kronetelematics.com. To log in, the login data provided by KRONE must be entered.

KRONE is entitled to engage the services of third parties to fulfil its contractual obligations or to pass on certain services to third parties. Services provided by third parties are only attributable to KRONE if they have been performed on KRONE's instructions.

The KRONE TELEMATICS Contract applies exclusively to the Vehicle(s) specified in more detail in the contract. A transfer of the contractual services to other vehicles is excluded. Where the Customer wishes to utilise the services for additional vehicles, the latter is obligated to give KRONE appropriate notification. After consent has been granted, which will be tacitly issued by KRONE by means of an activation, the Vehicle that is subsequently designated by the Customer will also be included in the services provided by KRONE.

The Customer will be entitled to access temperature-controlled data online for 18 months. All other data can be accessed online for six months.

The transfer point for the software and the data is the router input of the KRONE computer centre. This means that the Customer bears the risk of loss of data or software, or damage or falsification of data until the data and the software reach the router at KRONE's data centre.

KRONE will send a monthly report at the Customer's request. There will be a charge if the Customer requests data outside the period when it is accessible online. The Customer is solely responsible for data that is relevant to compliance with retention periods stipulated under commercial law and tax law. This also applies to any data backup.

The telematics services offered by KRONE are summarised as follows:

1.1. **Basic package:** (maximum term 60 months from initial registration)

Package available as: Swap Bridge, Trailer

Display: Portal and APP
API data interface (Standard Krone Push-SOAP-API)
Site monitoring
TPMS (only with Trailer, if TPMS installed)
Motion sensor
Coupling status (only for Trailer)

Alarms:

Geofence
Offline
TPMS (only Trailer, if TPMS installed)

Reports:

Latest data export
Tracking data export
Messages export
Offline

1.2 Premium package:

Scope of services as for Basic package, but additionally:

Only for Trailer:

EBS Data (CAN)
Error message from EBS
Door monitoring (if sensor available)

Only for Cool Liner:

As for Trailer, but additionally:

Refrigeration temperature monitoring
Refrigeration unit monitoring
Tank display refrigeration unit
Temperature recorder

Alarms:

Alarms (Trailer):

EBS events
TPMS
Door status
Coupling status
Vehicle values

Alarms (Cool):

As for Trailer, but additionally:

Deviating diesel level
Temperature
Refrigeration units error status
Refrigeration units status

Reports:

Reports (Swap Bridge):

Swap Bridge distribution – export

Reports (Trailer):

TPMS (if TPMS installed)
Motionless units
Efficiency
Mileage/km reading

Reports (Cool):

As for Trailer, but additionally:

Temperature
Refrigeration unit tank display#
Fleet overview

1.3 Premium Dialogue package:

Scope of services as for Premium package, but additionally:

2-way communication with the refrigeration unit (for Cool Liner)
Remote door locking, Door Protect (if Door Protect installed)

Alarms:

Door lock status (if Door Protect installed)

Other digital services from KRONE:

1.4 KRONE Data Transparency Centre

Integral component of KRONE Telematics Portal Provides User with the following options:

- Activate/deactivate PUSH SOAP API (Application Programming Interface) connections
- Target definition for data
- Specification of telematics data types for transmission to the selected target (e.g. GPS, temperature, etc.)

1.5 KRONE Smart Capacity Management

1.5.1 Smart Scan:

Integral component of KRONE Telematics Portal

Requires factory or retrofitting of KRONE Smart Scan camera system

Provides User with the following options:

- Real-time images from interior of cargo area
- Perspective in direction of travel
- Camera specifications tailored to Vehicle type
- Trigger for photos: automatic timer control, event-based

1.5.2 Smart Load:

As for Smart Scan, but with extended scope of services:

Application of Artificial Intelligence

- for the calculation of unused cargo area capacities
- to recognise irregularities in the camera area (persons, break-in, load movements etc.)

1.6 KRONE Tyre Analytics

External component of KRONE Telematics Portal

Comprises the following services for the User:

- Calculation of the previous and ongoing tyre usage profile of the Vehicle(s) described in the contract.

- Reconciliation of the individual tyre usage profile of the Vehicle(s) described in the contract with specifications of more than 11,000 saved tyre models.

- Receipt of manufacturer-independent tyre recommendations in line with usage profile of individual Vehicle.

First recommendation based on data can be expected after 3 months and may change over the duration of the contract.

Access to the TYRE ANALYTICS Portal for the agreed duration of the contract.

2. Service obligation

KRONE is obliged to provide the service if the Customer duly complies with their obligations as specified in Section II 5. Notwithstanding this, KRONE's service obligation ceases to apply when, due to force majeure (storm etc.), threats of war/civil disturbance, strikes, confiscation, governmental enforcement, governmental prohibition, acts of piracy, explosion of objects, sonic booms or nuclear impact or due to external influence (e.g. robbery, theft, kidnapping, fire) the services cannot be delivered, or can only be delivered under significantly more difficult conditions.

In addition, KRONE is entitled to refuse to fulfil its service obligation if provision of service requires an expenditure that is grossly disproportionate to the Customer's interest in the service, taking into account the content of the contract and the requirements of good faith. In all other respects, the statutory provisions apply.

3. System availability

KRONE is responsible for availability of the software and the data at the transfer point. The term availability is understood as the technical usability of the software, as well as technically feasible access to the data at the transfer point, for use. KRONE is obligated to provide minimum system availability of 98.5% in a 12-month contractual period. System availability is deemed to exist if processing inquiries are accepted and answered at the transfer point (e.g. user inquiries are forwarded at the router input of the KRONE computer centre and processed/answered accurately by the systems necessary for the service components).

The telematics services are geographically limited and are based nationally on the reception and transmission range of the mobile communications network selected by KRONE. If the Customer is using their own SIM card, they are solely responsible for ensuring that the telematics services can be accessed.

KRONE is entitled to add maintenance or new functions to the software. Any unavailability of the system for that reason must not consecutively last longer than 180 minutes. To that extent, the Customer expressly agrees to any non-availability. The times for the maintenance tasks and software settings cited above are not deemed to be system unavailability.

KRONE is entitled to update the security software used or replace it with adequate alternative software.

KRONE will promptly advise the Customer of the type and time of any changes to the scope of the telematics communications services that are necessary due to changes in the scope of internet services, the mobile communications network, or landline network.

4. Customer support

KRONE will operate the telematics systems in accordance with the latest technology.

KRONE is the Customer's point of contact for faults. The Customer is obligated to immediately report faults to KRONE (<https://www.krone-telematics-systems.com/>). The fault report must include the name of the Vehicle involved and the symptoms of the fault.

KRONE will rectify software faults in the KRONE data centre and KRONE systems up to the transfer point. For faults beyond the transfer point (e.g. related to the mobile communications connection or device-related faults), KRONE will forward fault reports to the operator of the mobile communications network or to the device manufacturer for rectification.

KRONE will immediately forward network-related faults to the respective network operator following notification by the Customer.

5. Customer's obligations to cooperate

5.1. Proper operation can only be ensured if the Customer guarantees the functionality and compatibility of the telematics unit. Technical modifications and alterations or measures that affect the functionality of the telematics unit are expressly prohibited.

5.2. To ensure proper functioning, the Customer is obligated to immediately inform KRONE of all circumstances, such as accidents, theft or any other event in which the possibility of damage or an impairment of the telematics unit cannot be excluded.

5.3. The Customer is not entitled to pass on the telematics unit to a third party, unless this transfer occurs in conjunction with a sale or rental of the Vehicle that contains the telematics unit.

5.4. The SIM card may be used only within the system for delivery of the telematics service from KRONE. The Customer undertakes to protect the telematics unit from access and use by unknown third parties.

5.5. In the event that the SIM card or telematics unit is damaged, damaged, destroyed, or lost, the Customer is to report this to KRONE within 24 hours by email or fax.

5.6. The Customer is liable for damages that are incurred by KRONE due to the use of the SIM card or telematics system in other systems or by third parties, or due to failure by the Customer to honour their notification obligation, or not do so in a timely manner.

5.7. The Customer is obligated to immediately notify KRONE of any malfunctions. In the event of a malfunction, the Customer warrants to KRONE the measures necessary to remedy the defect. These measures include interventions in the hardware and software by KRONE, or by the external service providers commissioned and entrusted by KRONE to perform these measures.

6. Rights of use

KRONE acquires exclusive rights of use and database rights to the data created within the scope of the collaboration. The rules for protecting personal data remain unaffected (see Section III. Section 5).

To the extent that the services provided by KRONE, or by the external providers commissioned by KRONE, are protected by law, particularly copyright law, the Customer is granted a non-exclusive, non-transferable and non-licensable right of use for their own commercial purposes for the duration of this contract. Beyond that, the Customer is not entitled to pass on data or information to third parties.

For the duration of this contract, the Customer is granted a simple and non-transferable right to use the data and information transferred to them, or otherwise made accessible within the scope of this contract, exclusively within their own business operations.

7. Pricing

The agreed user fees are based on the service packages and the additional telematics options. The monthly costs include both the fees for the KRONE TELEMATICS portal and for international communication (data roaming).

The prices shown here are net prices. The prices are stated net of any statutory value-added tax that may apply.

"If user fees are charged in a currency other than the euro, the payable user fee amounts is automatically adjusted upward or downward accordingly if the fluctuation in the exchange rate between the euro and the other currency exceeds 5%. The base value on which the deviation is calculated is the exchange rate that is published as the interbank rate ("Interbankenkurs") on the Deutsche Bank AG's website (currently "www.deutsche-bank.de/pfb/content/marktinformationen/maerkte-devisen-devisenrechner.uebersicht.html") on the day the contract is signed.

After the first adjustment, the base value for any further adjustments is the exchange rate that triggered the last adjustment. The comparative value is deemed to be the interbank rate published on the website of Deutsche Bank AG at 12:00 (noon) Central European Time or Summer Time (CET or CEST) respectively of the current date or that of the relevant day.

The payment obligation resulting from the adjustment must be fulfilled without delay.")

III. Legal terms

1. Payment terms, offset

Invoices are issued for the monthly amounts for each Vehicle for the respective contract year. If a direct debit is dishonoured, the customer must pay a flat fee of €5.00. Payment obligations are not deemed to be fulfilled until the respective amount due has been successfully credited to KRONE's account. The Customer reserves the right to prove that KRONE has incurred no damage or substantially less damage.

Subject to further claims, in the event of default by the Customer, KRONE is entitled to invoice the Customer for default interest charges at the statutory rate plus €10.00 per reminder notice, as damage caused by delay, unless KRONE can substantiate a higher, or the Customer can substantiate a lower, level of damage on a case-by-case basis.

2. Liability, limitation period

Krone assumes no liability for any faults or non-provision of current data that has not been transmitted to KRONE. This particularly applies to:

- Faults in the mobile communications network and/or its roaming partners
- Faults in the telematics unit
- Faults in the interfaces (blocking access for KRONE telematics) and/or servers
- Internet faults
- Faults due to force majeure

Unless otherwise stated in the following provisions, KRONE is liable for a breach of contractual or non-contractual obligations in accordance with the applicable statutory regulations. KRONE's liability for damages, for whatever legal reason, including but not limited to impossibility of performance, default, defective or delayed performance, breach of contract, breach of obligations in contract negotiations and unlawful acts, is limited to the extent, that culpability is relevant, as follows: KRONE is liable for damages on any legal grounds whatsoever in the event of intent or gross negligence. In the event of simple and slight negligence, KRONE is only liable for

- a) damages arising from breach of a material contractual obligation. In this case, however, liability is limited to compensation for foreseeable and typically occurring damages,
- b) damages resulting from injury to life, body or health.

These limitations also apply in favour of KRONE's legal representatives and vicarious agents, if claims are asserted directly against the latter.

In the event of liability for slight and simple negligence, the seller's liability for material damage and other resulting financial losses is limited to €50,000.00 per claim, even if a breach of material contractual obligations is involved. This also applies to damages in addition to service and in lieu of service.

All claims for damages become unenforceable due to lapse of time one year after knowledge or presumed knowledge. However, in the case of claims for damages due to injury to life, limb or health, or in the case of intentional or grossly negligent breaches of obligation, the statutory limitation periods shall apply.

3. Termination

The KRONE TELEMATICS contract can only be cancelled with a notice period of six months with effect at the end of the contract duration.

If good cause is given, either party is permitted to terminate the contract without notice. Good cause is given, in particular if, due to breach of obligation by one party, a continuation of the KRONE TELEMATICS contract is deemed unreasonable for the terminating contracting party. In addition, KRONE is entitled to terminate the contract without notice in particular if

- The Customer is two instalment payments in arrears;
- The Customer breaches material terms of the contract and does not immediately remedy the situation in spite of being requested to do so. Such a request is not necessary if the non-fulfilment or breach of

contractual obligations is so severe that KRONE cannot be expected to continue the contract;

- The customer persistently and/or gravely misuses the SIM card provided to them in an inadmissible manner, and, in particular, in a manner unrelated to its intended use;

- The customer persistently and/or gravely violates their obligations to cooperate, in particular by passing on data and information to third parties, with the exception of renters to whom the Vehicle, including the telematics unit, is rented;

- The customer suspends their payments, offers an out-of-court settlement as a debtor, allows bills of exchange or cheques to be dishonoured due to insufficient funds, and/or the customer's financial situation significantly deteriorates;

- The assets of the customer are subject to enforcement proceedings which are not discontinued within one month.

Termination is not effective unless made in text form.

In the event of termination without notice by KRONE for reasons for which the customer is responsible, and in the event of early termination of the contract by mutual consent, the customer must pay damages (discounted). The customer is obligated to place KRONE in the financial position that KRONE would have been in had the contract been fulfilled until the end of the contract duration. The customer must pay in damages the sum of all fees that would have been due up to the end of the contract upon complete contract fulfilment. However, the Customer has the option of proving that the damage did not occur or occurred to a significantly lesser extent.

Contracts that are concluded by a one-off payment or by being included in the Vehicle purchase price expire at the end of the agreed duration, without a termination being necessary.

4. Assignment, joint and several debtor(s)

Assignment of the Customer's rights and claims arising from the KRONE TELEMATICS Contract require prior written consent by KRONE. The customer is not authorised to assign their claims arising from the KRONE TELEMATICS Contract independently, but rather only in conjunction with the sale of the Vehicle. The obligation to pay the usage fees remains unaffected by an assignment. In the event of an effective transfer to a third party, the Customer continues to be liable to KRONE for fulfilment of their obligations to KRONE that arise from this contract.

5. Data protection/non-disclosure agreement

The user data stated by the customer, and likewise the data collected in connection with the telematics services, will be collected, processed and used within the scope of the applicable statutory regulations for the purpose of implementing this contract.

In addition, KRONE is entitled to store and use all data that becomes accessible to it through the telematics unit that the Customer uses (e.g. for the technical optimisation of the telematics units, vehicles and vehicle parts). However, this only applies to the extent that personal data is not involved.

When using Vehicles, situations are conceivable, in which even technical data in conjunction with other information (e.g. accident logs, position data, times, and date, etc.) may lead to the protection of personal data. The same applies to the data belonging to users of the software that is operated in the KRONE data centre. Data protection laws require the protection of such data. The Customer is obligated to inform the users of the Vehicles and the users of the software operated in the KRONE data centre accordingly.

More information on data protection can be found at <https://www.krone-trailer.com/english/disclaimer/>.

Each contracting party undertakes not to disclose to third parties any industrial or commercial secrets and any processes designated to them as confidential, which become known to the parties within the scope of this contract. This does not apply if, in the individual case, a release in text form has been issued. Each contracting party is furthermore obliged to use any data disclosed to them solely for the purpose of contract fulfilment. This obligation remains in place for a period of three years, even after the end of the collaboration.

6. Publications/public relations

Publication of knowledge jointly derived or otherwise based on the partnership can only be undertaken with the consent of both contracting parties. Declarations in text form are sufficient to establish that consent.

7. Applicable law, court of jurisdiction, amendment to the GKTCTs, Miscellaneous

The relations between the contracting parties are exclusively governed by the laws of the Federal Republic of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction for any and all disputes arising from these GKTCTs is, if the Customer is a businessman, corporate body under public law or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany, Germany or the location of the Customer's registered office at the discretion of KRONE Werlte. This also applies if the customer has relocated their domicile or usual place of residence to another country after entering into the contract, or their domicile or usual place of residence is not known at the point in time the action is filed. KRONE is also entitled to hold liable and/or sue the Customer at the latter's general place of jurisdiction. Mandatory statutory provisions on exclusive courts of jurisdiction are unaffected by this provision.

KRONE has the right, due to changes in the law, to amend and/or supplement these General KRONE TELEMATICS Contract Terms, as long as such amendment or supplementation does not result in material provisions of the contract being unreasonably amended. The amendments will be communicated to the customer at minimum in text form. They are deemed to be approved if the Customer does not object in text form within six weeks. Should the Customer object to the changes, KRONE will have the right to terminate the KRONE TELEMATICS Contract with one month's notice.

If individual provisions of this contract should be invalid in whole or in part, this does not affect the validity of the remaining provisions. An invalid provision is to be replaced by a valid provision that most nearly approaches the commercial intent and purpose of the invalid provision.

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