



WIRELANE

GENERAL TERMS AND CONDITIONS FOR ENTREPRENEURS

A. INTRODUCTORY REGULATIONS

1. SUBJECT MATTER OF THE GENERAL TERMS AND CONDITIONS

- 1.1 These General Terms and Conditions ("**GTC**") of Wirelane GmbH ("**WIRELANE**") govern the sale of WIRELANE charging stations, RFID cards and other products ("**Products**") of WIRELANE to a partner of WIRELANE.
- 1.2 These General Terms and Conditions apply to the business relationship between WIRELANE and an entrepreneur. An entrepreneur is a natural or legal person or a partnership with legal capacity which acts in exercise of its commercial or independent professional activity. Legal entities under public law and special funds under public law shall also be deemed to be entrepreneurs within the meaning of the GTC.
- 1.3 Other regulations, in particular the partner's general terms and conditions, shall not apply even if they have not been expressly rejected by WIRELANE or if WIRELANE accepts or performs a service without reservation in knowledge of them.

2. ADDITIONS AND EXTENSIONS

- 2.1 WIRELANE reserves the right to supplement or extend the services which are the subject matter of the GTC and to introduce new services. In such cases, the GTC and the service descriptions contained in the GTC ("**service descriptions**") shall also be supplemented or extended accordingly. Obligations for the partner only arise from this if the partner concludes a contract with WIRELANE for a supplemented or extended service.
- 2.2 In the case of an ongoing business relationship between WIRELANE and the partner, WIRELANE will notify the partner of any additions or extensions in writing or text form at least two weeks before they take effect.

B. GENERAL REGULATIONS

1. INDIVIDUAL CONTRACTS

- 1.1 The products to be supplied and the services to be provided by WIRELANE ("**contractual services**") will be regulated in separate individual contracts (each an "**individual contract**") concluded between WIRELANE and the partner. Individual contractual services can be agreed upon in combination or separately, unless otherwise stipulated in the GTC.
- 1.2 Offers from WIRELANE are subject to change.
- 1.3 Orders must be placed in writing or in text form using the order form provided to the partner by WIRELANE. They shall only become binding for WIRELANE upon confirmation of the order in writing or in text form, at the latest, however, upon commencement of the respective contractual service by WIRELANE.



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- 1.4 WIRELANE may accept orders within two weeks of receipt. If WIRELANE does not accept the order within two weeks of receipt, the partner is entitled to cancel its order until receipt of the order confirmation or provision of services.
- 1.5 The order confirmation shall be decisive with regard to the content and scope of services of the individual contract, provided that an order confirmation is issued.
- 1.6 WIRELANE is not obliged, even in the case of an ongoing business relationship between WIRELANE and the partner, to accept orders from the partner or to deliver certain (minimum) quantities to the partner.

2. CONDITION, GUARANTEES, CHANGES

- 2.1 All information and data relating to the contractual services, in particular a reference to technical standards (e.g. DIN standards) as well as images, drawings and technical information provided by WIRELANE in a public manner, in particular in advertising, brochures or other documents, are not part of the agreed characteristics, unless they are expressly agreed as statements on quality in the individual contract.
- 2.2 Guarantees are only binding for WIRELANE if they are expressly agreed as such in the individual contract and WIRELANE's obligations under the guarantee are recorded in detail.
- 2.3 With regard to concluded individual contracts, WIRELANE reserves the right to make changes and improvements to the contractual services in the event of changes in the services provided by producers or suppliers of parts or subcontractors. In addition, WIRELANE reserves the right to make changes and improvements to the contractual services with regard to concluded individual contracts within the framework of technical development or due to changed legal requirements, provided that they do not impair the usability for the contractually intended purpose and that they are reasonable for the partner, taking into account the interests of WIRELANE. WIRELANE will inform the partner of the change or improvement in writing or text form in advance.

3. PERFORMANCE

- 3.1 Performance periods and deadlines are non-binding, unless they are expressly described as binding in the GTC or in the individual contract. The partner may send WIRELANE a written request to perform two weeks after the expiry of a non-binding performance deadline or a non-binding performance period. After receipt of the written request, WIRELANE will be in default unless it is not at fault.
- 3.2 Partial services are permissible, provided that these are reasonable for the partner, in particular if the provision of the remaining contractual services is ensured and the partner does not incur any significant additional work or costs as a result. Each permissible partial performance can be invoiced separately.



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3.3 The partner shall be in default of acceptance if it does not accept delivery of the contractual performance in accordance with the contract upon expiry of a binding performance period or on a binding performance deadline. In the case of non-binding performance periods or deadlines, WIRELANE may inform the partner that the contractual service can be provided; if the partner does not accept the contractual service within two weeks of receipt of the notification of provision, it will be in default of acceptance. In the above cases, default of acceptance also occurs if WIRELANE stores products at the request of the partner.

4. GENERAL (COOPERATION) OBLIGATIONS OF THE PARTNER, APPROVALS/PERMITS

4.1 The partner is obliged (i) to undertake the acts of cooperation necessary for the provision of the contractual services and (ii) on request, to provide WIRELANE with the information and objects required by the partner for the provision of the contractual services; WIRELANE is entitled to use these for the purposes of the provision of the services.

4.2 If the partner fails to provide the necessary cooperation acts or does not provide them in time, the performance periods are extended or the performance deadlines are postponed by a corresponding period plus an appropriate start-up period. If the delay on the part of the partner lasts two weeks or more, WIRELANE may withdraw from the respective individual contract.

4.3 The partner is obliged to comply with all legal regulations and regulatory requirements applicable to it in connection with the contractual services. The partner must obtain all necessary approvals/permits in good time, including any approvals/permits required for the installation and operation of the products. WIRELANE is entitled to withhold contractual services from the partner if the partner is in breach of its aforementioned obligations.

5. PRICES AND FEES

5.1 The prices and fees agreed in the individual contract shall apply.

5.2 Any incurred VAT will be charged separately at the statutory rate valid at the time and is to be paid by the partner.

6. PAYMENTS, PAYMENT IN ARREARS, DETERIORATION OF ASSETS

6.1 Invoices may be issued from the time of performance or default of acceptance, unless otherwise stipulated in the GTC. Invoices must be paid within 21 days of the invoice date without any deductions to the account indicated by WIRELANE. Payments must be made in Euro. Bank charges are to be borne by the partner.

6.2 If the payment deadline is exceeded, the partner is in default without further reminder. The receipt of the invoice amount in the account indicated by WIRELANE is decisive for the timeliness of payment.

6.3 In the event of payment in arrears, WIRELANE shall be entitled to charge interest on arrears at a rate of nine percentage points above the base interest rate applicable at the time. Wirelane reserves the right to assert further damages.



- 6.4 If it becomes apparent that, due to the partner's financial situation, the fulfilment of its (existing or future) payment obligations is endangered (in particular if (i) the partner generally ceases its payments, (ii) insolvency proceedings are opened over the partner's assets or an application is made in this respect, (iii) seizure or execution measures are taken against the partner or (iv) bill or cheque protests are raised or direct debits are returned, also in respect of and/or to third parties), WIRELANE is entitled, at its own discretion, to withhold the contractual performance until the purchase price or fee has been paid in advance or until a reasonable security has been provided. This also applies if the partner is repeatedly in default of payment (at least in two consecutive calendar months or in three calendar months within a period of twelve months) and as a result there are justified doubts about the partner's solvency or creditworthiness.

C. SALE OF PRODUCTS

1. SCOPE OF PART C

This part C applies exclusively to the products offered by WIRELANE.

2. NATURE AND PROPERTIES OF THE PRODUCTS

- 2.1 Some products (in particular the WIRELANE charging stations, "**charging stations**") can be configured by the partner according to the parameters specified by WIRELANE ("**configuration**").
- 2.2 The nature and properties of the products result from the configuration agreed in the individual contract and the data sheet referenced in the individual contract.

3. DELIVERY

- 3.1 Deliveries shall be made EXW Incoterms 2010 from the registered office of WIRELANE or, at WIRELANE's discretion, from the registered office of the respective WIRELANE supplier.
- 3.2 WIRELANE may, at the request of the partner, and at WIRELANE's discretion, arrange shipment for the partner. In this case, the shipping is at the risk of the partner. WIRELANE reserves the right to charge the partner for shipping costs.
- 3.3 WIRELANE shall not be in default if WIRELANE's suppliers do not supply WIRELANE correctly or on time for reasons outside WIRELANE's sphere of responsibility.

4. PRICES, PAYMENTS

- 4.1 Prices depending on the configuration will be agreed in the individual contract.
- 4.2 The prices are EXW Incoterms 2010 plus packaging and, if applicable, shipping.
- 4.3 Payments from the sale of the charging stations are due upon delivery of the products. This also applies if the partner has commissioned WIRELANE with further services and work in connection with the products.



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5. RESERVATION OF TITLE

- 5.1 The products shall remain the property of WIRELANE until full settlement of all payments arising from the business relationship between WIRELANE and the partner. If a current account relationship exists, WIRELANE shall retain the title to the products until all payments from acknowledged balances have been received.
- 5.2 Any processing or transformation of the products delivered under reservation of title ("**reserved goods**") by the partner is carried out on behalf of WIRELANE. If this takes place with third-party items which do not belong to WIRELANE, or if the reserved goods are inseparably combined with such foreign objects, WIRELANE shall acquire co-ownership of the new object in the ratio of the value of the reserved goods to the third-party items; the same shall apply to the new object as to the reserved goods. If a connection is made in such a way that the partner's item is to be regarded as the main item, the partner will transfer co-ownership to WIRELANE on a pro rata basis.
- 5.3 The partner shall be prohibited from selling, pledging or assigning the reserved goods as security before acquiring ownership of the reserved goods. The partner is obliged, in the event of compulsory seizure and other impairments of the owner's interests, to inform the relevant party of WIRELANE's ownership of the reserved goods and to inform WIRELANE of this immediately in writing.
- 5.4 If (i) the partner suspends payments in general, (ii) insolvency proceedings are opened against the assets of the partner or an application for such proceedings is made, (iii) attachment or execution measures are taken against the partner or (iv) bill or cheque protests are made or direct debits are returned (also in respect of and/or to third parties), WIRELANE shall be entitled after the expiry of a period of grace of two weeks set by WIRELANE to take back the reserved goods, excluding any rights of retention of the partner, and to enter the business premises of the partner during normal business hours for this purpose; in the cases of part C, clause 5.2, WIRELANE is entitled to take goods back in proportion to the co-ownership shares. The above provisions shall also apply if the partner is repeatedly in default of payment (at least in two consecutive calendar months or in three calendar months within a period of twelve months) and as a result there are justified doubts about the solvency or creditworthiness of the partner.

After taking the goods back and issuing prior warning, WIRELANE shall be entitled to make appropriate use of the reserved goods. The proceeds of such use shall be offset against the partner's liabilities, less reasonable costs of use.

A withdrawal from the individual contract is not necessary for this purpose. Nor do demands for return, repossession, threats or exploitation constitute a withdrawal from the purchase contract.

6. COMPLAINTS

- 6.1 The partner's rights in respect of defects presuppose that the partner inspects the products on delivery and gives proper notice of defects. Acceptance of the products may not be refused on



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account of insignificant defects.

- 6.2 Notice of defects must be given to WIRELANE in writing, specifically describing the defect. If the products are delivered directly from a supplier of WIRELANE to the partner, any complaints must also be sent to the supplier.
- 6.3 Reported complaints due to incomplete delivery and other recognisable defects must be reported immediately, but at the latest within one week of delivery. Other defects must be reported immediately, at the latest within one week of their discovery.
- 6.4 The above provisions shall also apply if the partner orders further services and work for the products.

7. RIGHTS REGARDING DEFECTS

- 7.1 Defective products must be made available to WIRELANE for inspection upon request. Section 439 (2) of the German Civil Code (BGB) remains unaffected.
- 7.2 WIRELANE shall provide subsequent performance for defective products at its own discretion by remedying the defect (rectification) or by delivering a defect-free item (subsequent delivery).

In the event that a product infringes a patent, copyright or other industrial property right of a third party, WIRELANE may, at its discretion, also modify or exchange the product in such a way that no third-party rights are infringed, but the product continues to fulfil the contractually agreed functions, or obtain the right of use for the partner by concluding a licence agreement.

- 7.3 Subsequent performance shall take place without recognition of a legal obligation.
- 7.4 In the event of rectification, the remaining part of the original limitation period shall resume upon the return of the rectified products to the partner. The same applies in the case of subsequent delivery.
- 7.5 If the subsequent performance finally fails, the partner can withdraw from the individual contract. The right to reduce the price is excluded.
- 7.6 In the event of infringements of rights by products of other manufacturers supplied by WIRELANE, WIRELANE will, at its discretion, either assert its claims against the manufacturers and sub-suppliers for the account of the partner or assign them to the partner. In such cases, claims against WIRELANE shall only exist if the legal enforcement of the above-mentioned claims against the manufacturers and sub-suppliers has been unsuccessful or is, for example, due to insolvency, futile.
- 7.7 Further rights in respect of defects, of whatever kind, are excluded, subject to any claims for damages limited in accordance with part D, clause 1.



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- 7.8 The partner shall bear the reasonable costs incurred by WIRELANE in the event of an unjustified assertion of rights relating to defects (e.g. if the product was not defective), unless it is not at fault in this respect. The same applies if WIRELANE wrongly grants subsequent performance without being obliged to do so.
- 7.9 The period of limitation for defect rights is one year from delivery. However, this limitation shall not apply (i) if a defect has been maliciously concealed or (ii) if a guarantee has been given for the quality of a product or certain characteristics (in this respect, the guarantee regulation or limitation period resulting from the guarantee shall apply). In the case of claims for damages, this limitation shall furthermore not apply in the following cases: (i) liability under the Product Liability Act, (ii) injury to life, body or health, (iii) intent and (iv) gross negligence on the part of WIRELANE's management bodies or executives.
- 7.10 Part C, clause 7.5, sentence 2, part C, clause 7.6, part C, clause 7.7 and part C, clause 7.9 shall not apply if the last contract in the supply chain is a consumer goods purchase. In this case, the statutory provisions shall apply, with the proviso that claims for damages are excluded subject to any claims for damages limited in accordance with part D, clause 1.

D. FINAL PROVISIONS

1. LIABILITY

- 1.1 The liability of WIRELANE for damages in the event of simple negligence is limited to damages resulting from the breach of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the partner regularly relies and may rely. In this case, however, the liability is limited to the typical foreseeable damage.

This limitation of liability equally applies to damages caused by gross negligence by employees or vicarious agents of WIRELANE who are not members of the management bodies or executives of WIRELANE.

- 1.2 In the cases of part D, clause 1.1, the limitation period is two years after the point in time at which the claim arose and the partner became aware of the circumstances giving rise to the claim. Irrespective of the partner's knowledge, the claim shall expire three years after the event causing the damage.

However, in the case of the sale of products, the limitation period for claims for damages due to defects shall be governed by part C, clause 7.8.

- 1.3 WIRELANE shall not assume any liability for indirect damage, consequential damage and loss of profit.
- 1.4 In so far as WIRELANE is liable under this part D, clause 1, WIRELANE's liability in the case of deliveries of products shall be limited to twice the price of the respective delivery in connection with which the damage was caused.



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1.5 The above limitations of liability shall apply to all claims for damages irrespective of the legal grounds, with the exception of claims for damages by the partner (i) due to intent, (ii) in accordance with the Product Liability Act, (iii) due to maliciously concealed defects, (iv) due to defects in respect of which a guarantee of quality has been given (the liability provisions and limitation period resulting from the guarantee or shall apply), (v) from injury to life, body or health or (vi) due to gross negligence on the part of management bodies or executives of WIRELANE.

1.6 The above limitations of liability also apply to claims for damages by the partner against the management bodies, executives, employees or vicarious agents of WIRELANE.

2. FORCE MAJEURE

2.1 If WIRELANE is unable to perform its obligations due to force majeure events such as mobilisation, war, terrorism, riots, natural disasters, fire or other unforeseeable circumstances for which WIRELANE is not responsible, such as strikes or lawful lock-outs, operational or transport disruptions, difficulties in procuring raw materials or insufficient supply by suppliers or inadequate performance by subcontractors, the agreed performance deadlines shall be postponed or the agreed performance periods shall be extended in each case by the duration of the hindrance plus a reasonable start-up period. WIRELANE is not responsible for the aforementioned circumstances even if they occur during an already existing delay on the part of WIRELANE. WIRELANE will inform the partner of the beginning and probable end of such circumstances as soon as possible.

2.2 If the hindrance lasts six weeks or longer, both parties can withdraw from the individual contract by written declaration to the other party.

3. ADVERTISING, INDUSTRIAL PROPERTY RIGHTS

3.1 Advertising and marketing activities of the partner using the name WIRELANE or trademarks or business names of WIRELANE require the prior written consent of WIRELANE.

3.2 WIRELANE shall remain the owner of all patents, copyrights and other industrial property rights in connection with the contractual services, in particular all patents, copyrights and other industrial property rights relating to software and the WIRELANE systems.

3.3 The partner shall immediately notify WIRELANE in writing if claims are made against it for infringement of the industrial property rights referred to in part D, clause 3.2.

4. CONFIDENTIALITY

4.1 The parties are obliged to treat as confidential any and all information that they become aware of during the execution of this contract, as well as knowledge that they acquire in the course of the cooperation on matters – e.g. of a technical, business or organisational nature – of the other party to the contract and its customers or other partners. Neither during the term nor after termination of this contract may knowledge that has become known be exploited, used or made



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available to third parties without the prior written consent of the party concerned. The use of information which has become known is limited to the use that is absolutely necessary for the execution of this contract.

- 4.2 The parties shall apply the same level of care with regard to the protection of the know-how of the other party as they apply to the protection of their own confidential information, but in any case at least the care of a prudent businessperson.
- 4.3 This confidentiality obligation covers all know-how, including all documents, materials, drawings, data and articles which the parties have already made available and/or will make available to each other.
- 4.4 The receiving party is not entitled to use the know-how for its own purposes or for the purposes of third parties. Likewise, the receiving party is prohibited from applying for industrial property rights for the know-how or parts thereof.
- 4.5 The above obligations shall apply for a period of five years from receipt of the respective information.
- 4.6 Once the receiving Party no longer needs the confidential information, the confidential information and all copies thereof shall be returned to the other party or deleted.
- 4.7 This confidentiality obligation does not cover (i) know-how which has been and/or will be independently developed by the receiving party; (ii) know-how which is provided to the receiving party by a third party without breach of a confidentiality agreement; (iii) know-how which is publicly known at the time of disclosure, or (iv) which subsequently becomes known to the public without restriction, or (v) if disclosure is ordered by a final decision of a competent authority or a final judgement of a competent court. The party concerned shall inform the other party of any administrative or judicial order as soon as it becomes aware that such an order may be issued and of the proceedings in question. Upon request, the party obliged to disclose shall grant the other party any authorisation to initiate proceedings which the other party deems appropriate to protect its confidentiality interests.

The party invoking the existence of one of the above exceptions shall bear the burden of proof of the existence of the exception in question.

5. DATA PROTECTION

The parties shall comply with applicable data protection laws, including the Federal Data Protection Act and the General Data Protection Regulation (EU) 2016/679.

6. SUBCONTRACTORS

WIRELANE is entitled to use sub-contractors at its own discretion to provide the services.



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7. SET-OFF AND RIGHT OF RETENTION

Offsetting against or the exercise of a right of retention by the partner on the basis of disputed or not legally established counterclaims is excluded. The exercise of a right of retention by the partner is also excluded insofar as the counterclaims are not based on the same contractual relationship.

8. ASSIGNMENT

8.1 The partner may not assign, in whole or in part, its rights and obligations under the contracts binding it with WIRELANE without the prior written consent of WIRELANE.

8.2 Assignment by WIRELANE of its rights and obligations is permitted, in particular to affiliated companies within the meaning of section 15 et seqq. of the German Stock Corporation Act.

9. AMENDMENTS, WRITTEN AND TEXT FORM

9.1 Irrespective of part A, clause 2, WIRELANE reserves the right to make other changes and amendments to the GTC and the service descriptions, provided that they are to the benefit of the partner or, taking into account the interests of WIRELANE, are reasonable for the partner. In the case of an ongoing business relationship, the partner will be informed of changes and amendments to the GTC and service descriptions in accordance with this clause by WIRELANE in writing or by e-mail at least two weeks before they take effect. They shall be deemed approved if the partner fails to object in writing or text form within four weeks of receipt of the notification. WIRELANE will inform the partner separately of this legal consequence in the notification.

9.2 Insofar as written or text form is required in these GTC, this includes transmission via e-mail or fax.

9.3 In all other respects, amendments and supplements to the GTC and service descriptions must be made in writing to be effective. This also applies to the cancellation of the requirement of the written form.

10. APPLICABLE LAW, PLACE OF JURISDICTION, MISCELLANEOUS

10.1 All legal relations between WIRELANE and the partner will be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the General Terms and Conditions and individual contracts is the Munich Regional Court I. However, WIRELANE is also entitled to sue the partner at its registered office.

10.3 Should individual provisions of the GTC be or become invalid, this shall not affect the validity of the remaining provisions.

As of April 2019