



# MOVING INTELLIGENCE

## GENERAL TERMS AND CONDITIONS OF MOVING INTELLIGENCE LIMITED

### Article I. General

1. These General Terms and Conditions, hereinafter referred to as: "**General Conditions**" are divided into 4 sections: a General Section that applies to all agreements, offers and other legal relationships which Moving Intelligence Limited or its subsidiaries enters into with an Counterparty and three special sections covering the delivery of the Product, Services (subscriptions) and Installation. These particular parts are only applicable to the extent that they are part of the agreed work or the Products/Services to be delivered.

### A. GENERAL SECTION

#### Article II. Definitions

1. In these General Conditions, the following expressions have the meanings stated:

a. Agreement:	an Agreement on the basis of which Moving Intelligence delivers and maintains one or more Products and/or Services and/or carries out the Installation of a Product.
b. Connection:	the ability to use Telecommunications or other Services on the Network.
c. Counterparty:	Purchaser/ Contracting Party and/or End User.
d. End User:	the (natural) person who purchases a Product and/or uses a Connection for private or business purposes without necessarily having an Agreement with Moving Intelligence.
e. Incorporation:	the incorporation of a Product in an object.
f. Installation:	all work related to the Incorporation, Removal or replacement of the Product in an object.
g. Moving Intelligence:	Moving Intelligence Limited (CRN:04375260) whose registered office is at Trinity House, Bredbury Industrial Estate, Bredbury Park Way, Bredbury, Stockport, England, SK6 2SN.
h. Network:	the network or other infrastructure, including but not limited to GSM, internet, telephone and GPS satellite facilities, which (for the moment) shall be delivered by the telecommunications and/or service provider, which Moving Intelligence uses, wholly or in part, for example but not exclusively for (mobile) Telecommunications and other Services.
i. Product:	a product of Moving Intelligence or third parties as well as the accompanying services.
j. Purchaser/Contracting Party:	the natural or legal person, as well as a collaborative arrangement without legal personality with whom Moving Intelligence has entered into an Agreement.
k. Removal:	the removal of a Product from an object.
l. Services:	the whole or a part of Services delivered by Moving Intelligence and/or third parties to the Counterparty, including but not limited to the possibility of contacting the Control Room.
m. SIM-card:	a chip card or chip required for a connection to the Network.
n. Subscription:	the part of the Agreement relating to the expenses charged in respect of the Connection and invoiced regularly or as a one-off
o. Telecommunication Service:	the Service consisting wholly or in part in the transfer or routing of signals on the Network and/or other telecommunication networks.
p. Written / Writing:	a notice sent by e-mail unless it is explicitly stated that a notice should be sent by pre-paid first class or registered mail.

#### Article III. General provisions

1. The Counterparty purchases a Product on the basis of an Agreement which can be Installed in an object and which can be related to Services.
2. If one or more of these General Conditions are contrary to any statutory provision, wholly or in part or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but it shall not otherwise affect the validity or enforceability of the rest of the General Conditions, and the parties to the Agreement shall negotiate in good faith to agree a provision to replace the void provision which, corresponds as closely as possible with the intended commercial result of the provision to be replaced.
3. These General Conditions shall apply to the Agreement to the exclusion of any other terms that the Counterparty seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing. Moving Intelligence cannot, either as a result of any action, communication, by an employee or representative not authorised for that purpose or tacitly, deemed to have agreed to conditions applied by the Counterparty or with a modification to these conditions/to the Agreement that has not been agreed upon in Writing.
4. Unless Moving Intelligence has expressly informed the Counterparty otherwise, in Writing, all agreements between the parties will be governed by these General Conditions, notwithstanding the method by which the Agreement is formed.
5. Moving Intelligence has the right to transfer its rights and obligations under the respective Agreement, as well as ownership of the respective Products, to third parties. The Counterparty may not transfer its rights and obligations under any Agreement without the prior Written permission of Moving Intelligence.
6. The Agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

#### Article IV. Quotation and Order

1. All quotations provided by Moving Intelligence are made without obligation, unless expressly agreed to the contrary in Writing.
2. If the quotation is comprised of different amounts, Moving Intelligence is not obliged to perform part of the Agreement for a corresponding part of the price quoted in the quotation.



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3. If Moving Intelligence has performed calculation work as part of an offer at the Counterparty's request and subsequently no Agreement is established, the Counterparty shall owe reasonable compensation to Moving Intelligence for the calculation work undertaken which, in any event, will comprise an hourly fee for work done.
4. Each quotation is valid for 30 days from the day of dispatch of the quotation or such shorter period as may be indicated.

### Article V. Agreement

1. A confirmation of acceptance of a quotation, or order confirmation from the Counterparty will constitute an offer to purchase the Products and/or Services from Moving Intelligence in accordance with these General Conditions. An order shall be accepted, and an Agreement entered into electronically or in Writing only after receipt of the order confirmation from the Counterparty and the Agreement shall come into effect on the day of signing or confirmation of the Agreement or order confirmation by Moving Intelligence, or on the day that Moving Intelligence confirms to the Counterparty that the order has been confirmed and accepted. Moving Intelligence make available to the Counterparty a copy of these General Conditions or send these without charge on request. If the Counterparty does not sign the Agreement or does not send it back to Moving Intelligence, this shall not release the Counterparty from the rights and obligations included in the Agreement. If the Counterparty is a natural person, such person may cancel the Agreement within 14 days of the start date of the Agreement without having to state reasons. If this option to cancel is exercised, all Products and/or Services must be returned to Moving Intelligence in their original packaging and condition within 14 days. If the Counterparty fails to comply with this requirement, Moving Intelligence shall be entitled to charge costs for the non-returned Products and/or services. All costs relating to Services or Installation already incurred or provided must always be paid, even if the option to cancel has been exercised.
2. In performing the Agreement, including the provision of Services and/or Products, and/or the Installation thereof, Moving Intelligence shall at all times be entitled to appoint a third party to carry out work on its behalf.
3. Any amendment and/or supplement to an Agreement shall only be effected if expressly accepted, in Writing, by Moving Intelligence.
4. Moving Intelligence is at all times entitled to investigate the creditworthiness of the Counterparty before the Agreement is formed.
5. Moving Intelligence shall not be obliged to enter into an Agreement with the Counterparty if (without limitation):
  - a. the Counterparty is legally incapacitated;
  - b. the Counterparty fails to comply with an obligation in these General Conditions and this non-compliance justifies such refusal;
  - c. the Counterparty fails to comply with the financial obligations towards Moving Intelligence pursuant to earlier agreements;
  - d. Moving Intelligence, at its sole discretion, reasonably believes or suspects that the Counterparty will not fulfil its obligations towards Moving Intelligence.
6. Moving Intelligence cannot be required to commence performance of the Agreement until such time as all the necessary information, including an order confirmation signed by the Counterparty, is in its possession and it has received any agreed pre-payments or instalments.

### Article VI. Price

1. The prices stated by Moving Intelligence in the quotation and/or Agreement are, unless otherwise stated, exclusive of value added tax and any other government (whether local or national) taxes or levies imposed on the performance of service(s) and are binding, unless otherwise agreed in Writing. The prices are inclusive of costs of packaging but exclusive of costs of transport, delivery and insurance, unless otherwise agreed. The Services to be carried out by Moving Intelligence are calculated inclusive of assembly, Installation and operation-ready delivery of the Products at the location stated in the quotation and/or Agreement and inclusive of all costs, with the exception of those costs which, pursuant to this article and/or other provisions in these General Conditions, are not included in the price.
2. If, after the date of formation of the Agreement, taxes, levies or other burdens are changed or introduced by the government or any other national body, and/or in the event of other changes in price-increasing factors, including prices of foreign Networks and changes by supply companies, Moving Intelligence shall be entitled to charge these price increases on to the Counterparty, provided these price increases do not exceed 10% of the then current prices paid by the Counterparty. If the price increase(s) exceed 10% of the then current prices paid by the Counterparty, Moving Intelligence will inform the Counterparty of this and the Counterparty shall have the option to terminate the Agreement; in this case, however, Moving Intelligence shall not become liable to pay compensation to the Counterparty. Notwithstanding the foregoing, Moving Intelligence is entitled to apply annual indexation, if the Agreement has a duration of more than 12 months.
3. If, as a result of matters outside of Moving Intelligence's control, or unforeseen measures taken by national and/or European government and other bodies, Moving Intelligence must make changes to any part of the Agreement, Moving Intelligence may revise all prices and where practicable it will inform the Counterparty of any likely increases in advance.
4. The extra costs as a result of changes in the Agreement at the request of the Counterparty during and/or after its performance, will be charged to the Counterparty as additional work.
5. Moving Intelligence shall notify the Counterparty as soon as possible of a price change as a result of circumstances set out in this article.
6. Costs estimates and plans will not be invoiced separately unless otherwise agreed in Writing. If, in the event of any subsequent orders placed by the Counterparty, Moving Intelligence must make new drawings, calculations, descriptions, models or tools and the like for Products and/or Services, resulting extra costs will be charged to the Counterparty.

### Article VII Performance of the Agreement and delivery

1. Moving Intelligence shall observe the agreed delivery term for the Product, its Installation and the Services as far as possible, but it shall never be regarded as a strict deadline and time shall not be of the essence. Moving Intelligence shall not be liable for any delay in delivery of the Products, its Installation and the Services that is caused by a Force Majeure Event or the Counterparty's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products or Services. On exceeding the delivery period, Moving Intelligence shall enter into consultation with the Counterparty.
2. The delivery period commences at the latest of the following dates:
  - a. the day of the formation of the Agreement;
  - b. the day of receipt by Moving Intelligence of the documents, information, permits and any additional items required for the performance of the Agreement;
  - c. the day of the fulfilment of the formalities required for the work to commence;
  - d. the day of receipt by Moving Intelligence of all costs required paid in advance by the Counterparty in accordance with the Agreement before the commencement of the work.



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3. The delivery period is based on the work conditions applicable at the time the Agreement was entered into and on the timely delivery of the materials ordered by Moving Intelligence for the performance of the Agreement. If through no fault of Moving Intelligence a delay arises as a result of changes of said work conditions or due to the fact that the materials ordered on time for the performance of the Agreement are not delivered on time, the delivery period is extended insofar as required.
4. The delivery, in accordance with, the Agreement consists of:
  - a. the correct and prompt execution of all setups, provisions and/or conditions required for the delivery of the Product,
  - b. Its Installation; and/or
  - c. The performance or commencement of the agreed Service(s) by Moving Intelligence.
5. The delivery of work, Products and Services is completed:
  - a. either when the Counterparty takes the Products and Services (at an early stage) into use, on the proviso that by taking into use part of the (installed) Products and Services, those parts of the Agreement are deemed to have been delivered; or
  - b. when Moving Intelligence notifies the Counterparty that the work has been completed and the (installed) Products and Services are now ready for operation.

### Article VIII. Acceptance by Counterparty

1. Without prejudice to the provisions below, the Counterparty shall inspect the Product as soon as possible after Installation or after the Services have been rendered respectively.
2. The Counterparty shall notify Moving Intelligence of the existence of any apparent defects or shortcomings on normal visual inspection within 5 (five) days of delivery of the Product or of the Service(s) being rendered, in Writing. If this term has expired without any Written and specified notification of well-founded complaints, the (installed) Product and the Service shall be deemed to have been accepted by the Counterparty.
3. Products collected from Moving Intelligence by the Counterparty must be inspected at the time of collection for visible defects. If the Counterparty does not notify any visible defects immediately, before leaving the premises of Moving Intelligence, the Product shall be deemed free of visible defects.
4. The Counterparty shall in any event not hold Moving Intelligence liable for visible defects if the Counterparty has nevertheless used, treated or processed (a part of) or otherwise made use of the Product, whether or not installed.
5. If Written specified complaints are recognised, at Moving Intelligence's reasonable discretion, as being well founded, Moving Intelligence may either repair the defects, or deliver a new Product against taking back the defective Product or issue a credit of for the invoice relating to the Product.
6. The submission of a Written specified complaint shall not discharge the Counterparty from its obligations under the Agreement with Moving Intelligence.

### Article IX. Force majeure

1. Both parties are entitled without recourse to the courts, to (partially) suspend the performance of the Agreement for at most 6 months or terminate it without any right to compensation arising if one of the parties is in default of one or more of the obligations under the Agreement as a result of force majeure. Everything that is payable on account of the Agreement to Moving Intelligence at that time shall become immediately due and payable.
2. A force majeure event shall include either party being prevented from fulfilling its obligations as a consequence of war, threat of war, civil war, riot, act of war, fire, water damage, flood, pandemics, strikes, sit-down strikes, industrial actions or lockouts, import and export restrictions, government measures, failures of machinery and disruption to the supply of energy or the Network, any labour or trade dispute and any other causes arising outside the affected party's reasonable control.
3. Force majeure on the part of Moving Intelligence includes measures or directions from third party national or governmental bodies that prevent the Network and Moving Intelligence from carrying out the agreed works and from delivering Products and Services, and/or failure or inadequate functioning (temporarily or for a longer period) of Telecommunication services.
4. As soon as a force majeure event occurs, the parties must notify each other of this.

### Article X. Payment and Collection

1. Where appropriate, payment will be taken upon delivery of the Product. However, if the Product, in accordance with the Agreement, is delivered by Moving Intelligence in operation-ready condition, or if Service(s) are delivered by Moving Intelligence to the Counterparty, payment shall be made on or before the date stated on the invoice supplied.
2. All payments must be made, without any suspension, deduction or settlement, into a bank or giro account to be indicated by Moving Intelligence.
3. Payment is deemed to have occurred at the time at which the payable amount is credited to the bank or giro account of Moving Intelligence.
4. If the Counterparty fails to pay within the agreed or set term(s), the Counterparty shall be deemed to be in default of the Agreement and Moving Intelligence shall be entitled, without any notice of default being required and without limiting any other remedies available to it, to charge the Counterparty from the due date (invoice date) interest on the amount due at a percentage of 5% per annum above the Bank of England's base rate from time to time.
5. If the default is not cleared within 30 days of the original due date of the invoice, Moving Intelligence shall be entitled to terminate the Agreement.
6. Moving Intelligence is entitled to demand, upon its first request, what it considers to be adequate security for the fulfilment of the obligations by the Counterparty, before delivery or before proceeding with delivery or fulfilment of the Agreement.

### Article XI. Transfer of risk and ownership and retention of title

1. Immediately after the delivery of the (installed) Product and the Services has taken place, the Counterparty bears the risk of all direct and indirect damage to/loss resulting from the (installed) Product or Services, unless this can be attributed to gross negligence or intent on the part of Moving Intelligence. Shipment of the Product therefore takes place for the account and at the risk of the Counterparty, unless otherwise agreed in Writing. If after a notice of default, the Counterparty still fails to take delivery of the Product, Moving Intelligence shall be entitled to invoice the costs of storage of the Product to the Counterparty.
2. Without prejudice to the provisions in the previous paragraph, title to the (installed) Product only transfers to the Counterparty at the point that Moving Intelligence receives payment in full for all costs invoiced pursuant to the delivery of Products, their Installation and the carrying out of the Service(s).
3. Where reasonably necessary Moving Intelligence shall be entitled to unhindered access to the (installed) Product and/or the place where the (installed) Product is located until such a time as title has passed in accordance with paragraph 2 of this article. The



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- Counterparty shall provide Moving Intelligence full cooperation in order that Moving Intelligence shall have the opportunity to exercise the retention of title set out in paragraph 2 of this article by repossessing the Product, including any required disassembly.
- The Counterparty is not entitled to dispose of, encumber or otherwise grant rights to third parties in respect of the Products and Services for which any payment is still due to Moving Intelligence. The Counterparty is obliged to immediately notify Moving Intelligence in Writing of the fact that third parties are exercising rights to the Product that is subject to a retention of title of Moving Intelligence.
  - The Counterparty must prevent theft, abuse, loss and damage of the SIM card(s) and is liable for all loss suffered by Moving Intelligence due to fraudulent use, theft, abuse, loss and damage and will hold Moving Intelligence harmless in that respect.

### Article XII. Intellectual and Industrial Property Rights

- All intellectual and industrial property rights to all the Products developed or made available and Services delivered pursuant to the offer and/or Agreement are exclusively vested in Moving Intelligence. The Counterparty exclusively acquires the user rights and powers as expressly granted in Writing by Moving Intelligence in the Agreement and/or these General Conditions or otherwise, and in all other respects the Counterparty shall, except with the express Written permission of Moving Intelligence, not reproduce or make copies of said Products and Services.
- The Counterparty is not permitted to remove or change any markings relating to copyrights, brands, tradenames or other intellectual and industrial property rights from the delivered Products and/or Services. Products and/or Services brought onto the market by Moving Intelligence not carrying a tradename at the moment of delivery may only be traded by the Counterparty under a tradename which has acquired the prior Written approval of Moving Intelligence.
- The Counterparty shall indemnify Moving Intelligence against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other professional costs and expenses) suffered or incurred by Moving Intelligence as a result of the Counterparty's breach of any provisions of this article.

### Article XIII. Guarantee

- If the delivered Products, the Installation of such or the delivered Services reveal a defect that was latent, the Counterparty shall be entitled to free rectification, applicable in the country where the Installation took place, by Moving Intelligence or a third party by means of (at the discretion of Moving Intelligence) repair, replacement or re-execution, provided the following cumulative conditions are satisfied:
  - the defect is not the result of a cause attributable to the Counterparty, including abnormal business conditions, insufficient maintenance or improper use of the installed Product and/or Services;
  - the defect becomes apparent within the guarantee period of 24 months from delivery, unless a different guarantee period has been agreed by Moving Intelligence in Writing;
  - the defect has been notified to Moving Intelligence in Writing within 14 days after it could reasonably have been detected. The Counterparty is obliged to consult the available data in its account at least once a month, to make sure that everything is working properly;
  - the Installation, any additions, changes, repairs, maintenance works, defect remedies and suchlike have not been carried out by any party other than persons or organisations appointed by Moving Intelligence;
  - The settings of the Product have not been changed by any other parties other than by persons or organisations appointed by Moving Intelligence;
  - the Counterparty has not itself attempted to repair the Product or Service, or otherwise had a third party not appointed by Moving Intelligence attempt a repair;
  - the Counterparty gives Moving Intelligence the opportunity to remedy the defect within a reasonable term; and
  - performance of repairs has not been rendered impossible.
- Moving Intelligence does not offer a guarantee on batteries or storage batteries.
- In the event of repair being carried out, the removed parts become the property of Moving Intelligence.
- Any shortcomings in the repaired Product or Services are subject to a renewed rectification obligation in accordance with the provisions in article VIII but for no longer than three months after the repair has been carried out.
- Should it become apparent that the Counterparty has attempted itself to rectify, or has otherwise processed, the Product or Service, causing the right to a guarantee to be forfeited, Moving Intelligence shall have the right to recover in full from the Counterparty the costs it incurred in connection with investigating whether the Product or Service could be rectified under guarantee.

### Article XIV. Personal and Traffic Data

- Moving Intelligence is responsible for the protection of personal data and the protection of the privacy of the Counterparty, and will process personal data in accordance with the Moving Intelligence Privacy Policy as amended from time to time.
- In connection with Moving Intelligence's business operations, Moving Intelligence processes (or has a third party processing on its behalf) - with the permission of the Counterparty and the End User. The personal data concerns data obtained from Products which are incorporated in the object, and information and data which are obtained in alternative manners from the object. The personal data is processed for purposes such as fulfilling the obligations under the Agreement, invoicing, accounts receivables management, interconnection and special access payments, adjudication and resolution of disputes, traffic management, provision of information to the Counterparty, of other own traffic data, of information to emergency services and control rooms and for the purpose of fraud prevention.
- In connection with Moving Intelligence's business operations, Moving Intelligence processes - with the permission of the Counterparty - personal data and non-anonymised traffic data for purposes such as market research and activities relating to its own services.
- Moving Intelligence may provide data to third parties for the benefit of generally available paper or electronic telephone services or subscriber information services and for commercial, charitable and non-commercial purposes, unless the Counterparty has made it known that it does not grant permission for this. This consent may be withdrawn by the Counterparty at any time.
- The Counterparty has an information, inspection and correction right relating to the personal data included pertaining to them.

### Article XV. Liability

- Moving Intelligence shall not be liable for any loss of profits, trading loss, loss due to delay, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, immaterial loss and any other consequential or indirect loss, suffered by the Counterparty.



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2. Nothing in this Agreement shall limit any liability which cannot be limited, including liability for death or personal injury caused by negligence, fraud or misrepresentation and breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
3. Moving Intelligence shall only be liable in respect of the direct loss incurred by the Counterparty resulting from Moving Intelligence's breach of this Agreement or negligence performance of its obligations under the Agreement and liability in such circumstances shall be limited in the following manner:
  - a. if during the performance of the work or the delivery of the Products or Services loss has arisen due to an attributable failure by Moving Intelligence or a third party it has engaged, Moving Intelligence shall pay the costs of repair or replacement up to a maximum of EUR 25,000, or at least the sum for which Moving Intelligence is insured in that regard;
  - b. for any other types of loss, Moving Intelligence's total liability shall not exceed an amount equal to the charges payable by the Counterparty in the preceding 12 months.
4. Moving Intelligence shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation, damage as a result of claims by buyers of the Counterparty, mutilation or loss of data and damage related to the use of third-party items, materials or software prescribed by the Counterparty to Moving Intelligence.
5. Moving Intelligence is not liable for loss as a result of (temporary) limitations or the failure of the Network, the consequences of incorrect or disrupted transfer as well as the limited performance within the Network or for the accuracy and/or speed of the (information) Services delivered by the operators of the Network. Failures by other telecommunication networks and Telecommunication Services providers with which the Network of Moving Intelligence are connected, are not attributable to Moving Intelligence. Moving Intelligence is not liable for loss of data caused by any information carrier used or delivered by Moving Intelligence. Moving Intelligence is not liable for diverging data; the Counterparty is aware that location and/or communication data may diverge from the actual situation. Moving Intelligence is under an all reasonable efforts obligation to keep the data it manages operational and accessible as far as possible and to minimise any faults. Moving Intelligence is not liable for limited functionalities due to the software and/or hardware not corresponding with the software and/or hardware recommended by Moving Intelligence.
6. Moving Intelligence is not liable for loss arising from a circumstance in which data of the Counterparty have been hacked by a third party. Moving Intelligence is not liable for loss arising due to a stolen vehicle no longer being locatable, or any loss connected with delayed investigation.
7. Moving Intelligence endeavours, insofar as this can reasonably be expected of it in the circumstances, to remedy the limitations or the failure of the communication or Network links within as short a period as possible.
8. The Counterparty acknowledges that the Services may be negatively affected and may be (temporarily) unavailable due to causes related to physical factors (such as buildings and tunnels), atmospheric circumstances, jammers, faults in the interconnection with the Network, or by adjustments or maintenance to the Network. These circumstances do not entail any liability on the part of Moving Intelligence or a reduction of the agreed rates.
9. Any claim for damages against Moving Intelligence shall lapse if the Counterparty has not brought a claim against Moving Intelligence before the competent authority within twelve months of the occurrence of the event giving rise to the claim.
10. The Counterparty is at all times obliged to act in such a way as to mitigate its potential losses and to always give Moving Intelligence the opportunity to rectify the loss itself. Repairs by third parties are never refunded by Moving Intelligence, unless Moving Intelligence has given its express Written permission for the repair to the repairer and the Counterparty.
11. Moving Intelligence is not liable for direct or indirect loss or for consequences arising from a demand to provide data as referred to in Article XIV, paragraph 6 of these General Conditions.
12. If more than one natural and/or legal person acts or behaves as the Counterparty, then all are jointly and severally liable towards Moving Intelligence.
13. If Moving Intelligence has engaged the help of a third party for the proper execution of the Agreement, the delivery of its Products and Services, as well as the installation thereof, and a direct contractual relationship exists between the Counterparty and this third party, Moving Intelligence shall under no circumstance be liable for any shortcomings of this third party.

### **Article XVI. Termination or suspension of performance of the Agreement**

1. Moving Intelligence is entitled, without any recourse to the court and without notice of default being required, to either suspend the performance of the Agreement or terminate the Agreement early if the Counterparty:
  - a. fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in Writing to make such payment;
  - b. commits a material breach of any other term of this Agreement and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in Writing to do so;
  - c. repeatedly breaches any of the terms of this Agreement in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
  - d. suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2);
  - e. begins negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
  - f. applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
  - g. petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Counterparty (being a company, limited liability partnership or partnership);
  - h. an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the Counterparty;
  - i. the holder of a qualifying floating charge over the assets of Counterparty becomes entitled to appoint or appoints an administrative receiver;
  - j. a person becomes entitled to appoint a receiver over all or any of the assets of the Counterparty or a receiver is appointed over all or any of the assets of the Counterparty;
  - k. a creditor or encumbrancer of the Counterparty attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - l. any event occurs, or proceeding is taken, with respect to the Counterparty in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned
  - m. the Counterparty ceases, or threatens to cease, to carry on all or substantially the whole of its business;





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- n. the Counterparty's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy;
  - o. being an individual, the Counterparty makes an application for bankruptcy or has been declared bankrupt;
  - p. being an individual, the Counterparty dies or is placed under guardianship.
2. Moving Intelligence may terminate the Agreement without recourse to the court or a notice period being required if the access to (and operation of a part of) the Network granted to Moving Intelligence by a third party ends or is withdrawn without new permission being given or if other circumstances occur which make the performance of the Agreement impossible or disproportionately onerous.
  3. Suspension and/or termination by Moving Intelligence in the circumstances referred to in the above paragraphs takes place by means of a Written statement, without Moving Intelligence being obliged to pay any compensation to the Counterparty.
  4. On termination of the Agreement the Counterparty shall immediately pay to Moving Intelligence all outstanding invoices and, in respect of Products or Services supplied but for which no invoice has been submitted, Moving Intelligence shall submit an invoice which shall become due and payable by the Counterparty immediately on receipt.
  5. Upon termination of the Agreement, howsoever caused, Moving Intelligence shall immediately cease to provide the Services, and the Counterparty will make immediate arrangements for the return of Products to Moving Intelligence.

## Article XVII. Complaints and Disputes

1. In the event of complaints or disputes relating to these General Conditions or the Agreement which is governed by the current General Conditions, wholly or in part, or as a result of further agreements that are a result of such an Agreement, the Counterparty must in the first instance contact Moving Intelligence on the telephone number or correspondence address stated on the invoice. Moving Intelligence shall substantively respond to this within 30 days from receipt of the complaint unless this is reasonably not possible. In that case, Moving Intelligence shall notify the Counterparty, stating reasons and within the said term, of the latest date by which a substantive response will be given to the Counterparty.

## Article XVIII. Applicable Law

1. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

## Article XIX. Amendments to the conditions

1. The General Conditions can be amended by Moving Intelligence during the Agreement.
2. Amendments to the General Conditions also apply in respect of the already existing Agreement.
3. The amendments come into force 30 days after announcement or at a later date stated in the announcement.
4. If the Counterparty does not wish to accept the amendment to the General Conditions, the Counterparty can cancel the Agreement by means of a Written (by post, preceded by an e-mail message) notice from the date on which the new conditions come into force. The cancellation must take place on time. The notice to terminate shall only be accepted as being on time by Moving Intelligence if the notification has been received by Moving Intelligence before the entry into force of the amendments.

## B. SPECIAL SECTION I, Delivery of Products

### Article XX Delivery of Products

1. The delivery deadline indicated is always approximate and is never a strict deadline, unless expressly agreed to the contrary in Writing, time shall not be of the essence. Failure to meet any delivery time shall not entitle the Counterparty to compensation in any form, from any party whatsoever.
2. Moving Intelligence has fulfilled its delivery obligation by attempting delivery of the Products once to the Counterparty. If Moving Intelligence delivers the Product at the agreed place and time, but the Product cannot be received by the Counterparty then delivery shall nevertheless be deemed to have taken place. In the event of a refusal or inability on the part of the Counterparty to take delivery, Moving Intelligence will not be obliged to deliver the Products until the Counterparty has paid the agreed price and other costs for arranging re-delivery including the costs incurred by Moving Intelligence as a consequence of refusal or inability to take delivery.
3. Moving Intelligence shall be permitted to make partial deliveries of purchased Products. In that event, Moving Intelligence shall be entitled to invoice each part delivery separately;
4. Moving Intelligence is entitled, without giving reasons, to arrange delivery on a cash-on-delivery basis.
5. Whenever there is a change to the Counterparty business situation (relocation, change of management etc), Moving Intelligence has the right, at its discretion, to immediately cease the delivery of outstanding orders pursuant to the Agreement or to demand security for the processing thereof. The same applies if Moving Intelligence receives complaints about the conduct of the Counterparty, for example complaints about defectively executed Installations by the Counterparty. Furthermore, Moving Intelligence shall not be obliged to make delivery for as long as previous deliveries for which the agreed price and other costs are due and payable have not been paid for in full.
6. The Counterparty shall ensure that the necessary access and transport facilities are available at the delivery address.
7. Delivery shall be made to inside the first door on the ground floor.
8. Moving Intelligence will deliver the agreed Products to the Counterparty as per the description, quality and quantity indicated in the offer and Agreement, although minor discrepancies in colour, quality, dimensions and weights shall be permissible as long as they do not detract from the utility value of the Products.
9. Moving Intelligence has the right to make changes to the models of its Products and, where applicable, to deliver the model that has replaced a discontinued model.
10. In relation to any computer software forming part of the Products, Moving Intelligence gives no warranty, express or implied, including but not limited to, its merchantable quality, fitness for purpose and Moving Intelligence shall have no liability for any special, incidental, indirect or consequently loss or damage whatsoever arising of the use or inability to use such software.
11. Moving Intelligence warrants that the Products are suitable for normal use as provided for in the Product description or instructions for use and will be free from material defects in design, material and workmanship. Moving Intelligence does not warrant that the Products are suitable for the purpose for which the Counterparty wishes to use them, even if that purpose has been notified to



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Moving Intelligence. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

12. The Counterparty must inspect or cause the inspection of the purchased Products immediately upon delivery. This shall involve inspecting:
  - a. Whether the packaging, wrapping and external condition of the Products are in order;
  - b. Whether the correct Products have been delivered;
  - c. Whether the quantity (in units or volume) corresponds to what was agreed; and
  - d. Whether the delivered Products satisfy the agreed quality requirements, or at least the requirements that may be made for the normal use of the Products.
13. Visibly apparent defects regarding packaging, wrapping, external condition, correctness of the Products delivered or correctness of the number of Products delivered must be noted directly on the consignment note/packing slip or the delivery receipt.

### Article XXI Special obligations of the Counterparty

1. The Counterparty is obliged, when purchasing a Product, to register the End User with Moving Intelligence within an appropriate period so that the End User can be connected to the Network by means of a Connection to be implemented by Moving Intelligence, unless the Counterparty is itself the End User. In this case, the Counterparty must send the (digital) forms for Connection to Moving Intelligence within an appropriate period.
2. The Counterparty is not entitled to ask a third party to facilitate a Connection if the Product was purchased from Moving Intelligence. All Connections must be created via Moving Intelligence.

### Article XXII. Packaging

1. Moving Intelligence will properly package the Products to be delivered (unless the nature of the Products precludes this) and secure them in such a way that these reach their destination in good condition, when transported in a normal manner.
2. If Moving Intelligence has made pallets, packing cases, crates, containers etc available for packaging and transport or has arranged them through a third party - whether or not against payment of a deposit or a security deposit -, the Counterparty is obliged (unless the packaging is single use) to return those pallets etc to the address indicated by Moving Intelligence, failing which the Counterparty will compensate Moving Intelligence for the loss it has suffered.

## c. SPECIAL SECTION II, Services (subscriptions)

### Article XXIII. Application for and acceptance of Connections

1. For its Connections, Moving Intelligence shall make use of the Network of, inter alia, the Telecommunications service provider(s). However, the Connection application shall be made to Moving Intelligence, as it has acquired Connections with the telecommunications service provider in its own name.
2. A Connection is applied for by completing and signing a form dedicated to this end during the formation of the Agreement, unless a different manner of application is agreed. The Counterparty must provide all information required by Moving Intelligence for the assessment and submission of the application.
3. In the event of an application (partly) on behalf of another natural person or on behalf of a legal person or company, the representative of the Counterparty must identify himself on request of Moving Intelligence and demonstrate his representative authority to bind the Counterparty.
4. The connection is formed the moment the application has been accepted by Moving Intelligence.
5. Connections and subscriptions may not be transferred from one End User to another.
6. Moving Intelligence may set a limit on the amount of service charges incurred by the Counterparty during each billing period or place a bar on any SIM card which is used on overseas Networks. Moving Intelligence may require payment of a non-interest bearing deposit as a condition of increasing any limit imposed on the amount of service charges incurred by the Counterparty or to release any bar on a Sim card being used on an overseas Network.

### Article XXIV. Putting Connections and Services into operation

1. After the Installation of a Product, Moving Intelligence shall use its reasonable endeavours to ensure that the Counterparty's SIM-cards are connected to the Network as soon as possible so that Moving Intelligence can deliver the Services agreed with the Counterparty, without prejudice to the other provisions the Agreement and in these General Conditions.
2. Moving Intelligence shall ensure that the Counterparty is allocated one or more numbers. The Counterparty is not entitled to request specific number(s) be assigned to them.
3. The Counterparty cannot claim particular numbers from Moving Intelligence. Moving Intelligence may change one or several issued numbers if urgent reasons make it necessary to do so. Moving Intelligence is not liable for any loss which arises from a change in one or several numbers.
4. Moving Intelligence offers the agreed Services exclusively in the agreed countries and/or areas. If no exhaustive list of countries and/or areas is provided, the service provision is deemed to have been agreed for the country of establishment of the relevant Moving Intelligence branch. Unless expressly otherwise agreed in Writing, international service provision means service provision in the following countries/territories: Albania, Andorra, Belgium, Bulgaria, Cyprus, Denmark, Germany, Estonia, Finland, France, Hungary, Iceland, Ireland, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, The Netherlands, Norway, Austria, Poland, Portugal Romania, San Marino, Slovenia, Slovakia, Spain, Czech Republic, Turkey, Vatican City, United Kingdom, Sweden and Switzerland.
5. With (mobile) Telecommunications and other Services, the transport of data takes place wholly or in part through the ether or the Network. The data can therefore also be picked up by parties other than those for whom they are intended. Moving Intelligence will endeavour to protect those data, within its capabilities.
6. With (mobile) Telecommunications and other Services, the ability to establish connections and the quality of the connections may not be the same in every place and at all times. The differences relate, inter alia, to the mobile peripheral devices used, the radio coverage of the Network, the level of telecommunications traffic and atmospheric conditions. Due to the aforementioned circumstances, Moving Intelligence cannot guarantee that the Product will function properly at all times.
7. Moving Intelligence shall endeavour to have the service provision operate with as few interruptions as possible. However, it is technically impossible to prevent every fault or limitation of the service provision. Moving Intelligence shall remedy any faults or limitations in the service provision in accordance with the provisions of these General Conditions and as soon as is reasonably



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possible. Liability for the failure or improper functioning of the service is limited or excluded, in accordance with the provisions of article XV of these General Conditions.

8. Moving Intelligence is entitled at its discretion to enter into contracts with Telecommunications service providers in order to be able to provide the Service. An interim change of Provider shall not entitle the Counterparty to terminate the Agreement early.

### Article XXV Duration of Agreement and termination

1. Unless the parties have agreed otherwise, in Writing, with respect to the Service the Agreement is entered into in the form of a subscription for the duration of 12 months. The Agreement commences at the time Moving Intelligence has received the (digital) forms completed by the Counterparty and has connected the Counterparty to the Network. This date will be communicated to the Counterparty by Moving Intelligence.
2. The Counterparty is not entitled to terminate the Agreement before the expiry of the agreed contract term. Notice to terminate the Agreement by the Counterparty must be given in Writing not less than 1 month before the expiry of the agreed contract term. The notice to terminate is only accepted as being on time by Moving Intelligence if the notification has been received by Moving Intelligence before the date referred to above. If the notice to terminate is not delivered on time, the Agreement shall be automatically extended for a further term equivalent to the original duration. There will not be any refund, unless confirmed in Writing by Moving Intelligence. If the Counterparty is a natural person, he/she can terminate the Agreement without stating reasons at any moment, with due observance of a notice period of one month, except for Agreements with a term of one year or longer. In the event of an agreed duration of one year or longer, termination by a natural person may take place at any time and shall be accepted after the first year of the agreed term. If a natural person does not exercise these cancellation options, after the agreed period the Agreement shall be extended for an indefinite period with a notice period of one month. If applicable, any overpaid amounts will be refunded to natural persons.
3. If the Agreement is cancelled by the Counterparty or terminated by Moving Intelligence before the end of the agreed contract term as a result of the causes referred to in Article XVI paragraph 1 or due to the failure by the Counterparty to perform the Agreement in any other way, the Counterparty shall owe Moving Intelligence the total of the following substitute damages or compensation: (I) the entire agreed subscription amounts, without any discounts, until the end of the agreed period, (II) as well as a proportional part of the value of the delivered Products.
4. If the Counterparty has the right to invoke a reflection period, when invoking that right the Counterparty will indemnify Moving Intelligence in respect of the costs incurred for the Connection as well as the subscription costs due for the period between the time of commencement and the time of termination of the subscription and/or the Agreement.

### D. SPECIAL SECTION III - Installation

#### Article XXVI. Installation

1. Moving Intelligence is entitled to have the execution of the Installation of the Product or parts of such carried out by third parties. The Installation of the Product in the object shall take place at a location to be indicated by Moving Intelligence.
2. Before Installation can commence, the object in which the Installation has to take place shall be checked for a number of technical and visual aspects, hereinafter to be referred to as: 'Inspection'.
3. On the basis of this Inspection Moving Intelligence, or the third party it has engaged, reserves the right not to proceed with the Installation and to terminate the Agreement, including if the condition of the object or another circumstance having come to light constitutes grounds for termination and precludes correct Installation, all at the sole discretion of Moving Intelligence. In this event, the parties shall not be entitled to or required to pay any compensation.
4. Moving Intelligence, or the third party it has engaged, is entitled to deliver Products or Services that deviate to a minor degree from the Products and Services described in the Agreement, but that can be functionally equated with those Products and Services. The Counterparty does not have the right to terminate or dissolve the Agreement if the Product or Service shows a minor discrepancy, without owing compensation.

#### Article XXVII. Obligations of the Counterparty

1. The Counterparty shall co-operate with Moving Intelligence to allow the performance of the Agreement or the delivery of the Products, the Installation of such and Services on the times/dates as indicated by Moving Intelligence and on conditions which comply with the statutory safety requirements and other government regulations.
2. If the delivery of the Product and Services is delayed due to circumstances for which the Counterparty is responsible, all the costs and/or loss arising from such for Moving Intelligence must be paid by the Counterparty.
3. The Counterparty is responsible for the proper accessibility and safety of the location where the work must be carried out. The Counterparty shall ensure access to all power supplies required for the performance of the Agreement. The costs of the required power supplies are borne by the Counterparty.
4. The Counterparty warrants that any vehicle or object to which the Products is to be installed is in the unencumbered ownership of the Counterparty, or that any person with any interest or title in, on or over said object has consented to the Installation of the Product.
5. The Counterparty will give Moving Intelligence not less than 20 business days prior notice that any vehicle or object to which a Product has been installed is intended to be sold or surrendered to a finance or leasing company and thereafter will permit the removal of any Moving Intelligence owned Products by Moving Intelligence or its approved sub-contractors. All costs of removal shall be borne by the Counterparty at Moving Intelligence's then prevailing rate.
6. The Counterparty shall not remove the Products from the vehicle or object where they have been installed without notifying Moving Intelligence, and, should the Counterparty attempt to remove the Products themselves, or have a third party not approved by Moving Intelligence remove or relocate the Product, then all warranties and guarantees given under this Agreement by Moving Intelligence shall be voided.
7. The Counterparty bears the risk of loss caused by defects, delayed delivery or unsuitability of Products and auxiliary personnel which originate from the Counterparty and/or are prescribed by the Counterparty to Moving Intelligence and/or must be obtained from a prescribed supplier.
8. The Counterparty is responsible for ensuring that the Products are kept in good condition, are regularly maintained and power to the battery is regularly checked.
9. The Counterparty indemnifies Moving Intelligence against all claims by third parties, including loss as a result of breaches of intellectual and industrial property rights, arising from the use of Products prescribed by the Counterparty.





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10. Without the prior Written permission of Moving Intelligence, the Counterparty shall refrain, both during the performance of the Agreement and for six months after delivery, from approaching persons and/or organisations engaged by Moving Intelligence in the performance of the Agreement for the performance of its own work.
11. The Counterparty may not deliver or deliver onwards Products or Services to third parties, unless otherwise agreed.
12. The Counterparty shall follow the instructions given by Moving Intelligence, on penalty of forfeiture of any warranty or other claim.
13. The Counterparty bears the risk of damage to and loss of materials, components or tools supplied for the work, if and insofar as it is responsible for monitoring same.
14. The Counterparty bears the risk of damage caused by errors or defects in the drawings and calculations provided by it.
15. The Counterparty allows Moving Intelligence to place names and advertising on the Product.

### Article XXVIII Delivery

1. The inspection for the purposes of delivery of the Installation work takes place by means of a Written or verbal notification sent to the Counterparty by Moving Intelligence, in which Moving Intelligence notifies the day on which, in its opinion, the Installation work will be completed.
2. After the Installation work has been inspected, Moving Intelligence will be informed, in Writing and within 5 (five) days, of whether or not it has been approved; if it is not approved, the defects that are the reason for withholding approval shall be stated. If the work is approved, the day of approval shall be the day on which the relevant notification was sent to Moving Intelligence.
3. The Installation shall be deemed to have been approved on the earlier of:
  - a. on the 5th day after the date specified in paragraph 1 if the inspection did not take place within 5 days thereafter;
  - b. on the 5th day after the inspection, if Written notification of whether or not the Installation work has been approved has not been received by Moving Intelligence;
  - c. as soon as the Counterparty informs Moving Intelligence that it deems the Installation to have been completed;
  - d. as soon as the Installation work has been taken or put into use.
4. Minor defects which, in all reasonableness, can be repaired within 30 days of the inspection will not constitute a reason to withhold approval. Moving Intelligence is obliged to repair the defects referred to in this paragraph as swiftly as reasonably possible.
5. This article applies to reinspection after approval is withheld.
6. During a reinspection, all defects other than those notified to Moving Intelligence in accordance with paragraph 3 may only constitute a reason for repeated withholding of approval if they did not come to light until after the previous inspection.
7. The day on which the work was or is deemed to have been approved counts as the day on which the work was delivered.

### Article XXIX. Increased and decreased work

1. Adjustments shall be made for increased and decreased work:
  - a. in the event of a change to the order or the conditions of delivery of the work, if Moving Intelligence has made the Counterparty aware in timely manner of the need for the resulting price increase, unless the Counterparty ought to have been able to independently understand the necessity;
  - b. if, after the Agreement was concluded, cost-increasing circumstances arise or come to light which are not attributable to or outside of the reasonable control of Moving Intelligence;
  - c. in the cases in which adjustment for increased and decreased work is prescribed in the Agreement.

### Article XXX Liability for assembly and Installation work

1. Moving Intelligence is insured for damage it causes to property and/or Products when carrying out the work. Notwithstanding the provisions of Article XV, Moving Intelligence's liability is limited (in so far as it is legal to do so) to the maximum claim under the liability insurance it has taken out. Moving Intelligence will provide the client with a copy of the policy on request. If, in any given case, the insurer does not make payment or damage is not covered by the insurance, the liability of Moving Intelligence shall be limited to the agreed price or at least that portion of the Agreement to which the liability relates, subject to a maximum of €EUR 5.000,-.
2. After delivery of the Installation pursuant to article XXVIII, Moving Intelligence shall no longer be liable for any shortcomings affecting the work, except for hidden defects.
3. A hidden defect is a defect that, despite inspecting on delivery, the Counterparty could not, in all reasonableness, have discovered or been able to discover. Should such a hidden defect become apparent, the client must communicate a Written and substantiated complaint to Moving Intelligence within 14 days of detecting it.