



GENERAL TERMS AND CONDITIONS FOR RR5G

These General Terms & Conditions for RR5G (hereafter the "RR5G-Terms") shall govern all legal transactions between IDEN-TEC SOLUTIONS AG, including any of its affiliates (hereafter collectively „IDEN-TEC“), and its commercial business-to-business (B2B) customers (hereafter the "Customer" or the "Buyer"), with regard to the sale, including any services as described therein, of one or more Reefer Runner 5G-Tags ("RR5G-Tag"). In addition to these RR5G-Terms IDEN-TEC's General Terms and Conditions (hereafter the "Terms"; for details please visit IDEN-TEC's website at <https://www.iden-tecsolutions.com>) shall apply respectively. In the event of any conflict or ambiguity between these RR5G-Terms and the Terms, these RR5G-Terms shall prevail without exception. By placing a purchase and/or a service order with IDEN-TEC regardless of form, Customer acknowledges and accepts these RR5G-Terms together with the Terms to the exclusion of Customer's General Terms and Conditions of Purchase or any other general terms and conditions of Customer, if included in its order, offer or acceptance offer to IDEN-TEC, which shall not be applicable, even if they were not rejected explicitly in any individual case by IDEN-TEC. The supply of any RR5G-Tag and/or any services performed by IDEN-TEC in connection therewith shall not imply the acceptance of any conflicting provisions, in particular not Customer's General Terms and Conditions of Purchase or any other general terms and conditions.

1. Scope. These RR5G-Terms exclusively govern the sale and the use of any RR5G-Tag and any service in connection therewith as hereinafter described (for details see sections "Service", "Data-Plan" and "Support") solely to commercial buyers (no sale of RR5G-Tags to consumers). Any sale of one or more RR5G-Tag(s) in accordance with these RR5G-Terms is contingent on Customer's successful registration as described in Article 2. In order to use any RR5G-Tag Customer must (i) have successfully purchased such RR5G-Tag(s) in accordance with these RR5G-Terms; (ii) have accepted the Rights of Use pursuant to Article 4; and (iii) must also have accepted the terms and conditions in relation to the Services stipulated in Article 6 therein.

2. Registration. In order to be eligible to purchase one or more RR5G-Tag(s) Customer must beforehand either (a) fully fill out the registration form on IDEN-TEC's internet site/web shop and submit the requested information to the satisfaction of IDEN-TEC, or (b) provide the following information and documentation to the satisfaction of IDEN-TEC: (i) full company name and registered postal address, (ii) the date of such a company's incorporation and company registration number, if any, and (iii) a valid tax identification number; all such information and documentation as aforementioned must be sent by email to ordermanagement@iden-tecsolutions.com. Customer's registration shall be deemed concluded upon IDEN-TEC's notification either via its web shop (which is accessible under <https://www.iden-tecsolutions.com>) or by Customer's receipt of an email confirmation from IDEN-TEC.

3. Sales Procedure. Upon Customers successful registration pursuant to the preceding Article 2, Customer may order one or more RR5G-Tag(s) via IDEN-TEC's web shop or as otherwise proposed by IDEN-TEC, in any case incorporating these RR5G-Terms.

4. Rights of Use. The use of one or more RR5G-Tag(s) by Customer purchased from IDEN-TEC is subject to these RR5G-Terms, including any related Services, documentation, appendices and other documents as referenced therein. Customer may not use any RR5G-Tag for any other reason as specified by IDEN-TEC and operated solely in accordance with its documentation. Customer may connect any RR5G-Tag purchased hereunder to a Machine-to-Machine communication service ("M2M") by exclusively using a 5G-data connection (no backward- and/or forward-compatibility) provided by IDEN-TEC that requires a valid Data Plan subscription as further described in Article 5 of these RR5G-Terms.

5. Data Plan. 5.1 Customer's acceptance of these RR5G-Terms includes a subscription of an annual data plan (minimum of 12 months required) provided by T-Mobile Austria and its partners (hereafter collectively "Service Provider") using narrowband IoT technology and/or LTE for Machine Type Communication (LTE-M) for the use of one or more RR5G-Tag(s) and solely within the geographical regions or roaming zones as specified by the Service Provider (hereinafter referred to as "Zones"); for an overview of the current narrowband IoT (NB-IoT) 5G-network (hereafter "5G-Network") availability and the Zones, please visit the Service Provider's website at <https://www.magenta.at/business/iot/netz/netzverfuegbarkheit#map-section>; for details of such Zones please also see [Annex 1: Annex E: Roaming Zones and Annex F: Duties of the customer](#). The 5G-Network and the Zones are subject to change by the Service Provider without prior notice. Therefore, IDEN-TEC disclaims any liability with regard to accuracy and availability of the 5G-Network and the Zones.

5.2 When placing a purchase order under or in connection with these RR5G-Terms, Customer acknowledges that IDEN-TEC can neither guarantee 5G-Network availability and/or the quality, the type of network technology nor a specific feature set necessary for each network technology for the use of one or more RR5G-Tag(s) in every Zone. Therefore, Customer is hereby advised to

check the 5G-Network availability in the preferred Zone(s) of their choice prior to placing any purchase order hereunder. Any form of data consumption in connection with the use of one or more RR5G-Tag(s) by Customer is contingent on Customer's acceptance of the *General Terms and Conditions for M2M Mobile Communication Services* ("GTC M2M"), including any amendments and deviations, as provided by the Service Provider (hereafter referred to as "Data Plan"). The placing of a purchase order under or in connection with these RR5G-Terms by Customer is considered as acceptance of the GTC M2M, which shall apply back-to-back between IDEN-TEC and Customer for the use of one or more RR5G-Tag(s), including Services, under or in connection with these RR5G-Terms, unless agreed otherwise in these RR5G-Terms; for details of the GTC M2M please visit the Service Provider's website under https://www.magenta.at/content/dam/magenta_at/pdfs/business/agb/agb-fuer-m2m-mobilfunkdienstleistungen-ab-08-03-2022_english.pdf.

5.3 IDEN-TEC reserves the right to revise the Data Plan, including the pricing, upon prior notification to Customer by email in the event the Service Provider should make any changes to the GTC M2M, or if the Service Provider should have terminated the Data Plan for whatever reason. Notwithstanding the foregoing, IDEN-TEC reserves the right to change the pricing of the Data Plan after every twelve-month period provided that IDEN-TEC has notified Customer hereof by email at least six (6) weeks in advance. Upon receipt of IDEN-TEC's notification, Customer may terminate the Data Plan if such a Data Plan changed by IDEN-TEC as aforementioned is less beneficial with regard to its underlying price structure.

5.4 All fees and charges for the Data Plan are due and payable in advance for each month based on a genuine pre-estimate by IDEN-TEC considering the number of RR5G-Tags purchased by Customer, and will be invoiced by IDEN-TEC to Customer monthly. IDEN-TEC reserves the right to invoice Customer any costs and expenses in relation to data usage by Customer which have exceeded the pre-estimated annual amount and the included annual data volume in addition to other fees and charges. When placing a purchase order under or in connection with these RR5G-Terms, Customer further acknowledges and accepts the additional terms and conditions applicable for the Data Plan provided by the Service Provider and as stipulated in [Annex 1](#). The Service Provider reserves the right to change [Annex 1](#) without prior notice.

6. Services. When purchasing one or more RR5G-Tag(s) from IDEN-TEC, Customer is eligible for access to a web interface (hereafter "Web Application") provided by IDEN-TEC for data monitoring of any data collected by such RR5G-Tag(s) according to its specifications and documentation without additional charge. Upon full payment of any RR5G-Tag purchased by Customer under or in connection with these RR5G-Terms, IDEN-TEC will furnish Customer with the necessary login details to access the Web Application for use by Customer. The use of the Services is contingent on Customer having a valid Data Plan as described therein, including a sufficient 5G-Network coverage at the time Customer should request any Services.

7. Remedies. In the case that Customer shall be deemed a consumer in terms of applicable law or in the event of any violation (e.g. the provision of incorrect and/or incomplete information/documentation) of Customer in connection with the registration process as described in this Article, any sale concluded between IDEN-TEC and Customer under these RR5G-Terms shall be considered null and void. Further, Customer shall be responsible and indemnify IDEN-TEC for any damages incurred by IDEN-TEC as a result of Customer's non-compliance or default with the requirements set forth in this Article. In such a case Customer also waives any right it may have against IDEN-TEC, regardless whether by law

and/or under these RR5G-Terms, present and/or future, with respect to any item purchased and/or any service performed by IDENTEC under or in connection with these RR5G-Terms. Customer also represents and warrants that it will release IDENTEC from any of its obligations towards Customer to the extent permitted by applicable law.

8. Pricing. The price for one or more RR5G-Tag(s), including Services, a Data Plan and delivery, shall either be as stated in IDENTEC's web shop or as otherwise offered by IDENTEC to Customer (lump sum).

9. Delivery. 9.1 Risk in any RR5G-Tag, that may be delivered by IDENTEC to Customer shall pass to Customer on completion of delivery or usage of any RR5G-Tag purchased by Customer hereunder, whatever occurs first.

9.2 The price for the delivery of any RR5G-Tag shall be as indicated in IDENTEC's web shop or as otherwise offered by IDENTEC to Customer, and is subject to change without prior notice.

9.3 All deliveries of RR5G-Tag(s) will be made DAP Lustenau (Austria) in accordance with INCOTERMS 2020, if the final destination is in one of the following countries/areas: Australia, New Zealand, Canada, USA, states of the European Economic Area (EEA), Switzerland, Iceland and the United Kingdom. All deliveries of RR5G-Tag(s) where the final destination is in other countries/areas as mentioned in the preceding sentence, will be made CPT Lustenau (Austria) in accordance with INCOTERMS 2020.

9.4 Upon receipt of any RR5G-Tag that may be delivered to Customer by IDENTEC, Customer shall promptly inspect all RR5G-Tags received from IDENTEC and notify IDENTEC without delay in writing about any visible defect detected. If Customer fails to comply with the aforesaid within ten (10) business days after the delivery was completed, such RR5G-Tag(s) shall be deemed accepted by Customer. All costs in relation to the delivery of any RR5G-Tag shall be borne by Customer.

10. Transfer of Title. Title to any RR5G-Tag that may be delivered by IDENTEC to Customer, shall not pass to Customer until IDENTEC has received payment in full for all amounts invoiced, including taxes and other fees and charges under or in connection with these RR5G-Terms. IDENTEC reserves all rights not expressly granted.

11. Confidentiality. Notwithstanding any other confidentiality obligation hereunder, Customer shall treat any information received or otherwise made available by IDENTEC and/or the Service Provider for or in connection with the use of one or more RR5G-Tag(s), such as (but not limited to) login data to the Web Application, strictly confidential and shall not disclose such information to any third-party.

12. Term and Termination. The initial subscription term for the Data Plan shall be twelve (12) months ("Initial Subscription Term") and shall automatically renew thereafter, if not terminated in accordance with these RR5G-Terms, for additional one (1) month periods. The Data Plan subscription shall commence upon receipt of IDENTEC's order confirmation and remain in full force and effect until the obligations of both parties under or in connection with these RR5G-Terms have been fulfilled, or until terminated in accordance with the provisions hereunder. Customer may terminate the Data Plan subscription for convenience upon sixty (60) days prior written notice to IDENTEC at the end of a calendar month following the Initial Subscription Term. IDENTEC shall refund any payments made by Customer, on a pro rata basis, for the Data Plan not used as a consequence of Customer's termination after Initial Subscription Term.

13. Post Termination Rights. Upon the termination of these RR5G-Terms or any parts of it such as (but not limited to) the Data Plan subscription pursuant to Article 4, all Services and rights of use granted to Customer under or in connection with these RR5G-Terms shall forthwith terminate and immediately revert to IDENTEC, and Customer shall discontinue the use of any RR5G-Tag(s) purchased hereunder, including, but not limited to, the Service, the Data Plan, the documentation, any services, and the like.

14. Warranty. In addition to any other warranty provided by IDENTEC either under the Terms and/or applicable law, IDENTEC does not accept any warranty with regard to connectivity and/or availability of any RR5G-Tag to any network, any unplanned downtime and/or uninterrupted Service due to non-availability of network, force majeure events or other events beyond IDENTEC's reasonable control.

15. Limited Battery Warranty. 15.1 In addition to other warranties provided and solely during the warranty term, IDENTEC warrants that any built-in battery included in any RR5G-Tag sold by IDENTEC (hereinafter "Battery") will be free from defects in material and workmanship at the time of receipt. Customer accepts that Battery life indication (if any) is based on a genuine pre-estimate by IDENTEC. In the event that Battery life is materially less than agreed due to a defect in materials and/or workmanship, and provided that data and device usage were in accordance with specifications, operated in accordance to the documentation and instructions given by IDENTEC, and during the operational

and administrative training sessions for the RR5G-Tag (if applicable), IDENTEC's sole obligation under this warranty is the replacement of any replaceable Battery, which is defective without charge, and of which it receives written notice during the warranty period. If the same model Battery is not available, it will be replaced with a like kind and quality battery. Full warranty will not apply to replacement battery. A free replacement warranty continues from the original Battery's date of purchase and does not extend the original warranty period. This limited warranty does not apply if (i) Customer is in default under these RR5G-Terms or other agreement governing the purchase of one or more RR5G-Tag(s); or (ii) any defect or energy capacity underperformance is the result of any of the following:

- misuse, abuse, negligence;
- failure to maintain, operate, store, install or handle the RR5G-Tag in strict conformance with the documentation, including without limitation, failure to maintain the RR5G-Tag under proper environmental conditions or in any manner which is contrary to the documentation;
- modifications, alterations, repair, attachments, opening or disassembling the RR5G-Tag, which were not pre-authorized in writing by IDENTEC;
- use of the RR5G-Tag in combination with equipment, items or materials not permitted by the documentation or in violation of local codes and standards,
- connecting the RR5G-Tag to software, interfacing, parts, supplies or other products not supplied by IDENTEC;
- improper site preparation or maintenance or improper installation;
- accidents or other force majeure events such as (but not limited to) flood, earthquake, fire, power surges, lightning, pest damage, corrosion, actions of third-parties, direct exposure to water or other substances or other events beyond IDENTEC's reasonable control or not arising from normal operating conditions;
- shipping or transport to or from Customer where Customer arranges such shipping or transport;
- the RR5G-Tag is installed or used in locations where the ambient temperature exceeds +70° Celsius (+158° Fahrenheit); or the ambient temperature is below -20° Celsius (-4° Fahrenheit); or in either case was operated for 5% or more of the warranty term at such temperature limits.

15.2 IDENTEC MAKES NO OTHER WARRANTY WITH RESPECT TO SUCH BATTERIES, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. No Modification or Assignment. No modifications of these RR5G-Terms or waiver of any of its terms will be effective unless set forth in writing signed by both parties. In that context, in writing shall mean either a handwritten signature or a qualified electronic signature ("QES") in terms of and in accordance with the European Regulation (EU) No 910/2014 of the European Parliament and of the Council ("eIDAS Regulation"). The contract concluded under or in connection with these RR5G-Terms is not assignable by either party.

17. Interpretation. The appendices and other documents and/or provisions referenced in these RR5G-Terms form an integral part of these RR5G-Terms and have effect as if set out in full. Any reference to these RR5G-Terms includes the appendices and other documents referred to therein.

18. Entire Agreement. The RR5G-Terms together with the documents referred to therein constitute the entire agreement and understanding between the parties in respect of the matters dealt with in them and supersedes any previous agreement between the parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

19. Severability. The provisions of these RR5G-Terms shall be deemed severable, and the invalidity, illegality, or unenforceability of any provision of these RR5G-Terms shall not affect the validity or enforceability of any other provisions. In the event any provision of these RR5G-Terms is found to be invalid, illegal, or unenforceable, the parties shall endeavor to modify that clause in a manner that gives effect to the intent of the parties.

20. Governing Law. These RR5G-Terms shall be governed by English law and any dispute arising out of or in connection with these RR5G-Terms, including disputes relating to its validity, breach, termination or nullity, shall be finally resolved by arbitration by The London Court of International Arbitration ("The LCIA") pursuant to the LCIA Rules, which Rules shall be deemed to be incorporated by reference into this Article. There shall be one (1) arbitrator appointed in accordance with the LCIA Rules. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other international convention shall not apply with regard to these RR5G-Terms, except the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 10.06.1958). The place of arbitration shall be London, United Kingdom. The arbitration proceedings shall be conducted in the English language and the award shall be in English.