

GTC

WITTE-Velbert GmbH & Co. KG

Framework conditions

for

flinkey Box and flinkey IQ purchase agreements and flinkey

Go agreements last updated in June 2019

1 GENERAL

- 1.1 As an internationally active automotive supplier, we have developed a retrofit solution for the automotive aftermarket to lock and open vehicles. This enables key-free locking and unlocking as well as secure storage of the car keys. The retrofit solution consists of a box including the required mechanism, hardware (electronics) as well as software components (firmware) and accessories (adapter, cable) (hereinafter jointly "flinkey Box"). Customers have the option of locking and unlocking their vehicles via an app (hereinafter "flinkey App"). Moreover, we offer an additional product known as an OBD2 dongle (hereinafter "flinkey IQ"). Vehicle-related data which can be collated and processed over the WITTE Digital Cloud and in the flinkey App developed by us as well as in the web portal supplied by us ("WITTE Digital Portal") can be made available via these products. The product portfolio gives us the flexibility to put together relevant product components for our customers.
- 1.2 These framework conditions shall apply for purchase agreements and flinkey Go agreements for a flinkey Box as well as for a flinkey IQ. With regard to the flinkey App, the WITTE Portal and the WITTE Cloud which must be used for utilizing the WITTE digital services and accessing vehicle-related data, the respective separate data protection regulations and terms of use shall apply.

- 1.3 Irrespective of the type of order (telephone, fax, e-mail, Internet or retail shop), our framework conditions shall apply in their respective version current at the time of the order. We shall not recognize general terms and conditions which are contrary to or deviate from our framework conditions unless we have expressly consented to their validity in writing. Our framework conditions shall also apply if we unreservedly execute a delivery or a service with knowledge of Customer conditions which are contradictory to or deviate from our framework conditions.
- 1.4 Customers in the sense of these framework conditions shall be exclusively companies as laid down in Section 14 of the German Civil Code (BGB).
- 1.5 Acceptance of our deliveries and services shall be deemed as acknowledgment of our framework conditions.

2 OFFER AND CONCLUSION OF CONTRACT

- 2.1 Our offers are non-binding. The illustration of the flinkey Box and the flinkey IQ on our homepage, in circulars, letters, catalogues or other media shall not constitute a legally binding offer. A purchase agreement and/or flinkey Go agreement on a flinkey Box and/or via a flinkey IQ shall only be concluded if we receive an order from the Customer and if we confirm this order in writing, by fax or by e-mail.

3 SUBJECT MATTER OF A PURCHASE AGREEMENT AND A FLINKEY GO AGREEMENT

- 3.1 The subject matter of a purchase agreement on a flinkey Box is the handover and transfer of ownership of a flinkey Box to the Customer. The subject matter of a flinkey Go agreement is the digitization of the vehicle key. With the digitization of the vehicle key, the Customer is able to make a vehicle available for use to a large number of people (hereinafter also referred to as "Service Performance" in connection with the flinkey Box.) It is also possible to transmit the GPS position of the vehicle via smartphone when using the flinkey Box.
- 3.2 The subject matter of a purchase agreement for a flinkey Box is the handover and transfer of ownership of a flinkey Box to the Customer. The subject matter of a flinkey Go agreement for a flinkey IQ is the provision of the following services in connection with the retrieval of vehicle-related telemetry data:
- Retrieval of the telemetry data provided by the vehicle
 - Saving this data in the WITTE Cloud in accordance with the current data protection regulations
 - Presenting a selection of telemetry data in the flinkey App
 - Presenting a selection of telemetry data in the WITTE Digital Portal
 - Regular provision of all vehicle data collected in the WITTE Digital Portal for download by the Customer.

4 PRODUCT CONDITION

- 4.1 The condition of the flinkey Box and the flinkey IQ as well as the possible applications are subsequently illustrated in our product description and the respective service description, which can be viewed online at www.witte.digital. The Customer shall also receive a Quick-Start Guide together with the product that they ordered.
- 4.2 The possible design variations of the flinkey Box for specific vehicle types are displayed and can only be used in supported vehicle types. Please refer to the WITTE Portal for information on the types of vehicle which are supported. If a flinkey Box is used by the Customer in vehicle types which are not listed in the WITTE Digital Portal, the Customer shall do so at its own risk. Liability in this regard by WITTE shall be ruled out.
- 4.3 The Customer shall be informed that the flinkey Box and the flinkey IQ shall be deactivated by us upon expiry of the flinkey Go agreement and thus no longer operational on a permanent basis.
- 4.4 Use of the flinkey Box, the flinkey IQ and the related services shall require the use of the flinkey App and the WITTE Digital Portal. The flinkey App is only available for mobile end devices with iOS and Android operating systems and must be purchased separately by the Customer or their customers at their own cost. We shall not be liable for the functionality of the mobile end device as well as for the services if incompatible mobile end devices are used. This shall also apply for routed mobile end devices, in particular.

Current versions of the Android and iOS operating systems and versions which are not older than two previous main versions to the current versions shall be supported. Current information on the supported operating versions is available at www.witte.digital. If versions older than those mentioned above are used, the Customer shall have no right to support services from us for these versions. Due to the wide range of smartphone retailers and types of smartphones available, we cannot guarantee that all smartphones will function with the WITTE products with current versions of the operating system. The Customer must check this on a case-by-case basis. The Customer or its customers shall be excluded from official support services if it uses a routed smartphone or one from an unofficially supported operating system package from the respective smartphone retailer, or the use of the flinkey App is disabled through malware due to insufficient protective measures.

At present, the following operating systems are supported:

- iOS 11.3 or higher from smartphone version iPhone 5s
- Android 5 or higher and only Android versions with Google certification that are available in the Google Play Store.

The mobile end devices must also be BLE-compatible.

- 4.5 Any mobile keys which we send to smartphones shall be valid for up to 7 days. After 4 days, we shall begin to automatically extend the key; we also reserve the right to amend the validity period and the update interval at our own discretion. The Customer must ensure that the smartphones with authorized access are regularly connected to the Internet during the period of validity so that the extension can be effected. The Customer shall inform its customers accordingly. Otherwise, the smartphone in question can not be used to access the locking product in question after it becomes invalid until the smartphone is reconnected with the Internet and we have sent out a new mobile key. The respective User can check in the WITTE App whether and how long a mobile key is available offline.

5 DELIVERY/AVAILABILITY

- 5.1 The delivery deadline for delivering a flinkey Box or a flinkey IQ shall be four weeks calculated from the time that we confirm the order. The services of the flinkey Go agreement for the flinkey Box and the flinkey IQ shall be available from the day that the flinkey Box is shipped.
- 5.2 Unless otherwise agreed, our delivery periods shall be deemed to be exclusively non-binding. If a non-binding delivery time is exceeded by more than two weeks, the Customer may request delivery from us within a reasonable period of at least two weeks. A delivery deadline shall be considered to have been met if the goods leave our factory or our warehouse by the end of the deadline.
- 5.3 If the goods are no longer deliverable after they have been ordered, or only with a significant delay of more than 4 weeks, because we have not been supplied by our supplier through no fault of our own despite the latter's contractual obligation to do so, we shall be entitled to withdraw from the agreement. In this case, we shall immediately inform the Customer that the ordered goods are no longer available. We shall immediately compensate the Customer for any consideration that it may already have paid. Any other claims of the Customer shall be excluded.
- 5.4 We shall be entitled to effect partial deliveries if this is reasonable for the Customer.
- 5.5 Unforeseeable extraordinary events for which we are not responsible, such as natural catastrophes, labor disputes, operating breakdowns, official measures, transport or network breakdowns or other cases of force majeure, irrespective of whether these events occurred on our premises or on those of our suppliers/service partners, shall release us from the obligations arising from the respective customer or service and purchase agreement; impediments of a temporary nature, however, only for the duration of the impediment, excluding a reasonable start-up period. If the delivery or a service performance is subsequently impossible or unreasonable for us or for the Customer due to such events, both sides shall have a mutual right of withdrawal.
- 5.6 Unless otherwise agreed, the goods shall be delivered ex works.
- 5.7 In the event of deliveries ex works, shipping and transport shall follow at the expense and risk of the Customer. This shall also apply when a third party is supplied from the warehouse (drop shipments) Risk shall transfer to the Customer, also in the case of partial delivery, as soon as the consignment has been transferred to the person executing the shipment or has left our factory for shipping or for delivery ex-works.

- 5.8 We shall be entitled to select the form of transport and the transport company after due consideration. Upon receipt of the goods, the Customer shall immediately inform us of any transport damage and its nature and extent in writing. The goods shall be insured against transport damage or transport loss only at the express wish of the Customer, at its own cost and on its behalf.
- 5.9 The following delivery restrictions exist: We shall only deliver to customers who have their habitual place of residence (invoicing address) in the EU or Switzerland and can provide a delivery address in the same country.

6 RIGHTS AND OBLIGATIONS OF THE CUSTOMER

The following shall apply for the use of a flinkey Box:

- 6.1 All copyrights/industrial property rights in the flinkey Box shall remain with us.
- 6.2 The Customer shall be responsible for the ordinary, non-slip implementation of the flinkey Box in a part of the vehicle which is not immediately visible from the outside. The instructions in the operating manual must be followed. Potentially dangerous storage positions (e.g. mounting on the parcel shelf, on the dashboard, passenger seat, rear seat, for example) must be avoided.
- 6.3 The Customer shall be responsible for ensuring that the flinkey Box is clearly allocated to an vehicle via its serial number in the WITTE Digital Portal. The guidelines in the operating manual and in the WITTE Digital Portal must be observed to enable a clear allocation. Furthermore, the Customer shall be responsible for ensuring that the authorizations for users are issued and allocated to the correct vehicle.
- 6.4 The Customer shall be responsible for ensuring that its Customers have access to the flinkey App. The Customer shall manage the rights of use of its customers itself and ensure that no unauthorized use is possible. The Customer shall also bring our respective applicable conditions of use to the knowledge of its customers and refer expressly to their validity.

6.5 We shall inform the Customer about updates. The Customer undertakes to immediately perform the updates made available by us or by our cooperation partner to ensure the functionality and safety of the flinkey Box. The Customer shall ensure that its customers also immediately carry out the required updates.

The Customer shall be notified that non-performance of updates can cause the WITTE products to no longer work properly.

6.6 Any defects in the flinkey Box must be immediately reported to us.

The following shall apply for the use of a flinkey IQ:

6.7 The Customer shall be responsible for properly implementing the flinkey IQ in accordance with the instructions in the operating manual.

6.8 The flinkey IQ shall be activated upon being installed in the vehicle as well as through the allocation of the flinkey IQ to a vehicle in our WITTE Digital Portal. The Customer shall be responsible for ensuring that the flinkey IQ can be allocated to a specific vehicle via its serial number in the WITTE Digital Portal. The guidelines in the operating instructions and in the WITTE Digital Portal must be observed for this to occur. Furthermore, the Customer shall be responsible for ensuring that the authorizations for users are issued and allocated to the correct vehicle.

6.9 When the flinkey IQ is used, both the GPS position data of the vehicle as well as a variety of vehicle telemetry data shall be recorded; this data is required to use our services. The Customer must draw its customers' attention to this and, if necessary, make the necessary arrangements to enable use of the data.

We shall be entitled to check the content and the existence of these arrangements after giving prior notice to of our intention to do so, in order to ascertain whether the applicable statutory provisions have been observed. We shall not be liable for any infringements in connection with the data processing, in particular from a data protection point of view. However, we shall assist the Customer in defending itself against such claims.

6.10 The Customer shall be responsible for laying the corresponding foundations to ensure that the personal data of its customers is processed in accordance with the respective applicable data protection regulations. We shall have the right to regularly make certain that this is the case.

6.11 Any defects in the flinkey IQ must be immediately reported to us.

7 RIGHTS AND OBLIGATIONS OF WITTE

The following shall apply for the use of a flinkey Box:

- 7.1 We guarantee that the flinkey Box shall be in a technically perfect condition at the time of delivery in accordance with point 5.7 and that no third-party rights prevent contractual use of the flinkey Box. We shall make available the right to use the WITTE Cloud infrastructure to the Customer and its customers for the duration of a flinkey Go agreement.

The following shall apply for the use of a flinkey IQ:

- 7.2 We guarantee that the flinkey IQ shall be in a technically perfect condition at the time of delivery in accordance with Point 5.7. We shall make available the right to use the WITTE Cloud infrastructure to the Customer and its customers for the duration of a flinkey Go agreement.
- 7.3 We shall be entitled to temporarily suspend the provision of telemetry data for the period of the maintenance work.
- 7.4 All of the services made available by us require an Internet or a mobile phone connection which is made available by a third party, and for whose existence and their bandwidth WITTE shall assume no liability whatsoever. The Customer must notify its customers of these circumstances and in particular make it clear that the lack of such a connection may significantly limit the services made available by us or even cause them to break down.

8 PAYMENT MODALITIES

- 8.1 All prices are net without value-added tax, which the Customer must pay additionally in the respective statutory amount.
- 8.2 The purchase price for the flinkey Box and/or the flinkey IQ must be settled within 14 days of the date of invoicing. The purchase price shall apply ex-works, incl. packaging costs.
- 8.3 The service fee for a flinkey Go agreement (Go agreement for flinkey Box and/or flinkey IQ) must be paid monthly. If the Customer concludes a flinkey Go agreement together with a purchase agreement, the initial service fee shall be due for payment upon dispatching the flinkey Box or the flinkey IQ . The service fee shall be due for payment for the months to come on the calendar day which correlates to the due date for the initial service fee. If the Customer already has a flinkey Box or a flinkey IQ and has concluded a separate flinkey Go agreement, the initial service fee shall be due for payment once the agreement is concluded. The calendar day which correlates to the calendar day when the contract was concluded shall be decisive for payment of the service fees for the months to come.
- 8.4 If the Customer falls behind with payment, we shall be entitled to request default interest in the amount of 9 percent over the base interest rate of the European Bank (EZB) per annum. The Customer's obligation to pay default interest shall rule out our right to claim further damages caused by the delay.
- 8.5 The Customer shall only be entitled to offset against our claims if its claims have been legally established, if we have recognized them or if its claims are indisputable.
- 8.6 In the event that the Customer is in payment default, we shall be able
- to immediately assert all claims arising from this or other business dealings, even if they are still not due, vis-a-vis the Customer;
 - retain our deliveries or other services arising from this or other orders until the complete fulfillment of all our outstanding claims from this or other orders of the Customer;
 - request a reasonable provision of security;

and if the service fee for the flinkey IQ and/or for is not paid in a timely manner, we shall be entitled to immediately suspend Service Performance for the flinkey IQ or the flinkey Box.

- 8.7 If we become aware of information indicating a substantial deterioration in the financial situation of the Customer after conclusion of contract which in accordance with best commercial judgment may jeopardize our claims for consideration – in this case this includes in particular the application to institute bankruptcy proceedings, we shall be able to request the provision of a suitable security within a reasonable period or the provision of a consideration until the time of its performance. If the Customer does not respond to our justified requests in a timely manner, we shall be entitled to withdraw from the agreement or to request compensation. In this situation, we can make all amounts – including any deferred payments – immediately payable.

9 FLINKEY BOX; CHANGE OF VEHICLE

- 9.1 If the Customer changes vehicle during the contract period, they shall not be entitled to premature termination of a Customer contract and even if the flinkey Box can no longer be used for the new vehicle. However, in this case, we shall endeavour to make a new flinkey Box available to the Customer using the stock we have in our inventory. However, there shall be no claim for exchange of the flinkey Box in this case.

10 RETENTION OF TITLE

- 10.1 We shall retain ownership over the flinkey Box and the flinkey IQ with accessories until the fulfillment of all claims against the Customer, even if the goods in question have already been paid.
- 10.2 As long as the ownership has not been transferred, the Customer must immediately inform us if the delivered flinkey Box and/or the flinkey IQ is impounded or interfered with by third parties.
- 10.3 In the case of resale/rental of the reserved goods, the Customer shall already assign all claims arising from the above business vis-a-vis its customers as security until the fulfillment of all our claims.

If the assigned claim is included in a current account, the Customer shall already assign to us herewith a part of the balance identical to the amount of the claim, including the closing balance of the current account.

Until our revocation, the Customer shall be authorized to collect the claims assigned to us. We shall be entitled to rescission if the Customer does not adhere to its payment obligations arising from the business relationship or we become aware of circumstances which markedly reduce the creditworthiness of the Customer. If the requirements for exercising the right of revocation exist, the Customer must, at our request, immediately inform us about the assigned claims and their debtors, all information required for the collection of the claims, provide us with the required documentation and indicate the debtor for the assignment. We shall also be entitled to give notice of assignment to the debtors ourselves.

- 10.4 If the nominal value (invoice amount of the merchandise or nominal amount of the right to make a claim) of the securities existing on our behalf exceed the claims secured by more than 20% in total, we undertake to release securities at our discretion at the Customer's request.
- 10.5 If we assert the reservation of ownership, this shall be deemed as a withdrawal from the agreement only in event that we expressly declare in writing. The Customer's right to own reserved goods shall expire if it does not fulfil its obligations under this or another agreement.

11 WARRANTY

11.1 The Customer undertakes to carefully inspect the delivered flinkey IQ immediately after it arrives to ensure it is complete and in good working order. The delivery shall be deemed to have been approved if a complaint is not received in writing, by fax or e-mail within three working days of receiving the goods at the destination or when the defect is not recognizable during a proper examination within three days of discovering it.

11.2 In the event of a justified complaint, the Customer shall initially only have a claim for subsequent fulfillment which we may either render by delivering a defect-free flinkey Box or a defect-free flinkey IQ (against redelivery of the disputed goods) or by remedying the defect. If the subsequent fulfillment is unsuccessful or unreasonable for the Customer (Section 440 BGB) or unsuccessful, because

- we finally decline to do so,
- we cannot render the subsequent performance on a contractually specified date or within a particular period, and the Customer made the continuation of its performance interest conditional on the timeliness of the performance or
- there are special circumstances which, when the interests of both parties are weighed, justify immediate revocation (Section 323 Para. 2 BGB),

the Customer shall have the immediate right to reduce the purchase price or to withdraw from the agreement if it so chooses and to request compensation rather than performance or reimbursement of expenses incurred in vain within the scope of the liability stipulated in Point 12.

The expenses required to fulfill the purpose of the subsequent fulfillment, in particular transport, route, work and material costs, shall be borne by us.

11.3 If the Customer accepts a defective product despite being aware of the defect, it shall be entitled to claims and rights in the event of defects only if expressly reserved by it because of such a defect upon acceptance.

12 LIABILITY

- 12.1 We shall not be liable for inappropriate or improper use of the products.
- 12.2 We shall be liable without limitation for damages arising from injury to life, limb or health.
- 12.3 In the case of material or financial damages, our liability for precontractual, contractual and statutory liability claims shall be limited to intent and gross negligence.
- 12.4 The liability limitation in accordance with point 12.3 shall not apply for the infringement of such contractual obligations which make the performance of a customer agreement or purchase and service agreement even possible and upon whose fulfillment the Customer may rely (major obligations or contractually significant obligations).
- 12.5 Liability due to negligent violation of a significant contractual obligation shall be limited to the typically occurring contractual damage, the occurrence of which we must reckon with at conclusion of contract due to the circumstances known by us at this time.
- 12.6 Further liability shall be excluded irrespective of its legal basis. We shall also not be liable for a lack of economic success, lost profit, collateral damage, consequential damages and damage arising from the claims of third parties in particular.
- 12.7 The above liability limitations shall apply to the liability of our statutory representatives as well as our vicarious assistants and agents as appropriate.
- 12.8 If the scope of the Product Liability Act is open, we shall be liable without limitation in accordance with its provisions.

13 LIABILITY IN THE CASE OF THEFT OF THE CAR

In addition to our liability in accordance with point 12, we shall also be liable for the loss of the vehicle through theft, misappropriation, robbery and extortion (the aforementioned loss events shall hereinafter be referred to as “theft”) as well as for the destruction or damage of the vehicle in connection with its theft in accordance with the following regulations.

13.1 Conditions of liability

Our liability presupposes that the Customer first makes use of its comprehensive cover insurance at its automobile insurance provider. In the case of resale or rental of the flinkey box, the customer must prove that the user of the flinkey box has first used his vehicle insurer. We shall be liable only if the Customer’s comprehensive cover insurer or in the case of resale or rental of the flinkey box of the user’s comprehensive insurance justifies its decision not to provide insurance cover on the grounds that the insurance cover lapses due to use of the flinkey Box, and substantiates this appropriately.

We shall further only be liable in the case of theft if the following conditions have been met:

- (1) At the time of reporting the Customer’s loss, there must be a valid flinkey Go agreement for the flinkey Box between us and the Customer relating to the stolen vehicle. If the flinkey box is resold or leased, an effective contractual relationship must also exist with regard to the use of the flinkey box between the customer and his customer at the time the vehicle is stolen,
- (2) the stolen vehicle and the flinkey box were locked at the time of its stealing and the original vehicle key was deposited in the flinkey box. The locking of the flinkey box was done by means of the flinkey app or the app created by the customer or the customer of the customer himself. The user of the vehicle has confirmed via the app before locking that the original vehicle key was stored in the flinkey box at the time of locking. If an app created by the customer or by the customer of the customer himself is used, the customer ensures that such a confirmation is requested by the user in the app before locking,

- (3) a flinkey Box as well as a flinkey service were allocated to the car at the time it was stolen, which are on file in the flinkey App, and the current vehicle registration which is noted on the driver's license is specified in the flinkey App. If the Customer or the customer of the customer has produced its own App for unlocking and locking the vehicle, it undertakes to ensure that the stolen vehicle can be allocated to a flinkey Box.
- (4) The customer has duly fulfilled its obligations and obligations arising from the purchase agreement and flinkey go contract. In the event of resale or rental of the flinkey box, the customer must ensure that the obligations and obligations arising from the purchase contract and the flinkey go contract are accordingly imposed on the user of the flinkey box; the user must have duly fulfilled these obligations,
- (5) the Customer has met its notification obligations in accordance with point 13.3,
- (6) the Customer has its registered office within the geographical boundaries of Europe or in non-European territories which are under the jurisdiction of the European Union,
- (7) the vehicle concerned must be registered in a city, have a current valid motor vehicle registration and have its usual location in a city which is within the geographical borders of Europe or in non-European territories which are under the jurisdiction of the European Union,
- (8) in non-European territories which are under the jurisdiction of the European Union,
- (9) the vehicle was insured with comprehensive cover insurance with an automobile insurer at the time that it was stolen. We shall assume no liability for vehicles which only have third-party liability insurance.

13.2 Scope of liability

In the event that the vehicle is stolen, our liability shall be limited to the fair value of the vehicle at the time of its theft; however, to a maximum of EUR 50,000 per vehicle. The liability limitation shall not apply in the case of an intentional or grossly negligent violation of duty on our part in connection with the theft of the vehicle as well as in the case of injury to life, limb or health caused by us. In such cases, we shall be fully liable in accordance with statutory requirements.

13.3 Conduct and notification obligations of the Customer

In the case of loss, the Customer must provide the following documentation/information to us:

- (1) A copy of the official rejection letter from the comprehensive cover insurance provider in which it refuses to meet its obligation to provide insurance cover. The rejection letter must detail why the comprehensive cover insurance provider refuses to pay for the damage caused;
- (2) written confirmation from the Customer that the vehicle was fitted with a flinkey Box, in which the original vehicle key was deposited at the time of the theft;
- (3) submission of the name and address of the policyholder of the comprehensive cover insurance and the current age of the vehicle;
- (4) the vehicle registration document, vehicle license, any available original keys as well as a copy of the police report and the accident report to the comprehensive insurance company.

The Customer agrees that we may have access to the following data to examine the claim for compensation:

- all user, vehicle, contractual or flinkey Box data which was deposited in the flinkey App at the time the vehicle was stolen; if the Customer or the customer of the customer has produced its own app to lock and unlock the car, it undertakes to make the afore-mentioned data available to us,
- existing authorization to access the stolen vehicle in the period when the theft occurred,
- vehicle access (locking and unlocking the vehicle) in the period when the theft occurred,
- the relevant user data on the above points.

14 CONFIDENTIALITY OBLIGATION

- 14.1 The Customer undertakes not to divulge the agreed remuneration during the term of a flinkey Go agreement.
- 14.2 The Customer shall ensure in an appropriate manner that those of its employees permissibly engaged to perform the flinkey Go agreement shall maintain the above confidentiality.
- 14.3 If the Customer makes its vehicle fleet available to third parties (customers of the Customer)/or employees, it shall be entitled to pass on the information required for using the opening and closing mechanism.

15 CONTRACT PERIOD

- 15.1 Unless otherwise agreed, a flinkey Go agreement for a flinkey Box and/or a flinkey IQ may be concluded with a fixed term of one month, calculated from the start of the agreement. The contractual period of a flinkey Go agreement shall begin with the dispatch of the goods. The contract period shall be determined upon conclusion of a contract. Proper termination during a fixed term contract shall be excluded.
- 15.2 After expiry of the remaining term, a flinkey Go agreement shall automatically extend by 1 month under the conditions specified in the order. The notice period for the initial contract term shall be 14 days to the end of the contract. The notice period for the extended contract term of 1 month shall also be 14 days to the end of the contract.
- 15.3 Both our right and that of the Customer to termination for good cause shall remain unaffected. Good cause which entitles us to termination shall exist in particular if:
- a cooperation partner of ours discontinues its services on a permanent basis and a replacement purchase is commercially and/or technically unreasonable for us;
 - if despite the observances of all conventional safeguards at the time of the contract period to prevent access by unauthorized third parties, the security of the closing mechanism and/or the security of the data transfer of our telemetry data can no longer be guaranteed
 - if our business liability insurance nullifies the insurance protection for damages connected to the theft of vehicles for which we are not liable. In this case, we shall replace the fair value of the flinkey Box for the Customer.
- 15.4 A declaration of termination may be provided in writing or via our WITTE Digital Portal containing the customer and contract number.

16 FINAL PROVISIONS

- 16.1 The Customer may transfer rights and obligations arising in connection with an agreement to third parties only after we have given our written consent. This does not apply to the handing over of the product to the customers of the Customer who use the Customer's vehicle fleet.
- 16.2 If individual provisions are invalid or unenforceable, or become so, the validity of the remaining provisions shall remain unaffected thereby. The invalid or unenforceable provision shall be replaced by a provision which approximates it as closely as possible in its economic purpose.
- 16.3 The material law of the Federal Republic of Germany shall apply with the exclusion of the United Nations Convention on the International Sale of Goods (CSIG) and the regulations governing international private law.
- 16.4 The sole place of jurisdiction shall be the office or district court responsible for our registered office. However, we remain entitled to also take legal action against the Customer at its legal place of jurisdiction.