

GENERAL TERMS AND CONDITIONS OF PURCHASE AND SERVICES OF INSTAVALO GMBH

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1. SUBJECT MATTER OF THE AGREEMENT

1.1 These General Terms and Conditions (hereinafter "**GTC**") apply to offers from Instavalo GmbH, Gießerallee 23, 47877 Willich, Germany (hereinafter "**Instavalo**") for the sale of a scanner as described in the offer for the digital vehicle condition assessment (hereinafter "**Vehicle Scanner**") as well as associated parts and spare and wear parts, the installation and commissioning of the Vehicle Scanner as well as support, maintenance and other services associated with the installation and operation of the Vehicle Scanner.

1.2 Services not covered by these GTC include, in particular:

- Connection of the Vehicle Scanner to a network of any kind,
- Installation and setup of the network communication packages,
- Connections to the mains supply,
- Any additional voltage stabilizers, filters or separate power lines required to operate the Vehicle Scanner,
- Cloud applications for storing and viewing the scanned images.

1.3 Conflicting or additional contractual conditions of the Customer shall only apply if Instavalo expressly confirms them in writing.

2. OFFERS, CONCLUSION OF CONTRACT

2.1 Instavalo's offers are non-binding unless they are expressly designated or agreed as binding. The Customer is bound to his offer for 14 days. A contract is only concluded upon written confirmation of the order received by Instavalo, but at the latest upon the Customer's acceptance of the delivery. In the event of immediate execution of the transaction, the delivery or service bill shall be deemed to be the order confirmation.

2.2 Instavalo's offers are aimed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). The Provider can therefore demand that the Customer provides sufficient proof of their entrepreneurial status before concluding the contract, e.g. by providing their VAT ID number or other suitable proof. The data required for the proof must be provided by the Customer completely and truthfully.

2.3 If offers from Instavalo and these GTC contain different provisions on the same subject matter, the provisions of the offer shall take precedence.

3. DELIVERY TIME; SELF-DELIVERY; FORCE MAJEURE; PARTIAL DELIVERIES; TRANSFER OF RISK

3.1 The delivery dates and delivery periods specified by Instavalo are non-binding, unless expressly agreed otherwise in writing. Unless expressly agreed otherwise in writing, agreed delivery periods are not deemed to be commercial fixed-date transactions.

3.2 Instavalo shall not be in default vis-à-vis the Customer in the event of non-delivery or late delivery to Instavalo, unless Instavalo is responsible for the non-delivery or late delivery to Instavalo. If it is certain that Instavalo will not be supplied with the ordered products for reasons for which Instavalo is not responsible, Instavalo is entitled to withdraw from or terminate the contract.

3.3 In the case of non-binding delivery periods and delivery dates, the Customer may only exercise a right of withdrawal or termination in the event of delayed delivery if the non-binding delivery period has been exceeded by more than three weeks and the Customer has set a subsequent delivery period of a further three weeks period and declared in writing that he will not adhere to the contract, should the product not be delivered by the end of the term. This provision shall apply accordingly in the event of the expiry of binding delivery dates and delivery periods with regard to the setting of a subsequent delivery period.

3.4 Delays in delivery due to force majeure and other obstacles occurring at Instavalo or its suppliers, e.g. lawful strikes or lockouts, fire, war, etc., which temporarily prevent Instavalo from delivering the goods on the binding or non-bindingly agreed date or within the agreed period through no fault of its own or attributable to it, extend these dates and deadlines by the duration of the disruptions in performance caused by these circumstances. If a corresponding disruption leads to a delay in performance of more than four months, both parties may withdraw from the purchase contract. If delivery and performance become permanently impossible or unreasonable due to such disruption, Instavalo is finally released from its obligation to perform. Further rights of withdrawal remain unaffected by this.

3.5 Partial deliveries are permitted to an extent that is reasonable for the Customer.

3.6 Unless otherwise agreed, deliveries are made at the Customer's expense and risk. Unless otherwise agreed, the risk shall pass to the Customer as soon as Instavalo has delivered the goods to the forwarding agent, carrier or other person designated to carry out the shipment. If the shipment is delayed due to circumstances for which Instavalo is not responsible or if the Customer does not accept the goods on time although they have been offered to him, the risk shall pass to the Customer upon receipt of the notification of readiness.

4. RETENTION OF TITLE

4.1 All goods delivered by Instavalo remain the property of Instavalo as reserved goods until full settlement of all claims arising from the contractual relationship and other claims which Instavalo subsequently acquires against the Customer in direct connection with the goods, regardless of the legal basis. This also applies if payments have been made for specially designated claims.

4.2 The Customer may resell reserved goods in the ordinary course of business. In this case, the Customer hereby assigns his purchase price claim against his customers to Instavalo to secure Instavalo's claims. Instavalo hereby accepts this advance assignment. As long as Instavalo is the owner of the reserved goods, Instavalo is entitled to revoke the authorization to resell if there is an objectively justified reason (e.g. in the event of default of payment).

4.3 The Customer is revocably authorized to collect the claims assigned to Instavalo. Instavalo may revoke the collection authorization if there is an objectively justified reason. Instavalo's authority to collect the claims itself remains unaffected, but Instavalo will not collect the claims as long as the Customer properly fulfills the Customer's payment obligations. If Instavalo is entitled to collect the claims itself, Instavalo may demand that it be informed of the assigned claims and their debtors, that it be provided with all information necessary for collection, that it be provided with the relevant documents and that the Customer informs his debtors of the assignment.

4.4 As long as the retention of title exists, pledging, leasing or transfer by way of security of the goods require the prior written consent of Instavalo. In the event of seizure or other interventions by third parties, the Customer must notify Instavalo immediately and inform the third party of the retention of title. The Customer shall bear the costs of all judicial and extrajudicial defense measures.

4.5 At the Customer's request, Instavalo will waive its securities from retention of title or, at Instavalo's discretion, release securities from assignments by way of security or advance assignments if and to the extent that the realizable value of the securities exceeds the claims to be secured by more than 20% or if the Customer has fulfilled all claims in connection with the goods.

5. SERVICES; INSTALLATION AND COMMISSIONING; OBLIGATIONS TO COOPERATE

5.1 Instavalo provides the agreed services using professional know-how.

5.2 Instavalo may use qualified subcontractors to provide the contractually owed services. The Customer's rights under Art. 28 (2) GDPR remain unaffected.

5.3 The Customer shall cooperate as objectively required (e.g. provision of infrastructure, personnel, organizational support). If Instavalo or a subcontractor provides services at the location of the Vehicle Scanner, the Customer shall grant Instavalo or the subcontractor free and unhindered access to the Vehicle Scanner and its environment. The Customer shall ensure safe working conditions for all parties involved.

6. MAINTENANCE AND SUPPORT

6.1 If the Customer purchases maintenance and support, Instavalo shall provide the maintenance and support described in more detail in Instavalo's offer during the agreed maintenance and support term (minimum term and any renewal terms) to resolve technical problems and answer questions about the use of the Vehicle Scanner. Instavalo sets up a support hotline for support by telephone, email and/or web (ticket system). Unless otherwise agreed between the parties, Instavalo shall provide support services on working days Monday to Friday from 8.00 am to 5.00 pm CET. Excluded from this are national holidays as well as December 24 and December 31.

6.2 Unless otherwise agreed, the maintenance and support term begin upon conclusion of the contract or, if Instavalo still owes the Customer installation and / or commissioning of the Vehicle Scanner upon conclusion of the contract, upon installation or commissioning. The maintenance and support term automatically renews by terms of one year each if maintenance and support is not terminated in writing by either party at least three months before the end of the respective term. Contractual rights of termination granted to the parties and the right of either party to terminate for good cause remain unaffected.

- 6.3 The Customer shall notify Instavalo of any errors via the support hotline and cooperate in the localization of errors. In particular, the Customer shall provide Instavalo with verifiable documentation on the type and occurrence of the reported error and indicate how the error manifests and affects itself and under what circumstances it occurs.

7. REQUIREMENTS FOR THE OPERATION OF THE VEHICLE SCANNER

Any use of the Vehicle Scanner requires a proper infrastructure and operating environment as well as the operation of the Vehicle Scanner by the Customer's expert personnel. In particular, the Customer shall comply with and observe the requirements for the operation of the Vehicle Scanner as described in **Annex 1** to these GTC.

8. DISPOSAL OF THE VEHICLE SCANNER

- 8.1 The Customer assumes the obligation to properly dispose of the Vehicle Scanner at the Customer's own expense in accordance with the statutory provisions after the end of its use.
- 8.2 The Customer indemnifies Instavalo from the manufacturer's obligation to take back products in accordance with § 19 Electrical and Electronic Equipment Act (ElektroG) and any associated third-party claims.
- 8.3 The Customer shall contractually oblige commercial third parties to whom the Customer passes on the Vehicle Scanner to dispose of it properly at their expense in accordance with the statutory provisions after the end of its use and, in the event that the Vehicle Scanner is passed on to a commercial third party again to impose a corresponding obligation on such third party.
- 8.4 If the Customer fails to contractually obligate third parties to whom he passes on the delivered goods to assume the obligation to dispose of the goods and to continue to do so, the Customer shall be obliged to take back the delivered goods after the end of their use at the Customer's own expense and to dispose of them properly in accordance with the statutory provisions.

9. FEES AND TERMS OF PAYMENT

- 9.1 The purchase prices and support fees according to Instavalo's respective offer apply. Unless otherwise specified in individual cases, for any other services, Instavalo's list prices for services valid at the time of the order apply. The applicable list prices for services, including travel costs and the calculation of expenses, can be requested from Instavalo at any time.

- 9.2 All purchase prices quoted are net ex warehouse of Instavalo in Germany excluding shipping and packaging; these will be invoiced separately.
- 9.3 Unless otherwise agreed, Instavalo's claims for payment are due as follows. Purchase price payments and service fees (except for maintenance and support) are due immediately upon receipt of the invoice without deduction. Fees for maintenance and support are due for payment monthly in advance on the first day of the month.
- 9.4 Instavalo is entitled to reasonably adjust the amount of the maintenance and support fees annually. In the event of an adjustment, Instavalo takes into account changes in costs in the area of wages, salaries and costs of purchasing IT services that have occurred in the meantime. An adjustment shall take effect on the date specified by Instavalo, but no earlier than one month after receipt of the notification of the adjustment to the Customer. In the event of an increase in fees of more than 5% in each case, the Customer is entitled to terminate the contract extraordinarily. The termination must be declared in writing immediately after receipt of the notification of the increase with effect from the date on which the increase takes effect.
- 9.5 Unless otherwise agreed, the Customer shall bear Instavalo's material costs, travel costs and expenses incurred in connection with the provision of services. Travel costs and expenses shall be charged according to actual expenditure and at flat expense rates in accordance with the applicable statutory regulations. Travel time shall be charged at the same hourly rate as working time. If, in individual cases, services are not invoiced at hourly rates, an appropriate hourly rate shall apply to travel time, taking into account the qualifications of the personnel travelling.
- 9.6 Statutory VAT is not included in Instavalo's prices. It is shown separately on the invoice date.
- 9.7 In the event of default in payment, the Customer must pay default interest at the statutory rate as well as the statutory default fee of EUR 40.00. For chargebacks of contractual direct debits for which the Customer is responsible, costs of EUR 15.00 each will be charged; Instavalo is entitled to prove higher costs, the Customer is entitled to prove lower costs. Instavalo reserves the right to assert further rights and claims due to the default.
- 9.8 The Customer may only offset claims that are undisputed or confirmed by a final judgement. The Customer may only assert a right of retention insofar as it arises from the same contractual relationship and is based on undisputed claims or confirmed by a final judgement.

10. LIABILITY FOR DEFECTS

If the cause of a defect already existed at the time of the transfer of risk in accordance with Section 3.6, Instavalo is liable for defects in accordance with the following provisions:

- 10.1 Obvious defects must be reported to Instavalo in writing immediately, but at the latest within 10 days of receipt of the goods.
- 10.2 Hidden defects must also be reported to Instavalo in writing immediately, but at the latest within 10 days of discovery of the defect. If this notification is omitted, the delivery is deemed to be faultless and approved.
- 10.3 If the Customer reports a defect in good time, he is entitled, at Instavalo's discretion, to either rectification of the defect free of charge or delivery of a defect-free item (subsequent performance). Replaced parts become the property of Instavalo. If the supplementary performance fails, the Customer may, at the Customer's discretion, withdraw from the contract or reduce the remuneration. A failure of the rectification is only to be assumed if Instavalo has been given sufficient opportunity for rectification, but at least 2 attempts at rectification, without the desired success being achieved. The statutory cases of dispensability of setting a deadline remain unaffected
- 10.4 The Customer shall not be entitled to claims for expenses incurred for the purpose of subsequent performance (e.g. transport, travel, labor and material costs) if the expenses increase because the goods have been taken to a place other than the place of delivery specified in the order, unless the transfer corresponds to the intended use of the goods. If the notice of defects is unjustified for reasons for which the Customer is responsible, the Customer must reimburse Instavalo for the expenses incurred in this respect.
- 10.5 Claims for defects by the Customer are excluded if the defect has arisen because the goods have been combined with other goods, parts have been replaced or consumables have been used that do not correspond to the original specifications. Furthermore, claims for defects shall not exist in the event of only insignificant deviation of the quality of the delivered goods from the agreed quality, in the event of natural wear and tear (e.g. on scrapers for dust removal, filter elements, measuring tips and key systems) and in the event of defects that arise after the transfer of risk as a result of incorrect or negligent handling (e.g. unsuitable or improper storage and

use, incorrect assembly or commissioning by the Customer or third parties, incorrect operation, excessive strain and special external influences that are not assumed under the contract).

10.6 Claims for defects shall become time-barred 12 months after delivery of the goods. Excluded from this are claims for damages and claims for defects in the event of fraudulent concealment of a defect. If installation and / or commissioning of the goods by Instavalo has been agreed, the limitation period does not begin until these services have been provided.

10.7 The Customer is only entitled to claims for damages due to defects insofar as Instavalo's liability is not excluded or limited in accordance with Section 11.

10.8 Claims other than those set forth in this Section 10 due to a defect are excluded.

11. LIABILITY

11.1 Instavalo is liable without limitation for damages caused intentionally or through gross negligence.

11.2 In the event of a slightly negligent breach of a primary performance obligation or a secondary obligation, the breach of which jeopardizes the achievement of the purpose of the contract or the fulfilment of which is essential for the proper execution of the contract and on the observance of which the Customer could rely ("essential secondary obligation"), Instavalo's liability is limited to damages foreseeable at the time of conclusion of the contract and typical for the contract. Instavalo is not liable for slightly negligent breaches of secondary obligations that do not belong to the essential secondary obligations.

11.3 The above exclusions of liability in this Section 11 do not affect Instavalo's liability for a guarantee of quality, for fraudulent intent, for damages resulting from injury to life, body and health and for product defects in accordance with the Product Liability Act. This does not imply a change in the burden of proof to the detriment of the Customer.

11.4 Insofar as liability is excluded or limited in accordance with this Section 11, this also applies to the personal liability of Instavalo's employees, staff, representatives and vicarious agents.

12. CONFIDENTIALITY; DATA PROTECTION

- 12.1 The parties undertake to maintain the strictest confidentiality about all confidential processes, including know-how and business and trade secrets, of the other party that come to their knowledge during the performance of the contract and not to disclose or use them in any other way. This applies to any unauthorized third parties, unless the disclosure of information is necessary for the proper performance of the contract.
- 12.2 Insofar as Instavalo processes personal data as the Customer's processor (e.g. when providing support), the contractual conditions agreed between them on order processing apply (Art. 28 para. 3 GDPR).

13. MISCELLANEOUS

- 13.1 The contract shall be governed by German law to the exclusion of the rules of private international law which would lead to the application of a different law.
- 13.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Instavalo's registered office. Instavalo is also entitled to sue at the Customer's registered office or another competent court.
- 13.3 The Customer is not entitled to assign the contract or individual rights or obligations arising from this contract without the express written consent of Instavalo. Instavalo is entitled to assign the contract or individual rights or obligations from the contract without the Customer's consent to a company affiliated with Instavalo in accordance with Sections 15 et seq. Stock Corporation Act (AktG) or an acquirer of the part of the company relating to the subject matter of the contract.
- 13.4 No verbal collateral agreements have been made.
- 13.5 Should individual provisions of the contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any loopholes in the contract.

ANNEX 1 - REQUIREMENTS FOR THE OPERATION OF THE VEHICLE SCANNER

The Customer must observe the following requirements in particular when operating the Vehicle Scanner:

- Good internet connection (cable connection via LAN preferred) for using the cloud applications to store and view the scanned images and for remote maintenance.
- It is recommended that only clean, de-foiled and unstickered vehicles are passed through the Vehicle Scanner in order to achieve optimum scan quality.
- Accidental damage, scratches and dents must not be pasted over or covered.
- Direct sunlight or reflections on the camera system during scanning, which could dazzle the camera, should be avoided as far as possible.
- The installation space should be large enough to allow the entire vehicle to drive through the Vehicle Scanner as straight as possible.
- 1x power connection per 230VAC/16A must be available in the installation space.
- A forklift truck is required at the time of delivery and sufficient space must be provided for unloading.
- Vehicle Scanner and software must be used by trained persons. Training/instruction of persons must be documented by the customer.
- Vehicle Scanner must be regularly cleaned of deposits, dirt and/or water from the outside in order to avoid loss of quality of the scan images. In addition, the air supply in the doors of the scanner housing must be checked regularly and cleaned if necessary.
- The surrounding area must be free of debris and traffic during installation, commissioning and testing of the Vehicle Scanner. A solid and dust-free floor covering is mandatory.