

General Terms & Conditions

General Purchase & service usage conditions

OBU One – GPS fleet monitoring system & automatic payments of road taxes (tolling services)

1. Preamble

This document provides the general conditions for the purchase of OBU systems for the payment of road taxes in the countries for which activation has been requested, as well as the associated services. This framework contract is assumed by placing the online order on of the OBU1 websites (www.obu1.ro; www.obu1.pl; www.obu1.hu; www.obu1.mk) or by signing the order form for each subsequent customer purchase. Placing the online order or signing the order form constitutes acceptance of the provisions of this contract. The online store on www.obu1.ro; www.obu1.pl; www.obu1.hu; www.obu1.mk and the order form contain information related to the existence of this contract. In order to acquire and accept this contract, it is not necessary to sign it, this is done at the same time as signing the order form or placing the order online. From a hardware and functional point of view, the OBU One system for road tax payment in Hungary, Bulgaria and Poland is identical to the SafeFleet system for vehicle monitoring via GPS. The difference lies in the fact that the OBU One system does not have the GPS monitoring function enabled by default, this can be done in exchange for a monthly subscription.

2. Definitions

Contract - the legal act with onerous title that represents the agreement of the will of the two parties, concluded between a contracting authority, as a user, and a service provider, as a supplier

Supplier - SC ETA Automatizari Industriale SRL as manufacturer of OBU One and SafeFleet systems

User – the purchasing client of the OBU One and SafeFleet systems

OBU One – OBU type device (On-Board Unit) for the automatic payment of road tolls containing the on-board equipment, the SIM with the GPRS service activated and the associated services

OBU related services – automatic payment of the road tax in the countries requested and agreed by the supplier for vehicles >3.5t

SafeFleet related services - access to the SafeFleet Portal for vehicle monitoring via GPS, national GPRS data traffic within the limit of 20 MB/SIM, map server, reports, hardware maintenance and software maintenance during the warranty period, training, installation and commissioning.

Subscription – the value of the monitoring services and the OBU check service option payable monthly

SafeFleet Portal - web-based application that allows access to digital maps and reports (online and historical)

Accessories - optional equipment, hardware and/or software, which can complete the basic functions of the SafeFleet / OBU One Roaming system - international GPRS data traffic

All-inclusive - invoicing monitoring services in advance for a certain period, specified in the order form

GSM – Global System for Mobile Communications, mobile phone network

GPRS – General Package Radio Service, data transfer service in the GSM network, billable by data volume

SIM – the card required for the unique identification of an M2M device in a GSM network through which data communication is made between the device and the data servers

Motor vehicle - any means of transport (car, truck, tractor, construction equipment) with self-propelled or which is attached to a self-propelled vehicle (eg. trailer) and which is powered by a 12-24V battery

Day – calendar day; **Year** – 365 days

3. Object of the contract. Description of services provided

The supplier delivers the OBU One devices and provides the associated services, i.e. installation if chosen by the customer and automatic payment of the road tax in the agreed countries.

The OBU1 equipment is only sold as a package with the OBU Check Service option, which involves an additional fee of 3 euros + VAT/piece/month and provides access to useful reports for using the OBU system. The package contains the reports: current positions, interactive

trajectories and HU-GO toll accessible from the SafeFleet Portal application. Optionally, the OBU One system can be extended for a fee to the GPS monitoring function with access to several functions of the SafeFleet Portal application.

The supplier optionally provides monitoring services. The monitoring package requires a unique configuration of the SafeFleet Portal application regarding, but not limited to: the number and type of reports to which the user has access, the number of users who have access to the application, the type of optional accessories that can be connected at OBU, unit prices, technical support offered, etc.

4. Contract value

The value of the contract is determined by the configuration (basic solution + optional/services) chosen by the user and specified in the order form or in the online store on www.obu1.ro; www.obu1.pl; www.obu1.hu; www.obu1.mk. The order form and the online order confirmation contain information related to the currency of the contract and the total value of the configuration chosen by the customer.

5. Methods of purchase and payment

Contracting the OBU One system can be done through the online order launched on www.obu1.ro; www.obu1.pl; www.obu1.hu; www.obu1.mk. Payment can be made online with the card (through the PayU payment gateway), cash on delivery or by payment order. The supplier will deliver the equipment and provide the associated services only after receipt of the invoice. The installation of OBU One devices can only be done by a partner approved by the supplier. After installation, the customer is responsible for notifying the supplier's support team in order to receive information about the OBU PIN and OBU ID (in the case of registration for the payment of taxes in Hungary). This information must be entered by the customer in the account opened on www.hu-go.hu. The lack of this information and/or their wrong pairing with the vehicles in the customer's account opened on www.hu-go.hu may lead to the receipt of fines from the Hungarian authorities.

6. Issuing and sending invoices

The invoice will be issued automatically after completing the online order and will be received by the customer by email, along with the order confirmation. If he did not receive it by email, the customer can request the invoice at sales@safefleet.eu.

7. Contracting monitoring services

The customer can choose, in addition to the OBU One system, GPS monitoring services through the SafeFleet Portal application. Activation of the monitoring services can be done, for a fee, by written request to sales@safefleet.eu.

8. Delivery and installation of devices

The devices will be delivered within a maximum of 10 days from the payment of the invoice for the OBU and the installation services. The user must notify the supplier about the availability of vehicles for the installation of the system at least 48 hours in advance. The supplier will make the delivery at the customer's expense, at his headquarters or directly at the services authorized to do the installation.

The installation of OBU One is mandatory with permanent connections to the electrical installation of the vehicle and performing all the functional tests in the SafeFleet Portal application. Otherwise, we do not assume responsibility for correct operation. The installation generally takes 30-45 minutes, but it can vary depending on the type of vehicle, the technical

condition of the electrical installation, the number of optional accessories, etc.

During the installation, the authorized service will stick a 23x7 cm sticker on the vehicle with the text "Monitored with GPS. Solution from Safefleet" and a QR code.

The installation is done at the premises of the authorized services of the supplier, and if this is not possible, the representatives of the services can go to the premises of the user in exchange for a rate of 0.2 euro + VAT/km.

The authorized services of the supplier are organizations independent of the supplier and are solely responsible for their own actions.

The provider is not responsible for any damages caused by the service to the user.

9. Roaming service activation

The roaming service is offered free of charge during the entire period of use of the OBU equipment for the payment of road tolls.

10. Technical support & service operations

The supplier will provide technical support services by email, telephone or through the network of authorized services. Technical support is provided on working days, from Monday to Friday, between 8am and 4pm CET..

Service operations (installation, uninstallation, move, SIM change, verification of reports, detection of sabotage, etc.) are carried out through the network of authorized services. The service operations can be provided after prior scheduling of the vehicles for the requested intervention. All service operations, with the exception of those related to the warranty, bear costs for the user.

Support requests may be refused by the provider if the user has unpaid invoices.

11. Contract duration

The minimum duration of the contract is 24 months, unless otherwise specified in the order form, and it enters into force from the date of signing the order form. After the expiration of the minimum duration of the contract, provided that neither party notifies the other party of its intention to terminate the contract at least 30 days before its expiration, the contract is tacitly extended with successive periods equal to the contractual duration.

12. Provider obligations

^ to deliver the device that is the object of the order form, under the conditions and at the terms stipulated in this contract. Exceeding the delivery deadline will be penalized with 0.01% applied to the value of the unfulfilled obligation for each day of delay.

^ to ensure the reinstatement of defective equipment within three days at most. In exceptional cases where the defective subassembly must be purchased directly from import (like a special order), the term can be extended by 10 days.

^ to offer a guarantee on the work performed, except for cases in which the defect occurs for reasons not attributable to them (incorrect handling, operating errors or other situations of a similar nature).

13. User obligations

^ to allow the installation by the supplier through the agreed partners of the equipment on its vehicles

^ to comply with the supplier's recommendations regarding the operating hardware regime of the installed equipment

^ to pay the supplier the counter value of the equipment according to the clauses of this contract

^ to obtain the consent of the owner of the vehicles to install OBU One on them

^ to enter the OBU PIN and OBU ID in his account on www.hu-go.hu and to top up the account before the vehicles travel in Hungary if he does not have an extra collaboration with the supplier for managing the account

^ to stick and keep stuck on the vehicles that are the subject of this contract the stickers offered, for the entire duration of the contract

^ to follow exactly the recommendations received from the technical support by email (from support.hugo@safefleet.eu or from support@safefleet.eu) in case of technical problems with the equipment

^ in case of route necessity through Hungary (upon request of the supplier's support by email), to transmit the details related to the transit according to the request of the provider, responding to each subsection of the route request email within a maximum of 48 hours (upon receipt of erroneous / non-compliant information, the provider does not assume responsibility for any fine related to the respective transit)

^ if the User undertakes any of the following actions: 1. Move equipment from one vehicle to another vehicle; 2. Change of registration number; 3. Sale of vehicle with OBU; 4. Uninstalling the OBU from the vehicle - must notify the provider in writing by email at support.hugo@safefleet.eu and wait for the next steps and perform them in order to be able to transit in the countries for which the payment of tolls is activated road with payment based on OBU. Any fine resulting from such an event not properly or timely (before transit) being notified is the responsibility of the user.

^ any fine resulting from the management of the Hu-Go account, balance, road categories and vehicle information in the Hu-Go account is the responsibility of the user (if the account management is not outsourced to the Provider)

^ the user has no right to disclose or allow third parties to use the API service for the purpose of declaring road taxes in Hungary and services related to the portal www.hu-go.hu

^ in vehicles registered for the automatic payment of road taxes, it is forbidden to use FM modulators and to place OBU equipment at a distance of less than 50 cm from each other, the use of metal objects in the vicinity of the equipment in order not to cause interference or signal jamming.

^ when requesting a vehicle registration if it is not registered in Hungary on its own account (valid for Hungary if the account management is outsourced to the supplier as well as for all other countries for which the activation of the automatic tolling service has been requested), it is mandatory to transmit in writing to support.hugo@safefleet.eu company data: Company name, Company registration number, VAT number, the address of the headquarters, the equipment delivery address if it differs from the headquarters, a full name of a contact person of the beneficiary together with a phone number and an email address, and for each vehicle desired to be registered: Registration number / license plate, country of the vehicle, identification number (chassis series), Euro pollution standard, complete number of axles of the tractor + semi-trailer assembly, vehicle brand, year of manufacture, total maximum authorized weight and weight when not loaded (empty). Also, to the email with the request, it is necessary to attach both the vehicles registration document and the document where the pollution standard appears like CEMT or similar. These data are sent in writing by email to support.hugo@safefleet.eu. The beneficiary is responsible for the correctness of this transmitted information.

^ The vehicles cannot drive in the activated countries until the confirmation is officially received by email from support.hugo@safefleet.eu

▲ For tolling services in Hungary, Bulgaria and Poland respectively, in order to avoid possible fines due to faulty operation or failure of OBU equipment, the supplier provides the beneficiary with a real-time monitoring system (OBU Check) as well as email notification services and SMS. Through the OBU check service, the beneficiary must provide a contact person with name, email and phone who will be passed as a user of the system, having the opportunity and the obligation to check the correct operation of the equipment (the correctness of the position in real time) upon entering a country with automatic toll payment activated. Automatic e-mail and SMS notifications will be activated for this user to alert when the OBU equipment goes offline and comes back online. Also, the beneficiary will send the supplier on support.hugo@safefleet.eu for each vehicle a notification phone number (ideally the driver's), for a separate SMS notification activation in case of faulty functionality of the equipment. Upon receiving such notification of faulty functionality or offline entry, the beneficiary is obliged to immediately purchase a manual transit ticket for all related transits until the confirmation of the equipment's repairment and to send by email to support.hugo@safefleet.eu the time of purchase of the ticket together with the location of the vehicle at the time of purchase of the ticket, no more than 60 minutes after purchase. Failure to verify the condition of the equipment through the OBU check in the Safefleet portal upon entering a country with an activated road tax or failure to activate the user notification or failure to activate the separate notification via SMS (at driver level) may bring with it fines for which the supplier is fully exempt from any liability. In case of need, the beneficiary can request the help of our support by email at support.hugo@safefleet.eu to activate the two types of notifications, etc.

▲ For the tolling services for the other available countries (without Hungary, Bulgaria and Poland respectively), a separate OBU equipment with digital display will be provided, and the cases of non-compliant functionality will be displayed directly on the OBU equipment provided, and the steps to be performed are available in the user manual of the related OBU device. The beneficiary's responsibility is to follow the exact instructions listed in the user's manual.

▲ OBU devices for the payment of taxes in Hungary, Bulgaria and Poland must be installed by partners / services authorized by the supplier (connected to the vehicle's electrical installation).

▲ OBU devices for payment of taxes in other countries (except Hungary, Bulgaria and Poland respectively) can be easily installed by the beneficiary by being connected to the vehicle's cigarette lighter.

▲ Depending on the type of collaboration agreed, in the case of invoices with payment deadlines, exceeding these deadlines can automatically lead to the deletion of vehicles from the accounts of Hu-Go, Bg-Toll, Pl-Toll and other countries, together with the possibility of fines for which the beneficiary is the only one responsible.

▲ In the case of non-fulfillment / non-compliance with all the steps above (the user's obligations), any fines fall under the responsibility of the beneficiary (user).

14. Transfer of ownership

The right of ownership of the hardware equipment, standard or optional, is transferred from the supplier to the user after their full payment. Failure to pay in full for the equipment entitles the supplier to initiate legal procedures for their physical and/or value recovery.

15. Penalties

The Supplier will proceed to compensate the User, in the event that the latter is obliged to pay some fines and/or tolls, due to defects or

deficiencies, even temporary, of the devices made available to the user, in compliance with point 16 from the GTC and only if the beneficiary / user has complied with all user obligations mentioned in point 13.

In order to request compensation, the User has the obligation to send by email (support.hugo@safefleet.eu) the request for compensation together with supporting documents. In case of possible improper charges, the user must send, within a maximum of 45 days from the date of the fact, the export of CSV from the Hu-Go account with the improper charges and the written clarification explaining what was wrongly charged.

In case of fines, all pages received from the authorities are sent scanned (PDF) or photographed (JPG). The document analysis process can take a maximum of 3 working days. In the case of fines, if these are not final decisions (this includes the decisions to collect in advance any potential fines that still require review by the authorities) then the compensation will be made when the provider receives the final decision by email (cases of collection in advance can be canceled by the Hungarian authorities by self-notification and the collected amounts are reimbursed by the Hungarian authority to the user by bank transfer). The service provider will confirm by email the initiation of the compensation or the steps to follow in each case depending on the specifics of the case.

Once the compensation is confirmed by the provider, the user will issue the related penalty invoice (the penalty invoice will contain the mention: "COMMERCIAL PENALTIES ACCORDING TO THE CONTRACT"), and the Provider undertakes to pay these amounts within 45 days from the date of receipt of the documents. The penalty invoice must be without VAT (VAT 0), and it cannot contain other taxes such as currency conversion or processing fees or other commissions, but strictly the amount of the fine (from the minutes), the equivalent in EUR from the fine issuing country's National Bank exchange rate from the day of invoicing.

Any other requests from the User, regarding the payment of penalties, compensation, or other amounts, which do not meet the conditions mentioned in the paragraph above, as well as those for which the supplier is not at fault, will not be honored.

The user declares that, from the moment of making the transfer/payment, he no longer has any claim regarding the aforementioned compensation claim.

Failure to comply with contractual obligations entitles the injured party to request penalties of 0.01% for each day of delay, applied to the value of the unfulfilled obligation.

Penalties/Compensations cannot exceed 10% of the contract value without the prior consent of the user.

16. Limitation of the supplier's liability. Limitations of integrated technologies

The User will be responsible for fulfilling the conditions and requirements entered into force after the delivery of the OBU to the User, which modify the provisions relating to the right to use the road system in countries with activated road tax, or those relating to the technical means used to transmit information, or are modified requirements regarding the reporting system.

The user will be liable, on the basis of tortious civil liability, in the case of improper use of the OBU (disregarding the instructions for use) and in case of alteration in any way, even through fault or error, of the operation of the OBU, if through these actions or inactions transmit unreal information/data, or the transmission of data is not carried out. In these cases, but not only, the Supplier is exempt from any liability. The registration of an OBU that does not comply with the requirements and conditions stipulated may be suspended by the Supplier.

The OBU One devices and the entire system have been certified by NUSZ (the Hungarian road and highway operator), ETA Automatizari Industriale being an authorized declarant, see: <https://toll-charge.hu/en/e-toll/etoll-additional-information/audited-toll-declaration-operators>, which respects the contractual conditions available at: <https://www.hu-go.hu>. The customer

who uses the OBU One device in the HU-GO system accepts the contractual conditions stipulated at the address: <https://www.hu-go.hu>.

17. Warranties

The supplier guarantees that the products supplied by the contract comply with the technical specifications offered. The warranty period granted by the supplier for OBU hardware equipment and optional hardware accessories is 24 months from the date of delivery.

The warranty covers only those defects that appear in the normal operation of the product and does not apply to:

- improper handling, operation, assembly (when performed by the user), electric, mechanical, thermal shocks, high degree of impurities and/or excessive humidity, foreign objects entered into the OBU, liquids, etc.);
- unauthorized interventions on the OBU;
- supply at other voltages and frequencies than those provided by the technical data sheet of the equipment;
- causes external to the operation of the OBU: accidents, losses or damage, ingress of liquids inside, voltage drops or variations, overvoltages on the interface as a result of connecting-disconnecting components, etc.

18. Methods of communication

Official communication between the parties takes place exclusively in writing, using the following email addresses:

For **OBU ONE** (automatic toll payment service):
support.hugo@safefleet.eu
sales, contracting: sales@safefleet.eu
technical support: suport@safefleet.eu
payments / compensations: conta@safefleet.eu
Call Center Hu-Go: +40 310 052 886 (first level support)

19. Applicable law

The contract will be interpreted according to Romanian laws.

20. Confidentiality

A contracting party does not have the right, without the written consent of the other party:

- to make known the contract or any of its provisions to a third party, apart from those persons involved in the fulfillment of the contract;
- to use the information and documents obtained or to which he has access during the performance of the contract, for a purpose other than that of fulfilling his contractual obligations.

The disclosure of any information to the persons involved in the fulfillment of the contract will be confidential and will extend only to those information strictly necessary for the fulfillment of the contract.

A contracting party will be exempt from liability for disclosing information related to the contract if:

- the information was known to the contracting party before it was received from the other contracting party, or
- the information was disclosed after obtaining the written consent of the other contracting party for such disclosure, or
- the contracting party was legally obliged to disclose the information.

Each party will maintain the confidentiality of all known information or data, both during the performance of this contract, and after the contract ceases to produce effects, regardless of the form in which it exists, both those directly related to this contract and the others data relating to the other party and its clients, no matter how he found them, under the penalty of termination of the contract and/or bearing the damages that would be

caused to the other party as a result of non-compliance with this clause.

21. Management of personal data

The supplier is registered with the National Supervisory Authority for the Processing of Personal Data Protection of Personal Data:

General Register number: 0017032
Info kiosk number: 506105334811
Date: 15/09/2010

The supplier guarantees the integrity and confidentiality of the information regarding the user's vehicles. This information will not be made available to third parties without the written consent of the legal representative of the user, with the exception of the case where the state bodies (Police, Gendarmerie, SRI) request this information in writing and the request is related to an ongoing official investigation.

22. Suspension of the contract

The Provider has the right to suspend the services provided if the User has payment delays of any kind, older than 30 calendar days, or if the contract between the User and the operators of roads and highways in the activated countries ceases for any reason. The service will be suspended for the entire duration of the suspension of the execution of the contract concluded between the road and highway operators from the activated countries and the Supplier. Also, the service will be suspended if a road and highway operator from the activated countries suspends or rejects the OBU delivered by the Supplier to the User. To resume the service after suspension, the procedure provided in the GTC will be followed.

23. Termination of the contract

The contract is terminated by the agreement of the parties or by reaching the deadline. The contract can be terminated immediately, after prior notification, by the Supplier - in compliance with the provisions of the GTC - if the User, through any intervention on the OBU, alters the Service or its quality in any way or if the user does not comply with the user's obligations in the GTC. The date of termination is the day following the one provided by the notification as the deadline for removing the unauthorized intervention. In the event that the contract between the Supplier and the road and highway operator terminates, or in the event that the Supplier's license is withdrawn or even if it is not withdrawn, it is modified to the extent that the Supplier is no longer able to provide the Services to the User, this contract terminates by right and immediately. The contract can be unilaterally terminated by the Supplier, in case of breach of obligations by the User, after a prior written notification sent 15 days before the date of termination. The Supplier has the right to immediately terminate the contract in the event that it notices any kind of violation of the prohibitions of this General Terms and Conditions by the User. In case of causing damage to the Supplier's patrimony or in violation of an essential provision of the contract by the User, the Supplier has the right both to the immediate termination and without any prior formality of the legal relationship between the parties and to the refusal to provide any services to the User. Termination of the contract does not affect the obligations already due between the parties. The termination of the contract due to non-compliance with the contractual provisions by the User attracts the demand for all sums owed to the Supplier.

24. Force majeure

Force majeure is an event beyond the control of the parties, which is not due to their mistake or fault, which could not be foreseen at the time of the conclusion of the contract and which makes impossible the execution and fulfillment of the contract respectively; such events are considered: wars, revolutions, fires, floods or any natural calamities, restrictions as a result of a quarantine, embargo, the enumeration not being exhaustive, but

enunciative. An event like the above, which, without creating an impossibility of execution, makes the execution of the obligations of one of the parties extremely expensive is not considered force majeure.

Force majeure is ascertained by a competent authority. Force majeure exempts the contracting parties from fulfilling the obligations assumed by this contract, during the entire period in which it acts. The fulfillment of the contract will be suspended during the period of action of force majeure, but without prejudice to the rights that were due to the parties until its occurrence. The contracting party invoking force majeure has the obligation to notify the other party, immediately and completely, of its occurrence and to take any measures at its disposal in order to limit the consequences. If force majeure acts or is estimated to act for a period of more than 2 months, each party will have the right to notify the other party of the legal termination of this contract, without any of the parties being able to claim damages from the other party.

25. Resolution of disputes

The resolution of disputes related to this contract is done through amicable solutions, and in case of failure, following the law. The parties will make every effort to resolve amicably, through direct negotiations, any divergence that may arise within or in connection with the fulfillment of the contract. If, after 30 days from the start of these negotiations, the buyer and the supplier fail to resolve a contractual dispute amicably, each may request that the dispute be resolved by the courts at the supplier's headquarters.

26. Final provisions

The modification of the contract is done through additional documents, with the agreement of the parties. Unilateral termination of the contract is prohibited if it does not meet the conditions of points 22 and 23 respectively.

Each party will give the other parties a reasonable opportunity to fulfill their contractual obligations before claiming that the other party has not fulfilled its obligations. The user agrees that he is responsible for the results obtained from the use of the products, to the extent that the supplier fulfills his obligations in accordance with this contract. This contract represents the understanding of the parties and replaces any previous communication of the parties on this subject.

The GTC is valid and implicitly accepted by using the service. It is publicly available at the direct address <https://www.safefleet.eu/gtc-road-taxes-obu/> and click on GTC-Road taxes-OBU.