

GENERAL TERMS AND CONDITIONS OF BUSINESS

for services of F-24 UK Ltd. – hereinafter referred to as F24

1. Area of Application

These General Terms and Conditions of Business apply to all business relationships between F24 and their customers.

2. Nature and scope of the services / Term of contract

2.1 The qualities, nature and scope of the services to be provided are set out in the respective service agreement and in relation to the eCall business SMS&FAX portal are set out in the eCall terms and conditions of use.

2.2 Unless otherwise agreed in writing, the term of contract for services of F24 shall be twelve (12) months. The contract shall be extended by a further twelve (12) months (extension period), unless it is terminated in writing three (3) months prior to the end of the contract term or the corresponding extension period. This shall not affect the right to termination without notice and the right to termination under subsection 5.2.

3. Reporting of Disturbance and Notification of Defects

The customer shall immediately notify F24 in writing or in text form (e.g. email or fax) any defects to and issues with the services and systems of F24 in detail and in a clear and concise manner.

4. Acts of co-operation

Acts of co-operation and supply by the Client that have been agreed or are necessary and expedient for performance of the contract, including those defined in the contract, shall be performed as essential contractual obligations of the Client. As part of its contractual ancillary obligations, F24 shall store data for the use of services and systems when reporting emergencies for a period of 24 months from the respective report and shall supply this information to the Client in electronic format on request. There are no other mutual obligations to store and supply such data.

5. Prices / Terms of Payment

5.1 Unless otherwise agreed in the individual case, the fees to be paid by the customer for the services are as set out in the price list as applicable from time to time plus statutory value added tax and other statutory taxes, if any.

5.2 F24 reserves the right to make price adjustments for the services. In the event of price adjustment F24 will communicate the changed prices at least two months prior to the date they become effective. In the event of price increases exceeding 5% being made within 12 months of the previous price increase, the customer will be entitled to terminate the contract in writing with one month's notice upon receipt of the notification of the price increase, to become effective on the date the price increase comes into force.

5.3 During a delay in payment by the customer, the fees shall generate interest at the applicable statutory interest rate. F24 expressly reserves the right to assert further claims with respect to damages caused by the delay. From the second reminder onwards, F24 will be entitled to charge an administrative reminder fee of €15.

5.4 The customer may not set off any monies due from it against claims it has against F24, unless these are undisputed claims and such recognized by declaratory judgement, and then may only assert a right to deny service or to withhold payment based on such a claim. The customer's counter-rights in the case of defects shall remain unaffected by this section 5.4.

5.5 Objections to the invoiced amount of fees depending on the volume of use of the services shall be notified in writing within 30 days upon receipt of the invoice. Failure to raise objections in due time will be deemed approval. In its invoice F24 will point out the consequences of such failure to raise objections in a timely manner.

6. Use of Data

6.1 Personalized data communicated by the customer will be processed and used by F24 exclusively for the customer and according to its instructions (commissioned data processing). Any technical and organizational procedures for the processing and use of such personalized data exceeding the foregoing will be established by the customer upon consultation with F24. Costs and expenses in connection with the implementation of such procedures, if any, shall be paid by the customer to F24 on the basis of the price list as applicable from time to time.

6.2 Applicable data protection laws and regulations will not be affected by the foregoing.

7. Defects

7.1 F24 shall only be liable for defects to the extent that: (i) the services do not comply with the agreed quality and/or specification; and/or (ii) it has failed to provide the services and/or systems with reasonable care and skill. If the parties have agreed on a specification and/or quality, it is the customer's responsibility to ensure that specification and/or quality is fit for its purpose. F24 makes no warranty or representation that any agreed quality and/or specification will be suitable for any use or that the services will be suitable for any particular purpose and all such warranties (whether express or implied) are hereby excluded. F24 shall not be held liable for any representations concerning its services and/or systems which are made by third parties.

7.2 F24 will immediately inspect any notified defects and provide for their removal where applicable and provided that F24 is obligated to remove such defects.

7.3 The customer will be entitled to a reduction of its payment due in the event of defects provided that the customer reports such defects in accordance with section 3 above – the amount of the reduction shall be limited to the payment due for that part of the services which is subject to the specific defects. Even in such a case, the reduction will be proportionate to the limitation of the

options of use of the services as a result of the notified defect and shall be the customer's exclusive remedy in respect of such defects.

7.4 Damage claims are excluded in respect of all defects of the services which were in existence at the time of entering into the contract or which occurred other than as a result of the acts or omissions of F24.

7.5 All necessary expenses for the inspection of the defects and the supplementary performance shall be borne by F24 provided that a defect actually exists and the same occurs as a result of the acts or omissions of F24. In the event that it becomes apparent that a defect does not exist and/or that the issue originates due to the act or omission of the customer and/or any person under its control, F24 may claim compensation for all costs arising from the unjustified defect rectification request (in particular inspection costs and travel expenses).

7.6 The limitation period for claims based on defects of quality or defects in title of the services provided by F24 is one year from the beginning of the statutory limitation period.

8. Liability

Without prejudice to the terms of section 7 above, the liability of F24 for all the rights and claims resulting from and in connection with the conclusion and performance of the services contract is – irrespective of the factual or legal ground – limited as follows:

8.1 In case of fraud, or death or personal injury caused by its negligence, F24 will be liable in accordance with applicable law and the limitations and exclusions of liability below will not be applicable.

8.2 F24 hereby excludes all liability in respect of loss of profit, loss of revenue, loss of data, loss of goodwill and all indirect and/or consequential loss.

8.3 The aggregate liability of F24 to the customer in respect of all claims arising out of or in connection with this contract (including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise) will be limited to a maximum of €500,000 for property damages and to a maximum of €500,000 for any other loss or damage. If the customer considers that the typical, foreseeable damage might exceed the above liability limits, the customer shall expressly draw the attention of F24 to this fact. In such a case the contracting parties may agree a higher liability amount in exchange for the customer's take-over of the costs incurred for a surplus insurance.

8.4 F24 will be liable under a guarantee accepted by F24 only to the extent as rights, claims and liability result from the explicit wording of the guarantee statement.

8.5 The customer's contributory fault, if any, will be taken into account accordingly.

8.6 Where the services can only be provided subject to the provision and availability of communication routes by telecommunications services providers, F24 will assume no responsibility for the provision and availability of the communication routes, unless such provision is denied due to the intentional or grossly negligent acts of F24.

8.7 F24 will not be responsible for failures affecting facilities, devices and/or implements of communication which were not provided by F24, unless such failure was caused intentionally or with gross negligence by F24.

8.8 Save as expressly set out in the service contract, F24 hereby excludes (to the maximum extent permitted by law) all express and implied warranties in respect of its delivery of services and/or systems.

9. Use by Third Parties

The customer is not allowed to make available the provided service for use by third parties unless with the prior written consent of F24. The contractual relationship does not entitle the customer to make available the services to third parties. The parties agree that no person other than F24 and the customer shall be entitled to enforce any provision of their contract of services.

10. Other Covenants

10.1 Collateral arrangements, supplementing provisions, modifications of and amendments to the contract of services including the specification of services require must be in written form and signed by both parties to be effective. The waiver of the written form requirement must be made in writing as well.

10.2 The customer's general terms and conditions of business will not be applicable, unless such applicability has been expressly confirmed by F24 in writing.

10.3 Upon expiration of the contract F24 will be entitled to either preserve or destroy all the documentation received from the customer, unless mandatory legal regulations provide otherwise.

10.4 Any assignment of rights or transfer of obligations is subject to the prior written consent of the other contracting party.

10.5 These General Terms and Conditions of Business, and the relationship between the parties, shall be governed by the laws of England and each party agrees that all disputes arising out of or in connection with these General Terms and Conditions of Business, and/or with its negotiation, validity or enforceability, and/or the relationship between the parties, (in each case whether or not regarded as contractual claims) shall be exclusively governed by and determined in accordance with English law. Each party expressly submits to the exclusive jurisdiction of the English Courts.