

General Terms and Conditions of NTS GmbH

1. Scope; Defense Clause

These General Terms and Conditions apply to all contracts regarding the sale, rental, and maintenance of traffic safety equipment such as traffic signs, barrier materials, traffic light systems, etc., as well as traffic safety services between the contracting company of NTS GmbH (hereinafter: "we") and customers acting as business entities as defined in § 14 of the German Civil Code (hereinafter: "Customer"). Unless expressly agreed otherwise, these Terms and Conditions also apply to all future business relationships with the same customer, even if their validity is not expressly renewed. Any terms and conditions of the Customer that deviate from these General Terms and Conditions shall not become part of the contract.

2. Common Rules for All Contract Types

The following common regulations apply to all contracts concluded by us with the Customer:

2.1 Offer, Contract, Withdrawal, Amendments

- a) Unless otherwise specified in a contract offer submitted by us, we shall be bound by the offer for 14 days.
- b) The contract shall also be deemed to have been concluded in accordance with our offer if the Customer uses our services without objection or if we begin to provide the services with the Customer's consent.
- c) If, after submission of our offer, it becomes apparent that it contains an error or calculation error that is material to the price calculation, the party adversely affected by this error may withdraw from the contract that may have already been concluded on the basis of the offer within two weeks of discovering the error, or – if the contract has not yet been concluded – is not bound by the offer that is incorrect to its disadvantage. The statutory rights to contest declarations of intent remain unaffected by this.
- d) We reserve the right to withdraw from the contract in the event that we are unlikely to be able to provide the owed delivery or service in the long term or not as agreed due to insufficient self-delivery. In this case, we undertake to inform the Customer immediately of the impediment to performance and to reimburse the Customer immediately for any payments already made.
- e) Section 2.1 d) shall apply accordingly in the event that we are likely to be permanently prevented from performing the delivery or service owed as agreed due to force majeure or by impediments to performance that were not foreseeable at the time of conclusion of the contract and cannot be overcome by reasonable expenses. However, this does not apply to the extent that we are responsible for the impediment to performance ourselves.

f) Ancillary agreements and amendments to the contract, including these GTC, require confirmation from a person authorized to represent us in order to be effective, if they have been agreed for us by a person who does not have power of representation.

2.2 Prices

- a) The prices stated in our offers are subject to the proviso that the order data on which the offer is based remain unchanged. The prices are ex-establishment and do not include VAT, packaging, freight, and insurance.
- b) For the use of vehicles, according to our choice, either the mileage rate or a flat fee will be charged according to our then-current price list.
- c) Set-up or dismantling days as well as delivery or return days are considered full days for billing purposes. This does not apply if and to the extent that we can use the assembled or dismantled material for other orders on the same day and invoice them.
- d) We will pass on expenses to the Customer in full. This does not apply to expenses for which we are responsible, which were neither necessary nor sensible, and are not covered by the Customer's consent.
- e) If additional costs arise due to extraordinary circumstances that were not recognizable at the time of conclusion of the contract and are not attributable to us, we are entitled to pass these on to the Customer.
- f) If additional measures are required with regard to a grid connection required at the place of installation, the Customer must bear the costs incurred.
- g) Our regular working hours are Monday to Thursday from 7:00 a.m. to 4:00 p.m. and Fridays from 7:00 a.m. to 1:00 p.m. Work carried out outside this time will be charged according to expenditure with corresponding overtime, night, or holiday surcharges in accordance with our current price list.
- h) If we assume the duty to ensure traffic safety as agreed, we are entitled to invoice the time required as a result (in particular for checks) in accordance with our applicable price list.

2.3 Terms of Payment

- a) Unless otherwise agreed or specified in the invoice, our invoices are payable without deduction within 14 days from the date of invoice. If the Customer can prove that the invoice was received less than 7 days before the aforementioned payment date, the payment deadline will be extended to the date 7 days after the actual receipt of the invoice. In this case, the Customer is obliged to inform us immediately after receipt of the invoice.
- b) Payments must always be made without deduction. If there is a continuing obligation without a time limit or with a term of more than one month, we are entitled, at our discretion, to issue monthly, quarterly, or semi-annual interim statements, which can also be made in advance and for which the same regulations apply as for regular (final) invoices.
- c) Discount deductions or security withholdings by the Customer are not permitted without our consent.
- d) We are entitled to demand advance payment or security deposits up to the amount of the rent agreed

for the term of the contract or the agreed remuneration for services.

e) In the event of payment default by the Customer, we are entitled to demand default interest in accordance with the statutory provisions, but at least in the amount of 10% p.a. In case of a reminder to the Customer after the due date of the unpaid payment claim, we are entitled to charge a lump-sum reminder fee in the amount of €10.00. We reserve the right to assert further expenses and damages.

f) In the event of payment default and reasonable doubts as to the solvency or creditworthiness of the Customer, we are entitled – without prejudice to our other rights – to demand securities or advance payments for outstanding deliveries and to make all claims arising from the business relationship immediately due.

2.4 Delivery Times

The delivery times are specified by us in such a way that they can be adhered to in the normal course of business. They are subject to our timely self-delivery. The start of the delivery period is to be regarded as the time at which the order has been finally clarified and confirmed by us.

2.5 Shipping, Collection

If no special agreements have been made regarding the shipping method, shipping will be at our discretion. Self-collectors must identify themselves by official photo ID.

2.6 Transfer of Risk

The risk passes to the Customer with the proper dispatch of the goods. This also applies if carriage-free delivery has been agreed in exceptional cases. In the event of collection by the Customer or a third party commissioned by them, the risk passes to the Customer upon handover to the Customer or the third party commissioned by them, but at the latest when they leave our business premises.

2.7 Load Securing During Collection

In the event of collection by the Customer or a third party commissioned by the Customer, the collector is always responsible for securing the load and ensuring that the load weight is permissible. The goods will only be placed by us on the vehicle of the collector. We are not a shipper within the meaning of § 412 HGB (German Commercial Code). The safe fastening of the goods in accordance with the applicable state of load securing technology is carried out exclusively by the Customer or the collector commissioned by them, who must provide appropriately trained personnel. The Customer or collector provides the necessary load securing equipment. We do not check the load securing carried out by the Customer or collector or their vicarious agents. We assume no liability for damage caused by inadequate load securing. The Customer indemnifies us against all claims by third parties due to missing or inadequate load securing to the extent that the Customer is responsible for the occurrence of such claims.

2.8 Limitation of Liability

a) We are not liable – regardless of the legal grounds – for simple negligence on the part of us, our organs,

representatives, employees, agents, subcontractors, vicarious agents, or other assistants for any damage and/or expenses incurred by the Customer. This does not apply to claims of the Customer due to the violation of essential obligations, the fulfillment of which is essential for the proper execution of the contract and on the fulfillment of which the Customer may therefore regularly rely (cardinal obligations).

b) In the event of a simple negligent breach of cardinal duties within the meaning of section 2.8 a) by us, our organs, representatives, employees, agents, subcontractors, vicarious agents, or other assistants, any liability on our part for all claims for damages and/or reimbursement of expenses of the Customer, regardless of their legal nature, shall be limited in amount to the foreseeable damage typical for the contract.

c) We are not liable for simple negligence for loss of profit, indirect damage, or consequential damage.

d) The above exclusions of liability or limitations of liability in accordance with this Section 2.8 do not apply to any claims for injury to life, limb, or health or to non-waivable claims under the Product Liability Act.

e) Insofar as our liability is excluded or limited according to the above provisions of this section 2.8, the same applies accordingly to the possible own liability of our organs, representatives, employees, agents, subcontractors, vicarious agents, or other assistants for the same reason for liability.

2.9 Assignment, Set-off

a) We are entitled to assign our claims against the Customer to third parties and to offset all claims to which we are entitled against the Customer against any counterclaims of the Customer against us.

b) The Customer may only assign their claims against us to third parties with our express consent. The Customer can only offset against our claims with undisputed or legally established claims.

2.10 Place of Performance

Unless otherwise agreed, the place of performance for delivery, payment, and performance is the location of our branch with which the contract has been concluded.

3. Specific Rules for Contracts Relating to Transfer of Use (in particular rental agreements)

For contracts for the transfer of use of goods without their transfer of ownership, in particular rental (these contracts are hereinafter referred to collectively as "transfer contracts," the goods concerned collectively referred to as "transferred goods"), the following special provisions apply in addition to the common provisions (point 2 above):

3.1 Termination of Assignment Agreements

a) The Customer must declare an ordinary termination of indefinite assignment contracts to us at least 8 days before the desired dismantling day, unless a notice period deviating from this has been agreed. The mutual right to extraordinary termination for good cause remains unaffected.

b) We are entitled to terminate the assignment agreement without notice if there is an important reason for doing so. In particular, it is to be regarded as an important reason entitling us to terminate without notice if:

- the Customer has transferred the goods to a third party, sublets it in breach of contract, or otherwise transfers it to them, or assigns rights under this contract to third parties or attempts to grant third parties rights of any kind to the goods made available in breach of contract, or
- the transferred object is significantly jeopardized by the Customer's neglect of custody and due diligence obligations,

if the Customer has not complied with a previous request by us for remedy within a reasonable period of time set by us, whereby a period of 10 days is usually to be regarded as a reasonable period.

3.2 Costs and Prices, Terms of Payment

a) The rental price shown in the offer or in the applicable price list does not include delivery and set-up costs. If the delivery of the provided item and its furnishing is carried out by us, each technician hour as well as the arrival and departure by car or truck will be invoiced separately or a lump sum will be agreed.

b) If the items provided cannot be dismantled punctually at the end of the contract, the Customer must bear the costs of the further transfer at the agreed prices, unless we are responsible for the delay. The above regulation applies mutatis mutandis to agreed flat rates, which are then calculated in proportion to the ratio between the actual and agreed assignment period. Any claims for damages to which we are entitled shall remain unaffected by the above provisions of this clause.

c) Items returned to us that have damage or soiling that were not yet present at the time of transfer will be charged to the Customer in accordance with our respective hourly billing rate according to the price list, or, if necessary (in case the full possibility of reusing the transferred item no longer exists and can no longer be produced in an economically sensible manner by repair), replaced by replacement, while passing on the replacement costs to the Customer. In the latter case, after payment has been made, the Customer has the right to demand transfer of ownership of the items that can no longer be used and to collect them from us at their own expense. We must be informed of the Customer's intention to do so immediately after becoming aware of the planned exchange; the payment and collection must be made immediately, at the latest within 14 days after receipt of our invoice for the replacement costs. After this period, we are no longer obliged to keep the replaced parts for collection by the Customer.

3.3 Warranty

a) Items transferred, especially traffic-related facilities such as traffic safety walls, traffic lights, or signage may show signs of wear and tear due to use when they are made available to the Customer. As

long as these do not result in functional impairments, this is not to be seen as a defect.

b) In the case of electrical products, the regulations of the Association of German Electrical Engineers (VDE) apply insofar as they are relevant to the safety of the items provided.

c) The Customer is not entitled to any claims for damages or compensation for expenses against us due to any initial defects in the item provided, unless we are at fault.

d) If there is a defect in the goods provided that gives rise to the Customer's statutory warranty claims, we may, at our discretion, either replace the defective item with a similar defect-free item or remedy the defect (subsequent performance). In the event of a failure of subsequent performance, the Customer is entitled to reduce the rent or withdraw from the contract at their discretion. Claims for damages by the Customer due to defects in the goods provided are excluded to the extent that this is legally permissible. The above provisions pursuant to this Section 3.3 d) do not apply if any defects have been fraudulently concealed by us from the Customer (§ 536d BGB); in this case, the warranty claims of the Customer are in accordance with the statutory provisions.

e) If the Customer has claims for damages and/or claims for reimbursement of expenses due to defects, the limitation of liability provisions in accordance with Section 2.8 shall apply to these claims. However, this does not apply if any defects have been fraudulently concealed by us from the Customer (§ 536d BGB); in this case, the Customer's claims for damages and reimbursement of expenses shall be governed by the statutory provisions.

f) Warranty claims against us are only available to the Customer and are not transferable.

3.4 Official Approvals, Grid Connections

a) The Customer is solely responsible for obtaining official permits for the installation and operation of provided items (at their own expense).

b) If a grid connection is required, the Customer must ensure that it is provided in good time and bear the connection and operating costs. The invoices are processed and paid by the Customer directly with the electricity supplier or electricity company.

3.5 Due Diligence and Notification Obligations; Malfunctions

a) The Customer has the duty of supervision for the duration of the rental period and bears the risk of loss and damage.

b) Items provided are to be treated with care by the Customer and - unless otherwise agreed - to be maintained accordingly at the Customer's own expense. Damage must be reported to us immediately.

c) Operational disruptions to the items provided must be reported to us immediately. The costs for the removal must be borne by the Customer (insofar as they are not covered by any existing maintenance contract), unless the operational disruption is our responsibility. The Customer must indemnify us against any claims for compensation by third parties

caused by operational disruptions, insofar as the Customer is responsible for the operational disruption.

3.6 Relationship with Third Parties

a) The Customer may neither sublet the provided item to third parties or otherwise transfer it to third parties without our prior consent, nor assign any rights under the contract or grant rights of any kind to the item provided.

b) If a third party attempts to establish or assert rights to the transferred item by means of seizure, attachment, etc., the Customer is obliged to notify us immediately and to inform the third party immediately in writing of our right of ownership to the transferred item. If the Customer culpably fails to comply with this obligation, they shall be liable to us for the resulting damage.

4. Special Provisions for Sales Contracts

In addition to the common provisions (section 2 above), the following special provisions apply to purchase contracts:

4.1 Retention of Title

a) The goods shall remain our property until all (including balance) claims to which we are entitled against the Customer for any legal reason now or in the future have been satisfied. Processing or transformation is always carried out for us as manufacturer, but without obligation for us. If our (co-)ownership ceases due to a connection, it is already agreed that the Customer's (co-)ownership of the uniform item will be transferred to us on a pro rata basis (invoice value). The Customer keeps our (co-)property free of charge. Goods in which we are entitled to ownership or co-ownership on the basis of the above provisions of this clause are hereinafter referred to as "reserved goods."

b) The Customer is entitled to process and sell the goods subject to retention of title in the ordinary course of business. Pledges or transfers by way of security are not permitted. The Customer hereby assigns to us in full the claims (including balances) against third parties arising from the resale or any other legal reason (insurance, tort) regarding the goods subject to retention of title due to their sale, loss, destruction, or damage. We revocably authorize them to collect the claims assigned to us on our behalf in their own name. At our request, the Customer will disclose the assignment and provide us with the necessary information and documents.

c) The retention of title also extends to the products resulting from the processing, mixing, or combination of our goods, whereby we are considered to be the manufacturer. If, in the case of processing, mixing, or combination with goods of third parties, their right of ownership remains, we acquire co-ownership in proportion to the proportion of the value of the goods subject to retention of title in the result of the combination, mixing, or processing.

d) In the event of access by third parties to the goods subject to retention of title - in particular seizures - the Customer must immediately inform the third

party of our ownership and notify us immediately (generally in advance by fax and additionally by registered letter) so that we can enforce our property rights. If the Customer culpably fails to comply with their obligation to notify us immediately, they shall be liable to us for the resulting damage.

4.2 Warranty

a) The warranty period for goods sold by us is one year, unless otherwise agreed.

b) The prerequisite for the assertion of warranty rights is proof of the delivery date and the origin of the complained product.

c) In the case of electrical products, the regulations of the Association of German Electrical Engineers (VDE) apply insofar as they are relevant to the safety of the goods sold.

d) Upon receipt, the Client shall immediately inspect the delivered goods for defects in terms of quality and intended use.

e) Any warranty claims shall lapse unless the Customer complains about the defect in accordance with §§ 377, 378 HGB in compliance with the deadlines specified therein. The notice of defects should be made in writing and accompanied by supporting documents.

f) If there is a defect in the goods that gives rise to the Customer's statutory warranty claims, we may, at our discretion, either replace the defective item with a similar defect-free item or remedy the defect (subsequent performance). In the event of a failure of subsequent performance, the Customer is entitled to reduce the purchase price or withdraw from the contract at their discretion. Claims for damages by the Customer due to defects in the goods sold are excluded as far as this is legally permissible. The above provisions in accordance with this section 4.2 f) shall not apply if any defects have been fraudulently concealed by us from the Customer or if the deficiencies relate to circumstances for which we have assumed a quality guarantee vis-à-vis the Customer (§ 444 BGB); in these cases, the buyer's warranty claims are based on the statutory provisions.

g) If the Customer has claims for damages and/or claims for reimbursement of expenses due to defects, the liability limitation regulations in accordance with Section 2.8 shall apply to these claims. However, this does not apply if any defects have been fraudulently concealed by us from the Customer or if the defects relate to circumstances for which we have assumed a guarantee of quality to the Customer (§ 444 BGB); in these cases, the buyer's claims for damages and reimbursement of expenses shall be governed by the statutory provisions.

h) Warranty claims against us are only available to the direct client and are not transferable.

5. Special Rules for Contracts Relating to Traffic Safety Services

For service or work contracts for traffic safety services, in addition to the common regulations (No. 2 above), the following special regulations apply:

5.1 Duty to Ensure Road Safety; Changes in Safety Equipment; Malfunctions

- a) Unless otherwise agreed, the obligation to ensure traffic safety on construction sites, etc. is exclusively incumbent on the Customer. In the event of an agreed assumption by us, the type, frequency, and timing of the inspections to be carried out shall be determined by mutual agreement, unless required by law.
- b) Changes to the protection equipment, relocation, and repositioning of protection equipment are carried out exclusively by us and always require - if necessary afterwards - the written confirmation (order) of the competent authority. The Customer may only take these measures themselves with our express prior consent. If security devices are removed from their location, the Customer must immediately ensure that they are properly secured and inform us immediately. Any additional costs incurred shall be borne by the Customer.
- c) Operational disruptions to the safety devices must be reported to us immediately. The costs for the removal must be borne by the Customer (insofar as they are not covered by any existing maintenance contract), unless the operational disruption is our responsibility. The Customer must indemnify us against any claims for compensation by third parties caused by operational disruptions, insofar as the Customer is responsible for the operational disruption.

5.2 Prices, Costs, and Payment Terms

Unless otherwise contractually agreed, the calculation of traffic safety services is carried out in accordance with our current price list. Additional services and costs, in particular for official approvals, statutory or tender requirements, acceptances, as well as the necessary planning documents and documents will be charged separately by us according to our price list. The same applies to additional costs due to circumstances that were not recognizable at the time of conclusion of the contract and for which we are not responsible, in particular in the event of additional official orders and in the event of wishes of the Customer deviating from the contract and fulfilled by us, in particular after changes in agreed deadlines for traffic safety and services.

5.3 Other

- a) We are entitled to transfer the obligations assumed by us to subcontractors.
- b) In the case of electrical products, the regulations of the Association of German Electrical Engineers (VDE) apply insofar as they are relevant to the safety of the deliveries and services.

6. Final Provisions

- a) All legal relationships between us and the Customer in which these General Terms and Conditions are incorporated shall be governed exclusively by the law of the Federal Republic of Germany (excluding conflict of laws). The Vienna UN Convention on the International Sale of Goods of

11.04.1980 (CISG) including its successor regulations does not apply.

- b) Insofar as the Customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Hildesheim. However, we are also entitled to sue the Customer at their general place of jurisdiction.
- c) Should individual provisions of these General Terms and Conditions be or become void or legally invalid, the legal validity of the other terms and conditions shall not be affected. In this case, the contracting parties undertake to make a legally effective regulation instead of the invalid regulation that comes as close as possible to the invalid regulation with regard to the intended economic effect.