

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1. Except where condition 25 applies, these terms and conditions (Terms) apply to every order placed by the customer (Customer) with JENOPTIK Traffic Solutions UK Limited (Jenoptik) for goods and/or services (Products) provided by Jenoptik.

1.2. No terms or conditions proposed by the Customer shall have any effect unless expressly accepted by Jenoptik in writing. In the absence of such acceptance the Customer shall be deemed to have withdrawn or waived his terms or conditions and to contract solely on the basis of these Terms, and acceptance of any orders by Jenoptik shall not constitute or be deemed to constitute acceptance by Jenoptik of the Customer's terms or conditions.

2. ORDER AND ACCEPTANCE PROCESS

2.1. If the Customer wishes to purchase Products from Jenoptik, the Customer shall inform Jenoptik of its requirements and Jenoptik shall provide the Customer with a quotation for the Products.

2.2. Unless otherwise specified, any quotations provided by Jenoptik:

- (a) do not include transportation or packaging costs;
- (b) are valid for four (4) weeks from the date of issuance and effective only for orders that are accepted by Jenoptik within that period; and
- (c) are valid only if the Customer's requested delivery date is within six (6) months of the date on which the order is placed, unless otherwise agreed in writing between the parties (including in the Order Confirmation, as defined below).

2.3. If the Customer accepts the quotation, the Customer shall inform Jenoptik and Jenoptik shall, if it wishes to provide the Products, issue a confirmation of Jenoptik's acceptance of the Customer's order (**Order Confirmation**).

2.4. Jenoptik is not obliged to accept any order placed by the Customer.

2.5. A contract for the sale of the Products shall be formed when Jenoptik provides the Customer with an Order Confirmation and each contract (**Contract**) shall comprise the relevant Order Confirmation and these Terms. To the extent of any inconsistency between these Terms and the Order Confirmation, the Order Confirmation shall prevail.

2.6. Jenoptik is entitled to make changes, modifications or adjustments to the Products at any time without the Customer's consent where such changes:

- (a) do not affect physical or functional interchangeability or performance;
- (b) are required for the purposes of safety; or
- (c) are required to comply with applicable laws or regulations.

2.7. If the Customer requests any variation to the Products before the Products have been delivered or performed, Jenoptik will inform the Customer of the effect of the proposed variation on the pricing, performance timescale, delivery dates or any other provisions of the Contract and the parties will discuss in good faith to agree an appropriate variation to the Order Confirmation. If such variation cannot be agreed within a reasonable period of time, Jenoptik is not obliged to carry out the requested variation or any other requests.

3. PRICE

3.1. The price to be paid for the Products (Price) shall be as set out in the Order Confirmation. No variation of the Price shall be effective unless agreed in writing between the Customer and Jenoptik.

3.2. The Price shall be exclusive of VAT, which the Customer shall pay subject to receipt of valid VAT invoices.

4. DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES

4.1. Jenoptik shall use reasonable endeavours to deliver or perform the Products (as applicable) by the date(s) specified in the Order Confirmation, however any such dates are estimates only and Jenoptik shall not be liable to the Customer for any loss or damage howsoever arising as a result of failure to deliver or perform the Products on or before such dates.

4.2. If performance of Jenoptik's obligations under any Contract is prevented or delayed by any act or omission of the Customer, then without prejudice to any other right or remedy Jenoptik may have, Jenoptik shall be entitled to a reasonable extension of time to perform its obligations.

4.3. Where the Products are goods:

- (a) delivery of the goods shall take place by the method and to the location specified in the Order Confirmation;
- (b) title to the goods shall pass to the Customer on receipt by Jenoptik of full payment for the goods; and
- (c) risk in the goods shall pass to the Customer on delivery (provided that if delivery is delayed due to circumstances for which the Customer is responsible, risk will pass on the day on which Jenoptik notifies the Customer that the goods are ready for delivery).

4.4. Until title to any goods has passed to the Customer in accordance with condition 4.3. (b), the Customer shall:

- (a) keep the goods separate from all other goods in the Customer's possession;
- (b) not allow anything to be done or act in a way that might adversely affect Jenoptik's title or interest in the goods;
- (c) not move the goods from the Customer's premises without Jenoptik's prior written consent;
- (d) not allow any person other than Jenoptik to acquire any interest in the goods;
- (e) insure the goods for their full insurable or replacement value (whichever is higher) with a reputable insurer; and
- (f) not remove, deface or obliterate any identifying mark or number on any of the goods.

4.5. Until title in the goods passes to the Customer, Jenoptik may, in the event that the Customer fails to pay for the goods in full or becomes insolvent or undergoes any analogous event, enter the Customer's premises to search for and remove the goods and the Customer hereby licenses Jenoptik to enter such premises and undertakes that it will procure any necessary authority for Jenoptik to do so.

4.6. Jenoptik shall be entitled to make partial deliveries or performances if:

- (a) partial delivery or performance is usable for the Customer;

- (b) the remaining delivery or performance is ensured; and
- (c) the partial delivery or performance causes no significant additional work or costs for the Customer, unless Jenoptik agrees to bear these costs.

4.7. Installation of any goods is the sole responsibility of the Customer, unless the parties agree that installation will be performed by Jenoptik as a service, in which case the costs for such installation will be detailed in Jenoptik's quotation and agreed in the Order Confirmation.

5. ACCEPTANCE OF PRODUCTS

5.1. Where a formal acceptance procedure is specified in the Order Confirmation, Products are deemed to have been accepted by the Customer unless the Customer notifies Jenoptik within a reasonable period of time (not to exceed 14 days from the date of delivery) of a defect (Rejection). Otherwise, all Products are deemed to have been accepted by the Customer upon delivery and the applicable Product warranty shall apply from this date. The Customer may only reject Products in the event of a significant deviation from the applicable Product specification or due to other major defects, in particular defects, which impair the functionality of the Product.

5.2. The Customer must notify Jenoptik in writing of the reason for any Rejection and, where the Products are goods, allow for on-site inspection, repair or replacement of goods by Jenoptik.

5.3. Return of any goods shall be at the Customer's expense and any associated risk of damage for returned goods is the Customer's responsibility until received, inspected and accepted by Jenoptik.

5.4. The Customer's sole and exclusive remedy in the event of a Rejection is for Jenoptik to:

- (a) where the Products are goods, repair or replace the Rejected goods or, if neither repair nor replacement is possible, issue a refund in respect of the Rejected goods; or
- (b) where the Products are services, re-perform the Rejected services to the extent that this is possible.

6. CANCELLATION

6.1. The Customer may only cancel an Order Confirmation with Jenoptik's prior written consent.

6.2. Jenoptik may cancel a Contract at any time prior to the date of delivery of the Products.

6.3. In the event of any cancellation, Jenoptik will use reasonable endeavours to save any costs incurred in providing the Products as at the date of cancellation (for example, by reassigning staff or cancelling subcontractors' services). If Jenoptik is able to do so, Jenoptik may refund to the Customer any portion of the Price already paid that represents the costs that Jenoptik has been able to save. The Customer shall remain responsible for any proportion of the Price which Jenoptik are unable to mitigate in accordance with this clause 6.3.

7. QUANTITIES AND QUALITY

7.1. Where the Products are goods, Products are supplied subject to reasonable availability to Jenoptik of suitable materials and components and Jenoptik reserves the right to substitute alternative materials and components where reasonably necessary.

7.2. Whether the Products are goods or services, the description, illustrations and materials relating to any Products contained in any price list, brochure, leaflet or other descriptive matter provided by Jenoptik represent the general nature only of the items described therein and do not form any part of any Contract or amount to any representation or warranty in respect of the Products.

7.3. Jenoptik does not warrant or represent that any Products based on any designs, drawings or specifications provided by the Customer in the Order Confirmation will meet any particular requirements of the Customer and the Customer acknowledges that it does not rely on the skill or judgement of Jenoptik for the fitness of the Products for any purpose of the Customer.

7.4. Notwithstanding clause 7.3., if it is agreed between the parties and set out in the Order Confirmation that the Products are subject to formal approvals (for example, Home Office Type Approval), Jenoptik warrants that the Products will meet the requirements of any such approvals.

8. INVOICES AND PAYMENT

8.1. Jenoptik shall invoice the Customer for the Products as set out in the Order Confirmation.

8.2. All valid invoices shall be payable within 21 days of the invoice date.

8.3. Jenoptik shall be entitled to charge the Customer interest at a rate of 5% per annum above the Bank of England's base rate from time to time, or the maximum amount permitted by law (whichever is greater) on all overdue amounts.

8.4. If Jenoptik must take steps or action to recover any amount due to it under any Contract, the Customer will be responsible for all reasonable costs and disbursements (including reasonable legal fees) incurred by Jenoptik in recovering the amount due.

9. WARRANTIES

9.1. Jenoptik warrants that:

- (a) the Products will conform substantially to the technical specification set forth in the Order Confirmation;
- (b) it will perform its obligations under the Contract with the reasonable skill, care and diligence.

9.2. The Customer warrants that:

- (a) it will cooperate with Jenoptik in all matters relating to the Products and any Contract;
- (b) all information and materials that it provides to Jenoptik in connection with any Contract will be accurate, complete and up-to-date.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Each party shall retain ownership of all intellectual property rights vesting in that party as at the date of the Contract.

10.2. If and to the extent required to enable the Customer to use the Products, Jenoptik hereby grants the Customer a non-exclusive, non-transferable licence to use its intellectual property rights in the Customer's business for the purposes of using the Products.

10.3. If the Customer provides Jenoptik with any of the Customer's own materials for the purposes of providing the Products:

- (a) the Customer hereby grants Jenoptik a non-exclusive, non-transferable licence to use the intellectual property rights in such materials solely for the purpose of providing the Products;
- (b) the Customer warrants that such materials do not infringe the intellectual property rights of any third party.

10.4. If the Products include the use of software (Software), unless a separate licensing agreement has been concluded:

- (a) Jenoptik grants to the Customer a non-exclusive right to use the Software;
- (b) the use of the Software must be limited to the scope of use set

- out in the Contract;
- (c) if the licence is confined to a specific device, the Software must only be installed and used on that device;
- (d) the Customer shall ensure that the number of individuals using the Software does not exceed the number of licences acquired;
- (e) the Customer shall not alter, copy or otherwise reproduce the Software, except that the Customer may produce one back-up copy of the Software provided that such copy is clearly identified as a back-up copy;
- (f) the Customer shall take all necessary steps to protect the Software from unauthorised access;
- (g) if the Software includes any third-party software, Jenoptik will clearly identify the third-party software as such and the Customer shall accept and comply with the relevant terms and conditions for the third-party software.

11. INSOLVENCY AND DEFAULT

If the Customer defaults in any payment due under a Contract or otherwise breaches a material provision of the Contract, becomes insolvent or undergoes any analogous event, Jenoptik may, at its option, withhold any further deliveries or performance of Products or cancel any Contracts, without prejudice to Jenoptik's rights under the Contract.

12. INDEMNITY, LIABILITY AND INSURANCE

12.1. The Customer shall indemnify Jenoptik against any claims, losses, liabilities, expenses, costs or damages arising out of:

- (a) the Customer's breach of any Contract;
- (b) the improper use or demonstration of any Products by or on behalf of the Customer; or
- (c) the modification, alteration or repair of any Products by or on behalf of the Customer.

12.2. Nothing in any Contract shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence or that of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or any other liability which cannot be limited or excluded by applicable law.

12.3. Subject to condition 12.1, Jenoptik's liability under any Contract is limited at Jenoptik's option to:

- (a) where the Products are goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the payment of the reasonable cost of repairing the goods (provided that the Customer shall be obliged to mitigate any such costs); or
 - (iii) the repair of the goods; and
- (b) where the Products are services:
 - (i) the re-performance of the services (to the extent that this is possible); or
 - (ii) the reasonable cost of having the services performed again (provided that the Customer shall be obliged to mitigate any such costs).

12.4. No claim can be made against Jenoptik by the Customer, unless the Customer:

- (a) notifies Jenoptik in writing of the facts or matters which form part of any such claim and the nature and extent of any alleged defects

- within 14 days of the Customer becoming aware of the same; and
- (b) where the Products are goods, makes the goods available for inspection by Jenoptik in the condition in which they were delivered.

12.5. Subject to condition 12.1, Jenoptik shall not be liable to the Customer whether in contract, tort or otherwise for any of the following:

- (a) any indirect, special or consequential loss;
- (b) any loss of revenue, business or profits, loss of savings, loss of business opportunity, business interruption, loss or reduction of goodwill or damage to reputation, loss of use, loss of data;
- (c) permissible or usual deviations of the Products from any specifications set out in the relevant Order Confirmation;
- (d) any defects or damage to any Products caused by:
 - (i) inappropriate use by the Customer or a third party;
 - (ii) normal wear and tear;
 - (iii) improper installation, assembly or operation;
 - (iv) lack of or improper maintenance; or
 - (v) improper replacement of parts;
- (e) cosmetic faults which do not affect the value and functional soundness of the Products;
- (f) transport, installation, removal, labour or other costs incurred by the Customer in connection with the supply of the Products; or
- (g) technical advice or assistance given by Jenoptik to the Customer, except to the extent such advice or assistance was included in the Order Confirmation.

12.6. No action (including, but not limited to, breach of warranty claims) may be brought by the Customer against Jenoptik more than twelve (12) months after delivery of the Products.

12.7. Subject to condition 12.1, Jenoptik's total aggregate liability to the Customer in respect of any claims arising under or in connection with any Contract shall be limited to a sum equivalent to the Price paid under that Contract.

13. FORCE MAJEURE

13.1. Notwithstanding anything contained in the Contract, neither Jenoptik nor the Customer shall be liable for any loss damage or expense suffered or incurred by the other party if by reason of fire, accident, wars, civil unrest, epidemic, pandemic, strikes, lockouts or any industrial disputes, natural disaster, unusually severe weather, demonstrations, revocation or suspension of licenses (e.g. export or import), allocation or restriction upon the use of materials or manpower, shortage of means of transport like e.g. cars, trains, ships, planes, fuel or energy shortages, accidents, act (or failure to act), announcements, rules or regulations of governmental authorities or any duly authorised authority (including, but not limited to, any restrictions, prohibitions, non-approval or delay in issuing of visa, permits or admissions despite an application in due form and time) or any other reason, event or circumstances, which could not reasonably have been prevented or avoided by Jenoptik or the Customer as the case may be.

13.2. In such circumstances, the time for performance shall be extended by a period to overcome the impact of the force majeure event.

13.3. If the period of delay or non-performance continues for 30 calendar days, Jenoptik may terminate this agreement by giving 14 days' written notice to the affected party.

14. CONFIDENTIALITY

14.1. The Customer shall treat all confidential information belonging to Jenoptik as confidential and safeguard it accordingly; and shall not

disclose any confidential information without the prior written consent of Jenoptik.

14.2. If the Customer becomes aware of any breach of condition 14.1, the Customer shall notify Jenoptik as soon as possible and in any event within 7 days of becoming aware of the breach.

15. **WAIVER**

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Contract.

16. **AMENDMENT**

No Contract may be varied except by an agreement in writing signed by the duly authorised representatives of the parties.

17. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Unless the right of enforcement is expressly granted, it is not intended that a third party should have a right to enforce a provision of any Contract pursuant to the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or vary any Contract without the consent of a third party to whom an express right to enforce any of its terms has been provided.

18. **TERMINATION**

Jenoptik shall be entitled to terminate any Contract without penalty, if at any time the Customer:

- (a) commits a material breach of any Contract and (if the breach is capable of remedy) fails to remedy the breach within seven days of notice by Jenoptik to remedy the breach; or
- (b) goes insolvent or undergoes any analogous event.

19. **SUB-CONTRACTING AND ASSIGNMENT OF LIABILITY**

The Customer shall not assign or transfer any Contract to any third party except with the prior consent in writing of Jenoptik.

20. **ENFORCEABILITY**

If any provision in a Contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.

21. **NOTICES**

21.1. Any notification by either party to the other under the Contract shall be in writing, delivered by first class post, by fax or e-mail to the other party at the address shown in the Order Confirmation.

21.2. All notices shall be deemed duly given:

- (a) if sent by first class post, two business days after posting; or
- (b) if sent by fax or e-mail, immediately when the notice is transmitted or, if transmitted outside the hours of 9am-5pm English time on a business day in England, at 9am on the following business day.

22. **ENTIRE AGREEMENT**

The Contract constitutes the entire agreement between the parties and supersedes all previous terms and conditions imposed by Jenoptik.

23. **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

23.1. Each Contract shall be subject to and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

23.2. If any dispute arises in connection with a Contract, the parties will first attempt in good faith to resolve such dispute amicably between the

parties. If such resolution is not possible, either party may refer the matter to mediation.

23.3. The commencement of mediation shall not prevent the parties from commencing or continuing court proceedings.

24. **DATA PROTECTION**

24.1. In this condition 24, the terms "personal data", "controller", "processor", "process", "data subject" and "personal data breach" shall have the meaning given to them in the General Data Protection Regulation (EU) 2016/679 or any replacement United Kingdom equivalent (GDPR).

24.2. Where the Products are services, Jenoptik may process personal data as a processor on behalf of the Customer as controller. The personal data processed will be the personal data required in order for Jenoptik to perform the services and Jenoptik will only process the personal data to the extent required, and for the duration required, to perform the services.

24.3. To the extent that Jenoptik processes personal data on behalf of the Customer, Jenoptik shall:

- (a) only process such personal data on the Customer's instructions;
- (b) ensure that persons permitted to process the personal data are subject to appropriate confidentiality obligations;
- (c) take appropriate technical and organisational security measures to protect the personal data;
- (d) assist the Customer in complying with the Customer's obligations under the GDPR in respect of individuals' rights, security, breach notification and data protection impact assessments;
- (e) inform the Customer without undue delay after becoming aware of a personal data breach or a request, notification or other communication from a data subject;
- (f) delete or return personal data to the Customer (at the Customer's choice) at the end of the provision of the services;
- (g) make available to the Customer all information necessary to demonstrate compliance with the obligations laid out in this condition 24; and
- (h) inform the Customer of any sub-processors engaged, ensure such sub-processors are subject to obligations substantially equivalent to those set out in this condition 24 and remain liable to the Customer for all acts or omissions of such sub-processors.

25. **TERMS AND CONDITIONS THAT OVERRIDE THESE TERMS**

25.1. These Terms will apply unless Jenoptik specifies different terms and conditions in its tender or quotation documentation or some other contract entered into by the parties.

25.2. If different terms and conditions are specified by Jenoptik those terms and conditions will override these Terms and will apply instead of these Terms.