Terms and conditions for the use of the internet platform "portal.poolbook.eu" (hereinafter referred to as "**poolbook**") of vPOOL Logistics GmbH, Am Kreisel 7, 91637 Wörnitz, legally represented by its managing director.

I. Scope of application

1. These terms and conditions of use shall govern the provision of the Internet platform for empties management under the domain "portal.poolbook.eu**"** (hereinafter "**platform"**) by poolbook, the use of the platform by the customer (hereinafter "**user")** and the business relationship between poolbook and the user. poolbook and the user shall be jointly referred to as the "**parties".**

2. These Terms of Use apply only to merchants and entrepreneurs pursuant to § 14 BGB (German Civil Code) as well as to legal entities under public law or special funds under public law. The user warrants that he/she is not a consumer within the meaning of § 13 BGB.

3. There are no verbal ancillary agreements between the parties. These terms of use conclusively regulate the use of the platform. Any terms and conditions of the user that deviate from or conflict with these terms of use shall not apply; this shall also apply if poolbook does not expressly object to the terms and conditions of the user.

II. Subject matter of the contract

1. poolbook shall provide the user with the use of the empties management platform under the domain "portal.poolbook.eu" during the term of the contract in accordance with these terms of use and the usage and pricing model agreed between the parties.

2. The platform enables online-supported cross-company empties management. The individual functions are explained in an (online) training course and, if necessary, a telephone hotline and an e-mail hotline are available for further queries during service hours.

3. Via the platform, the user can manage load carriers between empties, transport, cleaning and storage service providers, other service providers using the platform, as well as his customers and suppliers, and in doing so, for example, track incoming and outgoing empties, call up empties balances, order a physical load carrier transport and connect his ERP to the platform via an interface.

4. The user shall be solely responsible for all entries of data and information by the user into the platform and the orders placed by the user via the platform vis-à-vis third parties, as poolbook has no influence on this.

5. The platform is not permanently and uninterruptedly available, but is made available for use by poolbook within the framework of the technical and operational possibilities in accordance with the service levels in the Annex to these Terms of Use.

6. The user himself/herself shall be responsible for the internet connection. The Internet is an insecure and unreliable transmission medium, so that poolbook is not responsible for interruptions or delays in Internet access to the platform that lie outside poolbook's area of responsibility.

1. poolbook shall be entitled to use subcontractors to perform the services under these terms of use without the user's consent being required for this. The conclusion of an order by the user shall be legally binding/encumbered by the provision of a signature or proof of identity by means of the user ID. The company thereby agrees to an accounting according to the user's feedback.

III Conclusion of contract, registration and login

2. The business relationship (contract) on the use of the platform between poolbook and the user shall come into existence upon the user's registration via the platform with acceptance of these terms of use or by written conclusion of the contract between the parties with reference to these terms of use and the associated acceptance. The contract shall commence upon successful registration.

3. Every user of the platform must register as such. Only users invited by poolbook to use the platform may register. Registration takes place as described here:
   1) The user is created on request by vPOOL/poolbook administrators.
   2) The user receives an e-mail with the access data
   3) The user logs into poolbook with the access data received and then changes his password independently. With the user's first login, the registration process is completed and the user is responsible for changing the password himself.

Note: Even without creating an order, the user has access to the balance overview from the first login and can thus use poolbook directly, as well as view vouchers.

4. After successful registration, the user (if he receives the release for the user role Admin-User) can create further user accounts for employees of his company on his user profile page in the platform with his own poolbook identifiers for different user roles, whereby the number of user accounts depends on the respective usage and pricing model agreed between the parties. These are not independent contracts, but all user accounts of the user are subject to these terms of use and the user is responsible for all actions according to these terms of use that are taken by user accounts created by the user and such actions are attributed to the user.

5. Before each use of the platform, the user must register with his poolbook identification ("logging in"). After the end of the use, he/she must log out for security reasons ("log out").

IV. Term of Contract, Termination and Termination of Contract

1. The agreement on the use of the platform shall commence on the date of the confirmation of registration by poolbook by e-mail and shall have an initial term of 24 months (minimum term). After expiry of the minimum term, it shall be extended by 12 months at a time (extension period), unless it is terminated by one party at the end of the minimum term or the respective extension period with a notice period of three months to the end of the month.

2. The right of termination for good cause remains unaffected by this for both parties.

3. Any notice of termination must be in writing.

4. Upon termination of the contract, the user is no longer entitled to use the platform and his user accounts and poolbook identifiers are deactivated so that he can no longer use the platform. The user profile shall be deleted upon termination of the contract. This shall not apply to the user's inventory data stored by poolbook and required for the performance and termination of the contract. The parties may agree on a different contract term in an individual contract. This shall be made in text form.

V. Remuneration, terms of payment, prohibition of set-off, right of retention

1. For the use of the platform, a monthly or annual flat-rate usage fee and additionally a variable usage fee depending on the number of load carriers managed by the user via the platform shall be charged in accordance with the agreed usage and pricing model. The individually agreed prices between the Parties in euros shall apply.

2. The remuneration for the use of the platform shall be invoiced in arrears at individually agreed intervals, broken down into the flat-rate and the variable usage fee. Claims of poolbook against the user shall become due upon receipt of the invoice. All invoices shall be payable within **10** days of the invoice date without deduction. The costs of the money transfer shall be borne by the user.

3. Offsetting by the user is excluded unless the user's counterclaim is undisputed or has been legally established. The user shall only be entitled to a right of retention insofar as his counterclaim is based on the same contractual relationship.

VI. Duties and obligations of the user

The user shall fulfil the duties and obligations incumbent upon him/her for the proper use of the platform. He shall in particular

1. keep his poolbook identifiers secret and not pass them on to unauthorised third parties;

2. not to misuse the platform, in particular not to post false data or information on empties management on the platform, not to post information with illegal or immoral content and not to post or use data, information or malware that may impair or damage the functionality of the platform or the reputation of poolbook;

3. indemnify poolbook against all claims of third parties which are based on an illegal use of the platform by the user or which are made with the user's approval or which arise in particular from data protection law, copyright law or other legal disputes connected with the use of the platform by the user;

4. refrain from unauthorised retrieval or publication of data or information from the platform by himself/herself or by unauthorised third parties or from unauthorised intervention in computer programs and data processing procedures operated by poolbook or from unauthorised intrusion into data processing systems or data networks of poolbook.

VII. Claims for defects

1. poolbook warrants that, during the term of the contract, the Platform will be made available for use to the extent technically and operationally feasible, substantially in accordance with the Service Description and the Service Levels in the Annex to these Terms of Use.

2. poolbook does not guarantee that the platform is constantly available and uninterrupted.

3. The user shall immediately notify poolbook of any recognisable defect of the platform that occurs during the term of the contract.

4. In the event that the platform does not comply with the warranty pursuant to point VII. 1. above, poolbook shall remedy any defects of the platform within a reasonable period of time.

5. The user may not remedy any defects of the platform himself/herself or by commissioning third parties and may not demand compensation from poolbook for any necessary expenses.

6. Insofar as the user is entitled to compensation for damages or reimbursement of futile expenses arising from claims for defects, this shall be subject to the limitation of liability set out in Section VIII below.

VIII. Liability

1. Under no circumstances shall poolbook be liable towards the user for

   (a) for any damage that was not reasonably foreseeable at the time of the conclusion of the contract; or

   (b) for any damages, delays or impediments to performance that are beyond the responsibility of poolbook; or

   (c) for any damage resulting from unsuitable or improper use of the Platform or use of the Platform not in accordance with these Terms of Use.

2. Irrespective of the legal grounds, poolbook shall only be liable for damage caused intentionally or by gross negligence or if poolbook culpably causes damage resulting from injury to life, limb or health, or in the event of non-fulfilment of a guarantee, or if poolbook has fraudulently concealed a defect of the platform.

3. poolbook shall also be liable in the event of culpable breach of a material contractual main obligation or cardinal obligation, however, in the event of breach of a material contractual main obligation or cardinal obligation attributable to simple negligence, poolbook's liability shall be limited to the typically foreseeable damage. A "cardinal obligation" within the meaning of this provision is an obligation of poolbook the fulfilment of which makes the proper performance of this contract possible in the first place, the breach of which jeopardises the achievement of the purpose of the contract and the observance of which the user regularly relies on.

4. In the event of damage caused by gross negligence on the part of a simple vicarious agent of poolbook, poolbook's liability shall be limited to the typically foreseeable damage.

5. The strict liability of poolbook due to defects of the platform already existing at the beginning of the contract shall be excluded.

6. Any further liability of poolbook is excluded. Liability under the German Product Liability Act remains unaffected.

7. The data and information posted by the user on the platform is third-party information for which poolbook is solely responsible; poolbook shall not be responsible for this under the conditions of Section 10 of the German Telemedia Act.

IX. Changes to the terms of use, conditions and prices

poolbook reserves the right to amend these terms of use and the conditions of use of the platform (including the description of services and the prices) at any time by notifying the user accordingly. The user may reject such changes in writing within one month after receipt of the notification. If the rejection is not made in due time, the amendments shall enter into force after the expiry of this one-month period and shall become binding. poolbook shall expressly inform the

user of this legal consequence together with the notification of the amendments. Upon request, poolbook shall immediately provide the user with the respective current terms of use.

X. Assignment and transfer

1. The user shall not be entitled to assign or transfer claims and/or obligations under the contract in whole or in part or to transfer the contract as a whole to a third party without the prior written consent of poolbook.

2. poolbook shall be entitled to transfer the contract with the user, including all rights and obligations arising therefrom, to a company affiliated with poolbook without the user's consent. poolbook shall inform the user of the transfer in writing.

XI. Applicable law

These Terms of Use and all disputes arising out of or in connection with these Terms of Use shall be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. In addition, our currently valid GTC's apply.

XII. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with these terms of use is Wörnitz.

XIII. Severability clause

Should one or more provisions of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace an invalid provision with a valid provision that comes as close as possible to the invalid provision.

Status: March 2023

Attachment
and part of the terms of use

Service Levels for the Internet Platform "poolbook.eu"

1. Availability

The availability of the platform shall be 97% per year. poolbook shall be entitled to carry out maintenance work on the platform, which shall not be taken into account when determining the availability of the platform, if at least 2 working days' notice is given, including the expected maintenance time.

2. Service hours

Service hours are weekdays (Monday - Friday) between 8 am and 5 pm CET. Within these service hours, poolbook accepts fault reports from the user regarding the platform via the hotline.

3. Hotline

poolbook maintains a telephone hotline and an e-mail hotline during service hours, which can only be used by registered users.

The number of the telephone hotline is: +49 9868 9822 333
The e-mail hotline address is: poolbook@vpool.eu

Any change of the telephone number or e-mail address of the hotline shall be announced to the user with reasonable notice.

4. Reaction time

poolbook will respond promptly to fault reports reported via the telephone or e-mail hotline during service hours with a status message to the user.

Status: March 2023