

TERMS OF USE FOR THE LINDNER-TRACLINK SERVICE AGREEMENT

1 Applicability of and amendments to these Terms of Use

1.1 The use of the Lindner TracLink systems ("TracLink", for short) and the related services (basic and add-on services) are subject to the respective current version of these Terms of Use ("Terms of Use", for short). These Terms of Use are therefore a component of the TracLink Service Agreement by means of which Lindner allows the Customer to use TracLink.

1.2 Lindner has the right to unilaterally change and/or amend these Terms of Use in the future. Customer will be notified of changes and/or amendments to the Terms of Use via email and via the TracLink portal (www.lindner-traktoren.at/traclink) and such changes and/or amendments take effect 4 (four) weeks after notification if the customer does not, in writing or via the TracLink portal, raise any objection prior to the expiration of this period. Changes or modifications to the scope of the individual TracLink services are subject to provisions set out in Clause 8.2.

1.3 The respective current version of the Terms of Use can be found at <https://www.lindner-traktoren.at/traclink/>.

1.4 In the event of contradictions between the TracLink Service Agreement (including these Terms of Use) and Lindner's General Terms and Conditions, the TracLink Service Agreement takes precedence. In the event of contradictions between the text body of the TracLink Service Agreement and these Terms of Use, the Terms of Use take precedence.

2 Acquisition of usage rights when purchasing a vehicle

2.1 New vehicles supplied by Lindner are fitted with the equipment and devices (e.g. sensors) necessary to use TracLink.

2.2 When purchasing a new Lindner TracLink-capable new vehicle, the Customer also acquires a right to use the basic services, at no extra charge, upon concluding the TracLink Service Agreement; this is limited to relevant new vehicles for the duration of the TracLink Service Agreement. The usage right acquired when purchasing a new vehicle does not, however, include a right to use services that pertain to TracLink-capable add-on devices (this usually includes implements like a plough, milling machine, etc.) or other vehicles and must be purchased separately. For add-on devices, usage rights can only be acquired and maintained if the Customer has a valid usage right for at least one vehicle.

2.3 If the Customer does not want to use TracLink, Lindner or the respective Lindner sales partner will, upon express written request, deactivate TracLink for the relevant vehicle. If possible, before said vehicle is handed over to the Customer. However, Lindner reserves the right to deactivate only the GPS data transmission so it can still collect non-personal machine data.

3 Acquisition of usage rights in the TracLink portal

3.1 Apart from the case when such acquisition is connected to the purchase of a new vehicle, the Customer can acquire usage rights to TracLink services directly from Lindner, via the TracLink portal or via Lindner sales partners. Acquisition via the TracLink portal is subject to the following terms under this contract clause.

3.2 The information in the price lists regarding the fees for use, duration and other information about the TracLink services do not constitute a binding offer from Lindner, but are instead, merely an invitation to the Customer to submit an offer.

3.3 If the Customer concludes the order process on the TracLink portal by clicking on the "Complete order and incur payment" button, this is merely a binding offer to conclude a contract on the Customer's part. The contract for usage rights is not concluded until Lindner sends a written confirmation of the conclusion of the contract to the Customer. The usage fee is paid in advance using a credit card, PayPal (if available) or via wire transfer.

3.4 After receiving the payment, Lindner will usually activate the purchased TracLink service for the relevant vehicle within 2 (two) Austrian business days.

4 Used Lindner vehicles and third-party vehicles

4.1 Usage rights to TracLink services for Lindner vehicles that were not TracLink-capable when originally delivered, will only be granted if they (i) are equipped with a TracLink add-on device (telematic box) and thus made TracLink-capable and (ii) if, upon payment, Lindner grants the Customer usage rights in a separate agreement, subject to these Terms of Use.

4.2 The same applies to vehicles from third-party manufacturers.

5 Lindner's data ownership and usage rights

5.1 All data generated with or via TracLink are the sole property of Lindner.

5.2 Lindner is exclusively entitled to the temporally and geographically unlimited use and transfer of all data generated by TracLink, irrespective of the contents thereof. This applies to all known and as yet unknown types of use. All personal data are subject to the limitations and specifications of the Data Protection Act.

5.3 The Customer is granted usage rights to the data in accordance with contract clause 11 below.

6 Basic services

6.1 In order for the Customer to gain authorisation to use TracLink, the usage rights to all of the TracLink basic services specified in this contract clause ("basic services", for short) must be acquired and maintained in accordance with these Terms of Use.

6.2 By concluding the TracLink Service Agreement, either as part of a new vehicle acquisition or vehicle retrofit, the Customer acquires the usage rights to all basic services. The conclusion and maintenance of a TracLink Service Agreement is therefore a requirement for the use of TracLink.

6.3 The individual basic services include the following:

6.3.1 **GPS tracking**
Using a GPS signal, the respective location of the vehicle (with a slight time delay) can be tracked on the TracLink portal.

6.3.2 **Documentation**
Digital log books, usage documentation, customer management operations, evaluations and vehicle information can be displayed, created, and configured on the TracLink portal.

6.3.3 **Issuing warnings**
A variety of alarms can be generated in the "Alarm Manager". They can be sent via email or SMS (e.g. max. speed exceeded, service due, the whether the vehicle is in a customer field, other events).

6.4 A more detailed description of the scope of the basic services can be found on the TracLink portal or at <https://www.lindner-traktoren.at/traclink/>.

7 Add-on services

7.1 In addition to the basic services, Lindner offers, depending on availability, other possible TracLink services for purchase and use by the Customer ("add-on services", for short).

7.2 If available and technically possible, they can be purchased when concluding the TracLink Service Agreement or subsequently via the TracLink portal.

7.3 The acquisition of add-on services is not mandatory to use TracLink.

8 Scope of the TracLink services

8.1 A more detailed description of the respective TracLink services can be found on the TracLink portal or at <https://www.lindner-traktoren.at/traclink/>. Information about the respective, applicable usage fees can be found in the respective, applicable Lindner price list.

8.2 Lindner is entitled to unilaterally make slight changes or adjustments to the scope of the TracLink services without consent from the Customer and without imparting any rights or claims upon the Customer. In particular, the Customer is not entitled to have prices reduced or terminate the agreement. The same applies to changes or adjustments that only result in an expansion of the services provided, without limiting the current scope of services. Lindner shall inform the Customer of such adjustments or changes via email and/or via the TracLink portal. At Lindner's discretion, the changes may become effective immediately after notification.

8.3 In the event of greater changes or adjustments that limit the performance of services provided, Lindner shall notify the Customer of the change via email and via the TracLink portal. If the Customer does not want to accept these changes, they must declare the cancellation with immediate effect of the respective usage right within 4 (four) weeks; otherwise, the change will be considered accepted. Lindner shall notify the Customer of their right of cancellation. In the event of a cancellation, Lindner must return the corresponding usage fee already paid in advance aliquot. If only a basic service is cancelled, all other TracLink usage rights will also be considered cancelled, since the complete use of the basic services is a requirement for using TracLink.

9 Data collection and transmission

9.1 The data required for the provision of TracLink services is collected by sensors installed in or on the vehicle and transmitted to Lindner or their contracted order processors under data protection law for processing via mobile communications equipment installed in or on the vehicle. The Customer hereby agrees to this.

9.2 Subject to the range of the mobile communications equipment used by TracLink, the TracLink services can be used for routes throughout the entire European Economic Area and in Switzerland. Routes outside this area or outside the range of the mobile communications equipment are not covered by TracLink and no data is provided about them on the TracLink portal.

9.3 Due to the data transmission via the mobile communications equipment, the TracLink services are only available within the respective network provider's coverage area and are therefore by nature subject to certain limitations, in particular, due to atmospheric interference, difficult topographic conditions or structural obstacles (tunnels, bridges, etc.).

9.4 Limitations and failures of the TracLink services can also occur due to maintenance and repair work, software updates, capacity shortages due to usage peaks, operational faults at the network operators' or contracted order processors' facilities as well as force majeure or other reasons outside of Lindner's scope of responsibility. Lindner does not assume any liability for this; in particular, the Customer is not entitled to have the price reduced due to such failures.

10 TracLink portal

10.1 Lindner provides the Customer with a customer portal (TracLink portal) for the duration of the TracLink Service Agreement at www.lindner-traktoren.at/traclink/.

10.2 The TracLink portal allows the Customer to (i) manage their vehicles and add-on devices registered for TracLink services, (ii) manage their usage rights to TracLink services and (iii) purchase new usage rights for TracLink services.

10.3 When first acquiring usage rights to a TracLink service, Lindner creates a user account for the use of the TracLink portal, based on the information provided by the Customer, informs the Customer of the user name and password, registers the relevant vehicle, and activates the purchased TracLink services for said vehicle.

10.4 The Customer is obligated to immediately change said password via the TracLink portal. The Customer must ensure that the password is not accessible to unauthorized third parties and that the password is sufficiently secure (e.g. upper and lower case letters, numbers, special symbols, sufficient length).

10.5 Future usage rights to TracLink services for specific vehicles or add-on devices for the same Customer will be added to the existing user account.

10.6 The Customer can view their registered TracLink vehicles and add-on devices via the TracLink portal and manage them within the scope of the existing usage rights for the respective vehicles.

10.7 The Customer can also view and delete extracts of the data collected by TracLink via the TracLink portal. This data is stored for at least 3 (three) years from the time it is collected.

10.8 The Customer must immediately inform Lindner of changes to their personal details (e.g. address) in writing or via email. Lindner will then implement the change.

11 Customer's (usage) rights and obligations

11.1 Upon acquiring usage rights to services, Lindner grants the Customer the respective right to use the data generated by TracLink within the scope of the respective, acquired services for their own purposes in accordance with these Terms of Use. The Customer may not transfer rights to a third party without prior written consent from Lindner unless the Customer is legally required to do so (e.g. audit of a regional authority by an audit board).

11.2 An acquired usage right is limited to one vehicle or add-on device; separate usage rights must be acquired for additional vehicles or add-on devices. Usage rights to add-on devices require that at least one valid usage right exists for a vehicle.

11.3 The Customer is obligated to refrain from using the TracLink services and the data obtained by using the TracLink services in any illegal manner or for illegal purposes and to transfer this binding obligation to all employees and other persons who obtain access to this data via the Customer. In particular, the Customer is obligated to comply with all data protection regulations if personal data is involved.

11.4 In the event of malfunctions caused by defective sensors or other devices on the vehicle or add-on device, the Customer is obligated to have the problem rectified by a Lindner sales partner. The 60 (sixty)-day grace period for extraordinary termination in accordance with Clause 13.4 does not start until the order for such rectification is placed.

11.5 If the vehicle or add-on device is permanently transferred, in particular, in the event of a sale or rental, compliance with the provisions in Clause 15 is required.

12 Liability and warranty

12.1 Unless otherwise stipulated in these Terms of Use, the liability provisions in Lindner's Terms of Delivery and Sale apply.

12.2 With the exception of personal injury, Lindner's liability is generally limited to cases of gross negligence and intent. Lost profit, consequential damages and pure property damages will not be reimbursed under any circumstances.

12.3 Lindner does not assume any liability for limitations to the TracLink services caused by the conditions specified under Clause 9.3 and 9.4.

12.4 Lindner does not assume any liability for the accuracy and up-to-dateness of the data collected via TracLink.

13 Duration of the TracLink Service Agreement

13.1 The TracLink Service Agreement is concluded for an indefinite period of time. However, it automatically ends 1 (one) month after the last remaining usage right to a TracLink service ends. This does not require a separate declaration or notification. If the last usage right for a vehicle ends, all of the Customer's usage rights for add-on devices also end.

13.2 Regardless of the duration of the TracLink Service Agreement, the Customer can have the TracLink unit in or on their TracLink vehicle deactivated at an authorized Lindner retailer. All of the usage rights valid for the vehicle at the time of deactivation and thus also the TracLink Service Agreement shall be considered automatically cancelled with immediate effect.

13.3 Either Party has the right to terminate the TracLink Service Agreement, in writing, with one month's notice on the last day of the month.

13.4 The right to terminate without notice for good cause remains unaffected. Lindner has good cause, in particular, if the Customer has not fulfilled their obligation to pay despite warning and a grace period of 14 (fourteen) days or the Customer grossly violates data protection laws. The Customer has good cause, in particular, if TracLink is not available for more than 60 (sixty) days in a row for reasons outside the Customer's scope of responsibility.

13.5 If the TracLink Service Agreement is terminated, all of Customer's usage rights to TracLink and the connected services will end automatically. Regardless thereof, Lindner is still entitled to generate and utilize corresponding machine data. Lindner is not obligated to delete already connected machine data or store it in the Customer's favour.

13.6 Each Party is entitled to cancel usage rights to individual TracLink services in writing, with one month's notice at the end of the month, even if there is a valid TracLink Service Agreement. Even if only one basic service is cancelled, the TracLink Service Agreement shall be considered terminated as a whole.

13.7 In the event the TracLink Service Agreement is dissolved or individual usage rights to services are cancelled, Lindner shall retain any usage fees paid in advance, without compensation, unless Lindner was culpable for the termination of the TracLink Service Agreement. Lindner shall terminate the agreement without the Customer being responsible therefor. In the latter cases, the usage fees shall be paid back aliquot. The same applies to usage fees for add-on devices paid in advance if they end as a result of the regular expiration of the usage rights for the vehicle in accordance with the last sentence of Clause 13.1.

13.8 In the event of a permanent transfer (Clause 15), the fees will not be paid back aliquot under any circumstances.

14 Warranty extension

14.1 Upon concluding the TracLink Service Agreement, any existing Lindner warranties for a TracLink vehicle are automatically extended by the actual duration of the TracLink Service Agreement, however, no longer than 6 (six) years from the original start of the warranty.

14.2 This warranty extension is subject to the respective, applicable terms of the Lindner warranty (in particular, according to the current Terms of Delivery and Sale).

14.3 Upon termination of the TracLink Service Agreement or after 6 (six) years from the start of the warranty period, depending on which comes first, the warranty extension will end automatically without requiring a separate declaration or notice.

15 Permanent transfer of TracLink vehicles

15.1 In the event of a sale or other kind of transfer that is not merely occasional and temporary (collectively referred to as "permanent transfer", for short) of a TracLink vehicle or TracLink add-on devices to a third party ("Transferee"), the Customer must notify Lindner thereof at least 7 (seven) days in advance, in writing, with information about the date of transfer. This pertains, in particular, to sales or rentals.

15.2 Unless otherwise expressly instructed in writing by the Customer, Lindner will delete all personal data stored by Lindner and/or in the relevant vehicle/add-on device (e.g. Customer lists and GPS data), provided that they pertain to the permanently transferred vehicle and were collected using TracLink, on the transfer date specified in accordance with Clause 15.1 and deactivate the TracLink services.

15.3 Consequently, the Customer must make any potential data backups prior to permanently transferring the vehicle. Upon timely, express, written instruction, Lindner will save and transfer the relevant data to the Customer on a permanent data storage device (e.g. USB stick) and such data storage device will be made available for pick-up at Lindner's facilities.

15.4 The Customer is aware that, in the event the duty to notify in accordance with Clause 15.1 is violated, TracLink will initially, namely, until the deletion in accordance with Clause 15.2, remain active in the Customer's name and Transferee's data generated using TracLink will continue to be linked to the Customer's user account. This may constitute a breach of data protection if personal data is affected (e.g. GPS data) since the Customer is able to see the Transferee's data via the TracLink portal. In order to prevent data protection violations, the Customer is obligated to notify the Transferee of these circumstances and of the content of these Terms of Use, and to have obsolete personal data of third parties (such as GPS data of drivers employed by the Transferee) deactivated or deleted by Lindner so that the Transferee will not be able to see said data.

15.5 All of the usage rights valid for the relevant vehicle at the time of the permanent transfer shall be considered cancelled by the Customer at the time of the transfer.

15.6 The Transferee can, however, request, in writing within 14 (fourteen) days from the notification in accordance with Clause 15.1 that Lindner transfer the usage rights valid at the time of the permanent transfer. This can also be done via a Lindner sales partner. In this case, the Transferee must conclude a TracLink Service Agreement (and agree to Lindner's Terms of Use and Data Protection Conditions) at Lindner's offices or at a Lindner sales partner within 14 (fourteen) days from the date on which such transfer request is sent. Lindner will at no cost activate the transferred usage rights to the TracLink services for the respective "remaining term" of the usage rights after the TracLink Service Agreement is concluded.

16 Contact options for the Customer

16.1 The Customer can contact Lindner if they have questions or requests pertaining to TracLink using the contact form on the TracLink portal or via email: traclink@lindner-traktoren.at. Lindner takes every reasonable effort to respond to customer requests within 2 (two) Austrian business days.

16.2 In addition, customers have the option of contacting Lindner on the phone from Monday to Thursday from 8:30 AM to 3:30 PM and Fridays from 8:30 AM to 12:00 PM at +43 / 5338 / 7420 441.

16.3 Lindner will announce changes to the contact information via email and/or the TracLink portal.

17 Miscellaneous

17.1 If these Terms of Use require the written form in order for declarations or notifications to be effective, this requirement is satisfied if the declaration or notification is transmitted via email.

17.2 Amendments or addenda to the TracLink Service Agreement must be made in writing. This also applies to waiving said written form requirement.

17.3 The Customer is not entitled to offset their own claims against the usage fee unless the Customer's claims are undisputed or have been legally established.

17.4 The TracLink Service Agreement is subject solely to Austrian substantive law. Solely the court responsible for the subject matter in Lindner's place of incorporation in AT-6250 Kundl, is competent to rule on disputes resulting from or in conjunction with the TracLink Service Agreement.

18 Data security of GPS data

18.1 Lindner and/or its contracted order processors process GPS data collected using TracLink for the sole purpose of executing the TracLink Service Agreement. Generally, said GPS data is not considered personal data because Lindner has no information about who the respective driver is. Therefore, Lindner is not able to clearly link this data to a natural person.

18.2 Lindner will automatically delete this GPS data 3 (three) years after the expiration of the usage right to the respective GPS TracLink service. The data can be deleted immediately upon request of the Customer.

18.3 If, despite the lack of identifiability, the GPS data still constitute personal data, the processing is legally executed in accordance with Art. 6 Para. 1 lit. b of the DSGVO (General Data Protection Regulation).

18.4 In respect thereof, the Customer herewith expressly consents, on their own behalf and on behalf of their drivers, that the GPS data collected using TracLink may be processed by Lindner and its contracted order processors for the purpose of executing this Agreement. This consent can be revoked at any time. If the consent is revoked, this is also considered a termination of all usage rights to services that require GPS data (regardless of the fact that the processing would continue to be performed in accordance with Art. 6 Para. 1 lit. b of the DSGVO).

18.5 The Customer is responsible for complying with the data protection regulations toward third parties regarding whom personal data are transferred via GPS. This data can be viewed and retrieved via TracLink. The Customer declares that they will obtain the corresponding consents from these third parties prior to the first time the vehicle is driven and process them in accordance with the data protection regulations. The Customer is aware that, in particular, GPS data may constitute personal data from their point of view, because they may be able to link such data to identifiable persons.