



ARVIEM GENERAL TERMS AND CONDITIONS

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1. Definitions

For the purpose of these General Terms and Conditions (GTC), the capitalized terms as set out below shall have the following meaning:

Arviem refers to Arviem AG, a company incorporated in Switzerland, with its registered office at Haldenstrasse 5, 6340 Baar, Switzerland.

Custody means the period during which a Product is in the possession of a Party or its designated agents, including but not limited to freight forwarders or third-party logistics providers.

Customer means the legal entity that has entered into a Customer Agreement with Arviem.

Customer Agreement shall have the meaning described in Section 2 of these General Terms and Conditions.

Deployment Plan refers to a mutually agreed plan outlining milestones, routes, monitored shipments, and any other activities such as marketing, certification, or workshops.

GTC means these General Terms and Conditions governing the provision of Services by Arviem.

Parties collectively refer to Arviem and the Customer.

Personal Data means any information relating to an identified or identifiable natural person, in accordance with applicable data protection laws such as the EU GDPR, and excludes operational data not linked to such a person.

Price means all rates and charges for the Services as specified in the applicable Customer Agreement.

Product means any Arviem-provided IoT device, hardware, or label equipped with sensing functionality for monitoring cargo conditions or location.

Platform means Arviem's digital dashboard used for shipment monitoring, data access, and analytics.

Rates and Charges mean the amounts payable by the Customer for the Services provided under the Customer Agreement.

Services means the suite of cargo monitoring and related services offered by Arviem, as described in the applicable Customer Agreement.

Terms refers to these General Terms and Conditions, including all amendments and updates.

User means an individual authorized by the Customer to access and use the Platform on its behalf.

2. General

2.1 These GTC govern all Services provided by Arviem to the Customer pursuant to the Customer Agreement. Together, the Customer Agreement and these GTC constitute the complete and exclusive understanding between the Parties regarding such Services. These GTC may be amended from time to time by Arviem's at its sole discretion. Whenever these GTC are amended, the version in effect as of the date of the Customer Agreement shall prevail. In the event of any inconsistency between the Customer Agreement and these GTC, the provisions of the Customer Agreement shall prevail.

2.2 The Customer accepts these GTC by:

- (a) signing a Customer Agreement with Arviem;
- (b) accepting Arviem's proposal; or
- (c) subscribing to Services through Arviem's Platform.

Any additional or conflicting terms proposed by the Customer shall be deemed void and inapplicable unless expressly agreed to in writing by Arviem.

3. Services

3.1 The scope of Services shall be defined in the applicable Customer Agreement.

3.2 The Customer acknowledges that the provision of Services is subject to the following conditions:

- (a) Proper handling, mounting, and storage of Products in accordance with Arviem's user guides;
- (b) Availability of local or regional network infrastructure compatible with the Products;
- (c) Compliance with country-specific legal requirements, including customs, tariffs, and embargo regulations, which shall be the Customer's responsibility to verify.

3.3 Arviem shall use commercially reasonable efforts to ensure the accuracy and availability of data through the Platform or API during shipment. However, the Customer acknowledges that data interruptions or inaccuracies may occur. Arviem provides no warranties with respect to data availability, transmission quality, or system performance.

4. Obligations of Arviem

4.1 Arviem shall perform its obligations under the Customer Agreement on a commercially reasonable and best-effort basis, in accordance with generally accepted professional standards applicable to the logistics technology industry, unless otherwise expressly agreed in writing.



5. Obligations of Customer

5.1 The Customer shall support the provision of Services by:

- (a) Ensuring Platform access is restricted to authorized Users;
- (b) Providing necessary personnel and timely responses to Arviem's requests;
- (c) Supplying accurate shipment requirements and monitoring parameters;
- (d) Promoting consistent usage of the Platform by Users;
- (e) Providing routing, carrier, performance, and contact information;
- (f) Informing Arviem of shipment execution status and any delays;
- (g) Handling Products in compliance with Arviem's instructions;
- (h) Facilitating timely Product handovers for pickup;
- (i) Complying with relevant customs laws and managing documentation for import/export processes;
- (j) Notifying relevant stakeholders of the use of Arviem Products and Services;
- (k) Accurately completing all customs-related declarations and submissions;
- (l) Assisting Arviem in addressing any customs-related issues in a professional and timely manner.

5.2 Any additional obligations of the Customer shall be documented in the applicable Customer Agreement.

6. Rates and Charges

6.1 Upon execution of the Customer Agreement or acceptance of an Arviem proposal, the Customer agrees to pay all applicable Rates and Charges as specified therein.

6.2 Rates and Charges are calculated based on specific service parameters, including but not limited to shipment volumes, transport modes, and geographic trade lanes as defined in the Deployment Plan. In case of deviations from the Deployment Plan then Arviem will charge a revised pricing

6.3 All payments shall be due within thirty (30) days from the invoice date. Late payments shall accrue interest at an annual rate of eight percent (8%) above the prevailing Swiss National Bank Policy Rate, calculated on a daily basis.

6.3 All Rates and Charges are exclusive of applicable taxes, including but not limited to VAT, withholding tax, and bank or currency conversion fees. Where such taxes or fees apply, Arviem may include them as line items in its invoices.

6.4 Annually, beginning on January 1 of each calendar year, the Rates and Charges shall be adjusted in accordance with the Service Producer Prices Index (SPPI) for the EU domestic market (EU27), as published by Eurostat. If the index is negative, Arviem reserves the right to maintain current pricing. If the SPPI is discontinued or modified, Arviem may substitute it with a comparable index.

7. Logistics and Reverse Logistics

7.1 Arviem will provide the Products to the Customer's location based on the Deployment Plan

7.2 Arviem shall have the sole discretion to determine the logistics arrangements and the quantity of Products to be delivered to the Customer. The volume of Products dispatched by Arviem may exceed the short-term demand. Such decisions may be made for the purpose of optimizing logistics costs or for the accumulation of inventory.

7.3 Upon completion of shipments, the Customer shall ensure the availability of Products for retrieval at the destination within five (5) working days.

7.4 Arviem will consolidate retrievals for logistical efficiency.

7.5 The Customer may, at its sole discretion, elect to:

- a) Manage the reverse logistics of the Products itself; or
- b) Request Arviem to manage the reverse logistics of the Products on the Customer's behalf.

In the case of option (b), Arviem shall perform the reverse logistics services on behalf of the Customer and shall invoice the Customer for the actual costs incurred, plus a handling fee of 10%.

8. Innovation and Product Upgrades

Arviem shall provide the Customer with solutions and IoT Products that best meet the Customer's operational requirements at the most economically favorable price available at the time of deployment. The IoT Product market is dynamic, with new IoT Products at times introduced by existing and new manufacturers.

In the event that a newly released IoT product becomes available which:

- (a) Meets Arviem's internal testing and performance standards, and
- (b) Either offers equivalent functionality at a lower cost than the Product currently deployed, or
- (c) Offers enhanced functionality at the same cost,

Arviem shall inform the Customer of the availability of such new Product.

Upon notice, the Customer may choose, at its sole discretion to

- (a) Retain the currently deployed IoT product, or
- (b) Elect to adopt the new Product.

Should the Customer choose to transition to the new IoT product, Arviem shall implement the change and charge the Customer solely for the actual transition costs and any differential in product pricing.

9. Liability

9.1 The Parties' liability for any claims arising out of or in connection with the Customer Agreement shall be strictly limited to direct damages related to the specific shipment giving rise to the claim. Such liability shall not exceed the total fees actually paid by the Customer to Arviem in respect of that specific shipment and shall in no event exceed one thousand United States Dollars (USD 1,000).

9.2 In no event shall either Party be liable for indirect, incidental, punitive, or consequential damages, including but not limited to loss of profits, revenue, data, business opportunity, or reputation.

9.3 Arviem shall not be liable for service interruptions, data inaccuracies, or Platform/API availability issues beyond its reasonable control.

9.4 Arviem shall not be liable for damages attributable to the Customer's misuse or non-compliance with usage guidelines, software incompatibilities, or lack of access security on the Customer's side.

9.5 The Customer is responsible for any Products in its Custody and shall handle them in accordance with Arviem's instructions. In the event of loss or damage, the Customer's liability shall be limited to the depreciated value of the affected Products unless otherwise agreed in the Customer Agreement

10. Indemnification

10.1 Arviem shall indemnify, defend, and hold harmless the Customer and its affiliates, officers, employees, and agents from and against any third-party claims arising from allegations that the Platform or Products infringe intellectual property rights, provided such use is in accordance with the Customer Agreement

10.2 The Customer shall indemnify, defend, and hold harmless Arviem and its affiliates, officers, employees, and agents from any claims, damages, liabilities, and expenses (including reasonable attorney fees) arising from:

- (a) misuse of the Services, Platform, or Products;
- (b) breach of the Customer Agreement or applicable laws; or
- (c) misstatements or omissions of the Customer upon which Arviem relied.

10.3 The indemnified Party shall promptly notify the indemnifying Party of any such claims, cooperate in the defense, and permit the indemnifying Party to control the defense and settlement. No settlement shall be made without the prior written consent of the indemnified Party if it imposes a financial or reputational burden on the indemnified Party.

11. Intellectual Property and Data

11.1 All intellectual property rights in the Arviem Platform, Products, and related documentation shall remain the sole property of Arviem and its licensors.

11.2 The Customer may use the Platform and Products only for the purposes set out in the Customer Agreement and shall not reproduce, sublicense, reverse-engineer, or otherwise exploit them without Arviem's prior written consent.

11.3 All data generated through the Platform and Products shall remain the property of Arviem. Arviem grants the Customer a non-exclusive, limited right to access and use such data as presented on the Platform. Arviem shall not share or license Customer-specific data to third parties unless such data has been anonymized.

12. Data Protection

12.1 Arviem shall process personal data in full compliance with applicable data protection laws, including but not limited to the Swiss Federal Act on Data Protection (FADP) and the EU General Data Protection Regulation (GDPR).

12.2 Arviem shall process personal data solely for the purpose of delivering Services in accordance with the Customer Agreement and the requirements set forth in applicable data protection legislation.

12.3 Upon termination of the Services, and upon the Customer's written request, Arviem shall either return or securely delete all personal data processed on behalf of the Customer, unless retention is required by law.

12.4 For the avoidance of doubt, shipment and operational data not qualifying as personal data may be retained by Arviem for analytical, operational, and business intelligence purposes.

13. Subcontractors

13.1 Arviem may engage subcontractors or third parties for the performance of any part of the Services at its sole discretion.

13.2 Arviem shall remain fully responsible for the performance of its obligations under these GTC and the Customer Agreement, including any portions performed by its subcontractors and third parties.

14. Confidentiality

14.1 Each Party agrees to keep confidential and not to disclose to any third party any information, documentation, or data exchanged under the Customer Agreement, except as required by law or with the prior written consent of the disclosing Party.

14.2 Confidentiality obligations shall survive termination of the Customer Agreement for a period of five (5) years

14.3 The Parties shall ensure that their employees, agents, and subcontractors are bound by similar confidentiality obligations.

15. Force Majeure

15.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under the Customer Agreement (excluding payment obligations) if such failure or delay is caused by events beyond its reasonable control ("Force Majeure").

15.2 Force Majeure events shall include, but not be limited to, acts of God, natural disasters, war, trade wars, terrorism, pandemics, labor strikes, governmental actions, and failures of suppliers or utilities.

15.3 The affected Party shall promptly notify the other Party in writing of the occurrence of a Force Majeure event and make all reasonable efforts to mitigate the effects and resume performance as soon as practicable.

16. Public Disclosure

16.1 Neither Party shall issue public statements or press releases regarding the Customer Agreement or their relationship without the prior written consent of the other Party.

16.2 Either Party may include a general reference to the existence of the business relationship in its corporate profile or website, provided such reference is factual and does not disclose any confidential information.

17. Duration and Termination

17.1 The Customer Agreement shall become effective upon signature by both Parties, unless otherwise agreed.

17.2 Either Party may terminate the Customer Agreement by providing written notice to the other Party if:

(a) the other Party materially breaches any provision of the Agreement and fails to cure such breach within thirty (30) days after receiving written notice; or

(b) the other Party becomes insolvent, enters into liquidation, or is declared bankrupt.

17.3 Upon termination, Arviem shall complete any shipments that commenced prior to the termination date in accordance with the Deployment Plan. The terms of the Customer Agreement shall continue to apply to such shipments.

17.4 The Customer shall promptly return all Products in its possession to Arviem in good condition upon termination.

17.5 Termination shall be without prejudice to any accrued rights or remedies of either Party as of the effective date of termination.

18. Transfer of Rights

18.1 The Customer shall not assign, delegate, or otherwise transfer any of its rights or obligations under the Customer Agreement, whether in whole or in part, to any third party without the prior written consent of Arviem. Any attempted assignment without such consent shall be null and void.

19. Notices

19.1 All notices, requests, approvals, consents, and other communications required or permitted under these GTC shall be in writing and delivered by postal mail or by email to the address specified in the Customer Agreement or otherwise designated in writing by either Party.

19.2 Notices shall be deemed received:

(a) on the day of delivery, if delivered by hand;

(b) five (5) business days after dispatch, if sent by registered mail; or

(c) upon confirmation of transmission, if sent by email.

20. Miscellaneous

20.1 If any provision of these GTC is held to be invalid, illegal, or unenforceable by a competent authority or court, the remaining provisions shall remain valid and enforceable. The Parties agree to negotiate in good faith a valid substitute provision that most closely reflects the intent of the original.

20.2 These GTC, together with the Customer Agreement and any referenced annexes or schedules, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior understandings, agreements, or representations.

20.3 Each Party represents and warrants that it has the full right, power, and authority to enter into and perform its obligations under these GTC and the Customer Agreement.

20.4 No waiver by either Party of any breach or default shall constitute a waiver of any subsequent breach or default. The rights and remedies provided herein are cumulative and do not exclude any rights or remedies provided by law.

21. Applicable Law and Jurisdiction

21.1 These GTC and any disputes arising out of or in connection with them shall be governed exclusively by the substantive laws of Switzerland, excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

21.2 The Parties irrevocably agree that the courts of Zug, Canton of Zug, Switzerland shall have exclusive jurisdiction over any dispute, controversy, or claim arising out of or relating to these GTC or the Customer Agreement, including its validity, interpretation, breach, or termination.