



Per email to: topias.pihlava@turku.fi

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Turun kaupunki  
Ympäristötoimi  
Seudullinen joukkoliikenne  
Mr. Topias Pihlava  
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FINNLAND

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| Your ref. | Your letter dated | Our ref   | Extension   | Date       |
|-----------|-------------------|-----------|-------------|------------|
|           |                   | GEM / JUG | -810 / -372 | 2023-02-06 |

## Proposal no. 22-485-1 Enabling open payments on EVENDpc3

Dear Mr. Pihlava,

Thank you for your enquiry. We are pleased to submit our offer regarding open payments on EVENDpc3.

JLT wants to accept payments on the EVENDpc3 for the regional services without the need of a PROXmobile3. This proposal includes the development and configuration of EVENDpc3 software to accept Open Payments onto the device, as well as associated testing and documentation.

The MTT function can work alongside with the already implemented Driver Entered Fares.

Exact details will need to be clarified during implementation.

Please note that the offered services are maintenance related and will result in an adjustment of the costs of the maintenance contract after the end of the warranty period based on the existing conditions.

Regarding details on pricing, refer to the table below.

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**Bankverbindungen:**

|  |  |   |   |   |
|--|--|---|---|---|
| Commerzbank AG<br>IBAN: DE86 6604 0018 0240 7419 00<br>SWIFT (BIC): COBA DE FF XXX | Deutsche Bank AG<br>IBAN: DE04 6607 0004 0111 0550 00<br>SWIFT (BIC): DEUT DE SM 660 | HypoVereinsbank UniCredit Bank AG<br>IBAN: DE40 6602 0286 0002 3312 50<br>SWIFT (BIC): HYVE DE MM 475 | Sparkasse Karlsruhe Ettlingen<br>IBAN: DE44 6605 0101 0018 1102 47<br>SWIFT (BIC): KARS DE 66 XXX | BW-Bank<br>IBAN: DE09 6005 0101 0008 1431 41<br>SWIFT (BIC): SOLA DE ST 600 |
|--|--|---|---|---|



| Pos. | Description   | Quantity | Unit Price in EURO | Total Price in EURO |
|------|---|----------|--------------------|---------------------|
| 1    | <b>EMV L3 certification EVENDpc3</b><br>- Clarification & Specification<br>- Configuration<br>- Customization device software<br>- Test, delivery & documentation | 1        | 58.610,00          | 58.610,00           |
| 2    | <b>Extended Warranty</b><br>(per year, after end of warranty)   | 1        | (2.930,40)         |                     |
|      | <b>Total sum (excl. VAT, excl. Extended Warranty)</b>   |          |                    | <b>58.610,00</b>    |

Our proposal contains development of customer-specific software. The following steps are generally necessary to ensure high quality:

- Requirement analysis and documentation
- Software design
- Coding
- System Integration
- Laboratory tests
- Software documentation
- Test and delivery via remote maintenance

In general, a team consisting of several engineers is working on software customization or enhancement.

We are always prepared to answer your questions regarding our customization efforts and the associated prices.

Validity of Offer: 6 weeks, it is valid for acceptance only in its entirety.

Delivery: Respectively readiness for delivery of software according to current status, in mutual agreement after written order and completed technical clarification.

Terms of Delivery: Deliveries are made ex works Karlsruhe, plus packing, freight, and insurance. Please find attached our complete Terms of Delivery and Payment information (October 2019).

In cases of epidemics and pandemics (force majeure), INIT adheres to the recommendations of the Robert Koch Institute and is subject to the Corona Ordinance (Ger. CoronaVO) of the State of Baden-Württemberg and is therefore exempt from the obligation to supply goods and services for the duration and to the extent of the consequences of the epidemic/pandemic if the appropriate measures are taken.

Please do not hesitate to contact us for further information.

Yours faithfully

INIT Innovative Informatikanwendungen in Transport-,  
Verkehrs- und Leitsystemen GmbH

i. V. 

Matthias Tanne  
Team Manager  
Proposal Management

i. V. 

Julia Basler  
Senior Proposal Manager

**Enc.**

Terms of Delivery and Payment INIT – October 2019

**Please send your official order to [orders@initse.com](mailto:orders@initse.com).  
Please state our proposal number when placing an order.**

# Terms of Delivery and Payment

All sales, deliveries and services by INIT GmbH shall exclusively be effected at the following terms and conditions, if other deviating terms and conditions have not expressly been agreed upon in writing.



## I. Conclusion of Contract

All offers are subject to confirmation. The contract will be valid only by our written order confirmation if no other agreement is made. The customer's general terms shall only apply if INIT has expressly consented thereto in writing.

Verbal information and statements, literature and advertisements, especially descriptions, drawings, pictures, samples, details on quality, nature, consistence, services, consumption and usability as well as measures and weights of the goods are for informational purposes only, unless they are expressly identified as binding. Such representations imply no warranty or guarantee. If the performance and quality of the object offered is not affected thereby, INIT reserves the right to amend the technical concept which an offer is based on.

## II. Terms of Payment

Our offer is based upon the following terms of payment:  
100% upon delivery or partial delivery

Part deliveries are permissible and afford corresponding part payments. Payment is due by invoice issue and payable without deduction within 30 days. All prices net without tax.

Deliveries are made ex works Karlsruhe, plus packing, freight, customs duties, brokerage fees and insurance. Re-usable package material can be returned to INIT. For orders less than 200,00 € we charge a handling fee of 49,90 €.

## III. Delivery Period

The delivery deadlines begin once all technical clarifications have been carried out.

Delivery dates can only be met by INIT if the customer provides all documents, information, necessary permits and approvals, especially plans in due time. Furthermore, the customer shall comply with the agreed terms of payment and other obligations in a timely manner. In the event that such prerequisites are not complied with in due time, deadlines shall be appropriately extended; this provision shall not apply if the delay should be attributable to INIT.

If the delay should be based on force majeure, the delivery dates shall be appropriately extended. Force majeure shall be deemed to be e.g. occurrences such as epidemic/pandemic, war, strike, lock-out and natural disaster.

## IV. Receiving of Deliveries

The customer shall not be entitled to refuse delivery due to minor defects. The customer is obliged to examine deliveries upon receipt of goods. Visible defects shall immediately be reported in writing, i.e. within three working days to INIT.

## V. Passing of Risk / Ownership

Risk shall pass to the customer at the latest upon delivery, even without letter of acknowledgment. INIT shall retain title of all goods delivered until such time as the customer has fulfilled all claims due to INIT arising from the business relations.

## VI. Bonds

Bonds are not part of the proposal. If a bond is required, INIT mainly puts a parent company guarantee.

If the customer requests a bank guarantee, INIT will forward all occurring costs to the client.

## VII. INIT Services

### 1. Installation Work / Installation Costs

Installations and Costs for installation are not included when not otherwise stated in the offer. Likewise, the matching of our equipment to non-standard interfaces and mounting conditions is not included in the offer. INIT can be separately commissioned to carry out such work by the customer.

If installation work is expressly included in the offer, the following regulations shall apply, unless otherwise agreed in writing:

The basis for the identification of the necessary installations and costs shall be all information available to INIT at the moment of preparing such offer, and if necessary, a site inspection. All installation environments respectively information with regard to third party systems could possibly not be sufficiently clarified merely through this procedure. Thus, after detailed planning, installation work or the installation itself could still result in amendments to the scope of performance.

Costs connected to such amendments shall be demonstrated and invoiced separately.

If the scope of delivery includes installation services for software this will mainly be done via remote access.

## 2. Integration of Third Party Systems

Upon rendering installation services in connection with interfaces to third party systems, INIT shall take over solely the technical responsibility for setting up and functionality of the interface to such third party system on the end where INIT components have been supplied. This responsibility shall not include technically faultless functionality of the interface on the third party system in due time.

## 3. Provision of Remote Maintenance Access

Prerequisite for installation of software systems is that before the installation begins, the customer provides cost-free remote access via a separate internet gateway with sufficient bandwidth (minimum 2 Mbps/2 Mbps down- and upstream) with its own static, public IP address.

## 4. Customer Co-operation

Co-operation activities shall be carried out by the customer free of charge. Such activities shall include:

- Making available qualified staff as contact persons
- The necessary input and objects shall be provided timely before commencement of installation work
- All necessary information/details shall be transmitted to INIT timely
- Provision of basic infrastructure such as power supply to the range of use, necessary electrical connections, sufficiently large and lockable storage rooms, sanitary facilities, etc.

In the event that INIT's performances should be delayed based on circumstances not attributable to INIT, the customer shall bear all consequential charges due to belated, lacking or incomplete co-operation activities.

## 5. Completion of Installation Work

If INIT should request acceptance of installation work after completion, the customer shall cause acceptance within a two week time period. In the event that this should not occur, acceptance shall be deemed to have taken place after expiry of such two week time period. Acceptance shall also be understood as having been caused if delivery and installation work – where applicable, after completion of an agreed test phase - have been implemented.

Acceptance is to be certified in writing. Minor discrepancies or a lack of cooperation by the customer do not justify refusal of acceptance.

## 6. Travel Expenses/ Hourly Wages/ Handling Fee

Travel expenses shall be charged additionally as far as not otherwise stated. Travel expenses consist of travel costs, accommodation costs, daily expenses and any other costs which may arise. Travel time is valid as working time and shall be charged according to the valid hourly wage at the time period in question. The calculation of additional services is at present:

- Project manager Euro/hr 160.00
- Graduate information scientist/  
Graduate mathematician/  
Development engineer/  
Programmer Euro/hr 100.00
- Service technician Euro/hr 100.00
- Repair/Production Euro/hr 100.00

Working hours during 07:00 p.m. and 07:00 a.m. and extra work shall be charged additionally with 50%. Work on Fridays after 06:00 p.m., Saturdays, Sundays and Public Holidays shall be charged additionally with 100%

## VIII. Warranty for INIT Software

The warranty period for software is valid for one year from the day of delivery or partial delivery. Defects have to be reported in writing to INIT by the customer without undue delay .

The remedy for possible defects during the warranty period will only come into effect under the following terms:

- A standardised INIT defect report shall be completed by the customer and returned to INIT

# Terms of Delivery and Payment



All sales, deliveries and services by INIT GmbH shall exclusively be effected at the following terms and conditions, if other deviating terms and conditions have not expressly been agreed upon in writing.

- The defect can be reproduced or is traceable
- The customer has a remote maintenance connection in terms of Clause VI. 3., which permits INIT to make a remote diagnosis during the course of operating process.

The customer shall raise no claims based on defect in the event of insignificant deviations from agreed quality, insignificant interference in usability or in the event of natural wear and tear or damages which should arise after passing of risk due to false or negligent handling, excessive operational stress, unsuitable operating demands or due to exceptional external influences not provided for in the contract.

## IX. Warranty for INIT Hardware

The warranty period for all delivered INIT devices is valid for one year from date of delivery or partial delivery.

All defects have to be reported in writing to INIT by the customer without undue delay.

The warranty conditions of the third party apply for third party hardware deliveries.

During the warranty period, INIT shall be entitled to select replacement or repair of defect goods. Liability for faulty goods shall apply to all such parts or equipment, which reflect defects within the statute warranty period, provided that the reason for defect had already existed at the time when the risk passed.

No claim for defects shall exist in the event of insignificant deviations from the agreed quality, insignificant interference in usability or in the event of natural wear and tear or damages which should arise after passing of risk due to false or negligent handling, excessive operational stress, unsuitable operating demands or due to exceptional external influences, which have not been provided for in the contract.

## X. Protection Rights / License Fees

INIT's terms and conditions for software licensing shall be applicable to the software.

Third party hard and software products included in deliveries shall in addition be subject to the relevant license conditions of the respective manufacturers.

## XI. Liability in the Event of Violation of Protection Rights

If nothing to the contrary has been agreed, INIT shall be obliged to make deliveries free from industrial property rights and third party copyrights (hereinafter protection rights) with respect to the country of the place of destination. In the event that any third party should raise justified claims against the customer due to violation of protection rights based on goods delivered by INIT and utilised in accordance with the contract, INIT shall be liable towards the customer as follows:

- INIT shall, as it may select and at its own costs, procure either utilisation rights for the relevant delivery and amend same to such an extent that no protection rights are being violated or exchange such delivery
- If this would be unreasonable to demand from INIT, the customer shall be entitled to cancel the contract or reduce the remuneration pursuant to the applicable statutory provisions.
- Claims for compensation of damages shall be calculated and limited in terms of XII
- The above obligations of INIT shall only apply if the customer (i) immediately informs INIT with regard to claims raised by third parties in writing, (ii) does not acknowledge such violation and (iii) INIT retains the right to all defence measures and settlement negotiations. If the customer should discontinue utilisation of the goods delivered order to reduce possible compensation claims or due to any other important reason, the customer shall be obliged to point out to third parties that no acknowledgement of protection right violation is connected to such discontinuance

All claims by the customer shall be precluded if the customer is responsible for violation of protection rights.

## XII. Other Claims for Compensation of Damages

INIT only shall bear liability in line with statutory provisions in case of intent and gross negligence. In addition, INIT shall be liable for compensation of damages which are typical and predictable in the case of violation of inherent contractual obligations.

INIT shall not be liable for lost profits, absence of economisation and other indirect damages.

The before mentioned limitation of liability shall not apply in case of personal injury and other damages which are mandatory under law.

## XIII. Confidentiality

The customer shall observe confidentiality with regard to knowledge gained and documentation obtained within the framework of and in connection with this contract and, if nothing to the contrary has been agreed upon, solely utilise same for purposes in accomplishment of the contractual purpose.

## XIV. Export control

The delivery of the products is subject to German, EU and US export control and anti-terrorism regulations.

Each party shall comply with all applicable national and international export control laws and regulations. In particular, Recipient/buyer/customer shall not directly or indirectly export, re-export, transfer or release any Confidential Information or other data, information or materials – items (describe) received from discloser/INIT under this Agreement, or direct product of any of the aforesaid items, to any destination, person, entity or end use restricted or prohibited by applicable laws without obtaining prior authorization from the applicable competent government authorities to the extent required by those laws. This paragraph shall survive the termination of this Agreement.

## XV. Legal Venue and Applicable Law

Sole legal venue for all disputes arising directly or indirectly out of the contract shall be Karlsruhe.

Legal relations existing in connection with this contract shall be governed By German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## XVI. Severability Clause

Should any provision in this contract be invalid, this shall not affect the legal effectiveness of the other provisions set forth herein. Such invalid provision shall be replaced by an appropriate regulation, which comes as close to the intent of the Parties at the point in time of concluding the contract.