

GENERAL BUSINESS TERMS AND CONDITIONS of DEKRA CZ a.s.

I. GENERAL BUSINESS TERMS AND CONDITIONS AND THE SCOPE OF ITS USE

1. The present Terms and Condition apply to the contractual relationship entered into by and between the inspector – the company DEKRA CZ a.s. (hereinafter only as "DEKRA Company") and the customer (hereinafter only as "Customer") the subject of which is an obligation of DEKRA Company to provide the Customer according to the law and regulations effective in the Czech Republic the agreed services specified in the relevant contract. The contract is concluded either in paper form, or in the form of a DEKRA Company's offer and its acceptance by the Customer or on the basis of a Customer's order and its acceptance by DEKRA Company (hereinafter referred to as the "Contract"). If the Customer uses the DEKRA web portal and the request forms placed on it, the demand stands for an order (a proposal to conclude a Contract with these general business terms and conditions) if the specific service does not refer to other conditions or if it is not subsequently communicated by DEKRA Company different. These General Business Terms and Conditions of DEKRA Company are always an integral part of the Contract (hereinafter only as "GTC").
2. The provision of the Contract shall prevail over the provisions of GTC. If the subject of performance is not specified, DEKRA Company shall perform activities which it considers necessary for the completion of the contracted performance (hereinafter only as "Order").
3. In the case of a specific performance that is preferably governed by the specific Business terms and conditions of a DEKRA business unit (i.e. Material Testing & Inspections, Calibration & Measurement, Assistance, Vehicle Inspections, Certification, Safety Solutions, Business Assurance, Automotive Solutions, and others), such specific BTC shall prevail over these GTC.
4. Any deviation from the GTC is permitted only by means of a provision in the Contract or by a written agreement of the parties.

II. CHANGE OF PERFORMANCE

1. If any party wishes to change or expand the scope of the agreed performance, it shall inform of this fact the other party without delay. The parties shall make a written agreement on the change of performance and the terms and conditions of such change (e.g. other time schedule, price etc.). If the parties cannot make an agreement regarding the terms and conditions of such change of performance, DEKRA Company is not obliged to perform other activities than stipulated in the original version of the Contract. Without prejudice to the above mentioned, DEKRA Company has always the right, without any previous notice to the Customer, to expand the scope of performance, providing that DEKRA Company considers it necessary and the change of performance affects the performance and the costs only in a small scope (less than 10%). In such cases DEKRA Company has always the right to claim payment of the additional costs in the prices according to the Contract which will be incurred as a result of such expansion.
3. If performance of the services is interrupted or suspended for the reasons on the Customer's side, DEKRA Company may claim a contractual penalty in the amount of a monthly price (fee) of the performance; if the price is not linked with a calendar month or with a time sheet (in which case it is relevant which volume of services would be provided, would the performance was not interrupted or suspended), then a lump sum will be paid to DEKRA Company in the amount of CZK 10,000. This shall not affect the right to claim damages in full.

III. OBLIGATIONS OF DEKRA COMPANY

1. DEKRA Company shall provide services diligently and in accordance with the Order and with the applicable law. DEKRA Company shall (a) take out and maintain standard insurance coverage, (b) provide

materials and equipment for performance of services, unless otherwise agreed and (c) make sure that the employees of DEKRA Company complied with the instructions in the field of occupational health and safety demonstrably handed over by the Customer to DEKRA Company prior to start of supplies, if the supply is performed outside the places of DEKRA Company.

2. DEKRA Company has the right to subcontract performance of the Order to subcontractors.
3. Should the Customer fail to fulfil its obligations pursuant to paragraph IV. below or should other circumstances arise, however, not solely attributable to DEKRA Company, DEKRA Company has the right to suspend its services, until this obligation is fulfilled or until the relevant circumstances cease to exist. If such circumstances last longer than 30 days, DEKRA Company has the right to withdraw from the Contract with the effects to the future.

IV. CUSTOMER'S OBLIGATIONS

1. **Prior to the conclusion of the Contract the Customer is obliged on his own costs and in a sufficient advance to familiarize DEKRA Company with all conditions, information and documents regarding the service performance.** The Customer shall especially inform DEKRA Company in writing of all conditions which may be important for performance of the Order (providing agreed services).
2. The Customer is further obliged, at his own costs and upon the request of DEKRA Company or even without such request (a) to provide the subject of the Order, equipment, tools, drawings, other documents and qualified authorised personnel for the purpose of the Order performance, (b) to provide cooperation and participate in the Order performance, (c) to provide special equipment (if required for the Order), and (d) takes other reasonable measures and provides further co-operation.
3. The Customer is further obliged, that if the place of performance is a place other than that of DEKRA Company, at his own costs and upon the request of DEKRA Company or even without such request (a) to provide free of any charge electrical energy at the work site and the adequate lightning, (b) to be responsible for safety (namely OHS and EP), (c) to coordinate safety measures and make sure that persons present in the premises where the services shall be provided complied with the instructions of DEKRA Company, (d) to inform employees of DEKRA Company of the applicable safety requirements, (e) to make sure that the safety installation, scaffolding, railings and lifting devices etc. complied with all legal and technical rules, (f) make sure that personal protective aids were available where required and (g) to make available for DEKRA Company for fulfilment of the Order office space and sanitary facilities. Where the place of performance is DEKRA Company's premises, the Customer undertakes to respect all DEKRA Company's statutory and internal regulations and instructions regarding, in particular, safety and security; In this case, DEKRA Company will coordinate safety and security measures.
4. The Customer shall not ask DEKRA Company to waive the requirements for good professional practise when performing the Order.
5. The Customer acknowledges that employees of DEKRA Company employed for performance of the Order are bound solely by the instructions of their employer and they work under the regulations permitted by the Czech employment regulations.
6. The Customer is obliged to protect the goodwill and the company name of DEKRA Company and shall not use the logo of DEKRA Company or otherwise refer to business cooperation with DEKRA Company without a written consent of DEKRA Company.

V. PRICE FOR PERFORMANCE

1. Performance is performed according to the prices stated in the offer of DEKRA Company and includes all related costs, unless otherwise agreed.
2. DEKRA Company is a payer of a value added tax (hereinafter only as "VAT"). Therefore it will always add the statutory VAT rate to the prices stated without VAT and the Customer will pay the price increased by such VAT.

VI. PAYMENT TERMS AND CONDITIONS

1. Invoices for supplies or their part performed within the given month shall be issued by DEKRA Company on a monthly basis each time as at the last day of the relevant month. Invoices are payable within fourteen (14) days from the issue date of the invoice, unless otherwise

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with registered office at *Türkova 1001, 149 00 Prague 4*
Incorporated in the Company Register kept by the Municipal court in Prague
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stated. DEKRA Company shall send invoices to the Customer in an electronic form to the email address communicated by the Customer or as a hardcopy by regular mail.

2. In case of any delay, DEKRA Company may charge a default interest of 0.05% on any amount due for each day of such delay.
3. DEKRA Company has the right to request a guarantee, surety or advance payment before the start or any time in the course of performance. The Customer is obliged to provide it upon such request of DEKRA Company.
4. Should any amount under any contract concluded between the parties be not paid as at the due date and/or should the Customer fail to provide the requested guarantee, surety or advance payment, DEKRA Company has the right to suspend performance of the Order and not to provide any further supplies, not even partial. At the same time DEKRA Company has the right to withdraw from the Contract.
5. The Customer is not entitled to offset against the claim of DEKRA Company for payment of the price of performance any of its claims, unless such claims have been acknowledged and confirmed by a final and conclusive court decision.

VII. LIABILITY FOR DAMAGE AND DEFECTS

1. **DEKRA Company shall be liable for damage caused to the Customer only in the extent and under the term and conditions specified hereinafter. DEKRA Company shall be liable only for damage caused by its activities performed with gross negligence or malicious intention.**
2. Damage means only direct damage on the Customer's property. In particular DEKRA Company is not liable for lost profit or other losses, namely non-property damage, caused to the Customer.
3. **In case DEKRA Company is liable to the Customer for damage according to the above mentioned provisions, it shall only be liable to the maximum aggregate amount corresponding to the price of the Order, however, the total liability shall not exceed CZK 5,000,000 (in words: five million Czech crowns).**
4. DEKRA Company shall not be liable for any amount in excess of the above mentioned total liability or any other claims, unless it is the liability which cannot be limited pursuant to Section 2898 of the Civil Code by a contract, with neither DEKRA Company, nor the Customer being in the position of a weaker party.
5. In case DEKRA Company acts on the basis of the contract as a Customer's subcontractor and if any non-contractual claim for damages arises to the Customer's Client against DEKRA Company, the Customer shall indemnify DEKRA Company in full extent of the claimed damage, as if the Customer is liable to the Customer's Client itself, unless such damage has been caused solely by DEKRA Company as a result of its gross negligence or malicious intention.
6. **All and any Customer's claims for damages or for defects must be lodged by the Customer with DEKRA in writing no later than within one (1) month after the Customer has or should have detected such damage or defect, however, no later than within one (1) year from the completion of the Order or the respective part of the Order to which such damage or defect relates, otherwise the claims shall cease to exist. The performance is to be received at the latest on the day of payment by the Customer.**
7. The Customer shall be liable to DEKRA Company also for non-property damage, namely if it breaches the confidentiality obligation or harms the trade or commercial name of DEKRA, or carries out any activities which could harm DEKRA, even if no damage has arisen.

VIII. EARLIER TERMINATION

1. In addition to the circumstances referred to herein, the parties have the right to withdraw from the Contract with the effects to the future also if insolvency proceedings have been initiated or if the other party is subject to the compulsory liquidation.
2. The parties have also the right to withdraw from the Contract, if any party commits a material breach of the Contract and fails to remedy such breach, not even within 30 days from the notice of the breach by the other party, or if it infringes its obligations arisen out of the Contract repeatedly (3times and more).
3. DEKRA Company has the right to withdraw from the Contract namely if the Customer fails repeatedly to provide the requested cooperation, gives repeatedly inappropriate instructions to DEKRA Company and insists on them (e.g. requirements deviating from the Contract or the prescribed standards), is late with any payments from any contract concluded with DEKRA Company and such delay continues longer than 30 days, or if DEKRA Company's trade license is terminated pursuant

to the Act No. 455/1991 Coll., the Trade Licensing Act, as amended, or if DEKRA Company forfeits other license necessary for proper performance of the Contract or DEKRA Company terminates its activities in other manner (e.g. in consequence of organisational changes).

4. If DEKRA Company waives its right to withdraw from the Contract, it has the right to suspend for the same reasons any supplies from any contracts concluded with the Customer.
5. If DEKRA Company withdraws from the Contract, it has the right to claim the price for the already completed Order, the costs expended in connection with the Order (e.g. fees for subcontractors, prices of materials etc.) and the lost profit.
6. If the Customer has withdrawn from the Contract due to its breach by DEKRA Company and any damage is caused to the Customer, the Customer has the right to be indemnified pursuant to subparagraph 7.
7. A notice of withdrawal must be made in writing and it enters into effect from the day of delivery thereof to the other party.
8. If a contract is concluded as framework agreement or for an indefinite period of time, both parties may terminate the contract at any time even without stating any reasons in writing with the notice period of three (3) months which starts on the first day of the month following the month in which the notice has been delivered to the other party.

IX. FORCE MAJEURE

If the Customer, DEKRA Company or by DEKRA engaged subcontractor is prevented from fulfilment of its obligations according to the contract, due to circumstances beyond the respective party's control, which means that the fulfilment of the Order shall be substantially more costly or complicated (i.e. by more than 30%) than at the time of concluding the contract, such a situation is ground for relief and as long as such obstacle, event or circumstances exist the affected party is not considered late and it shall not be liable for any damage occurred in connection with such Force Majeure event. If such obstacles, events or circumstances last longer than six months, either party has the right to terminate this Contract immediately by a written notice with the effects from the day of delivery of the notice to the other party. The affected party shall inform the other party of the occurrence of such circumstances pursuant to this subparagraph without delay. The above mentioned shall apply as appropriate also in case of the circumstances pursuant to Section 2913 of the Civil Code.

X. CONFIDENTIALITY OBLIGATION

1. The parties shall treat as confidential any information which (a) relates to the subject of performance according to this Contract and which (b) they have obtained directly or indirectly from the other party in connection with concluding or performance of the Contract and/or (c) is contained in the Contract and/or (d) is received from the other party in connection with the Contract and/or (e) relates to the party, its business partners or information which forms trade secret or may have a character of trade secret or any other confidential information which is known to the parties and the disclosure of which to a third party could cause harm to the other party („confidential information“) and agrees not to misuse such confidential information and not to disclose such information to any third party without a previous written consent of the other party.
2. Confidential information is considered to be confidential data pursuant to Section 1730 of the Civil Code and at the same time a trade secret pursuant to Section 504 of the same Act, providing that either party marks it as trade secret with respect to the other party.
3. Any publication or disclosure of confidential information which (a) is or becomes a public domain or available to public for other reasons than due to a breach of the Contract or which (b) the party is obliged to disclose or make available to an authorised person pursuant to the applicable legal regulations or which (c) is disclosed by the party to employees, members of bodies, professional advisers, interconnected persons in holding or group organisation (and their employees and members of bodies) or contract partners involved in performance of the Contract or assessment or other evaluation of the Contract shall not be considered a breach of the obligation stipulated in this article. Each party is obliged to commit under a contract the persons to whom it discloses confidential information in accordance with the Contract to keep confidential information in secrecy at least in the same scope in which the respective party keeps such information in secrecy, unless the confidentiality obligation is prescribed for such persons by law.
4. DEKRA Company has the right to process confidential information and use it for own internal needs without such procedure being considered a breach of the confidentiality obligation. DEKRA Company has the

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right to make copies of the received or processed documents and retain them.

5. Should DEKRA Company receives from the Customer personal data, it has the right to process it for the purpose and in the scope of the subject of the Contract. Prior to transfer of personal data to DEKRA, the Customer has the right to give necessary advices to or obtain consents from of the persons concerned. DEKRA Company shall treat personal data in accordance with the applicable Czech legal regulations and protect it technically against any unauthorised use thereof by third parties.
6. The provisions of this article shall survive termination of the Contract for the period of five years.

XI. RESULT

DEKRA Company is an author and proprietor of any result which may arise in consequence of performance under the Contract. The Customer has the right to use the result and rely on it only for own internal needs. DEKRA Company shall not be liable for the result or the use of the result vis-a-vis persons other than the Customer and any supervisory or regulatory authorities, or for the results which may be changed or used by the Customer only partially and not as a whole. DEKRA Company provides the Customer hereunder to the result as a whole and to a part (parts) thereof with perpetual, transferable, non-exclusive licence to use the result without any limitations in terms of territory or volume. The licence fee is included in the price of performance.

XII. COMPLIANCE

1. The contracting parties have agreed to comply with the highest principles of ethical and anti-corrupt conduct during the effectiveness of the Contract. In Order to achieve this goal the parties define the term: "corrupt activities" mean offering, promising or giving, as well as demanding or accepting any inadequate advantage or benefits, and providing or accepting any rewards, inappropriate gifts, expressions of hospitality, payments of expenditures, whether directly or indirectly, in the efforts to speed up the proceedings to/from a person acting in the position of any employee or a member of a statutory body in private or public sector (including an officer who decides on behalf of or work activities for a company or an organization in private or public sector) in Order to be awarded, maintain or influence of a contract or to provide for any other advantage during negotiations on the conclusion or implementation of this Contract. The parties shall make sure that all persons involved in supplies hereunder, as well as any persons controlled by the party or by such persons, complied with the present anti-corruption principles.
2. The Customer undertakes to use, in cooperation with DEKRA Company, only such employees and other workers who are not listed in the relevant European and American sanction lists under international trade law (especially the US Denied Persons List, US Unverified List, US Entity List, US Specially Designated Nationals / Terrorists / Global Terrorists List, US Foreign Terrorist Organisations List, EU's Terrorist List). The Customer declares that, in the context of its business relationships, he adopts measures to prevent the legalization of proceeds from crime and the financing of terrorism.
3. The parties represent and warrant that during the execution of all activities related to the Contract they shall comply with all applicable legal regulations related to environmental protection, material liquidation, discharge of chemical substances, gases or other substances or materials into the environment or presence of such materials, chemical substances, gases or other substances in the premises of their facilities and/or facilities of their affiliated persons, providing they have a significant actual or potential impact on activities related to the Contract. It shall not be a violation of the mentioned obligations, if the violation can be remedied and shall be remedied within 30 days from the day of violation.
4. DEKRA Company reserves the right to withdraw from the Contract with the effects to the future, as well as to reject any partial performance, if it finds that the Customer, its co-workers or employees or the Customer's or such persons' controlling or controlled entity has committed any activity during the execution of the Contract, whether directly or by means of its representative, against the above mentioned principles of compliance and environmental protection and the Customer fails to adopt upon a written request of DEKRA Company in reasonable time timely and satisfactory measures to remedy the situation.

XIII. FINAL PROVISIONS

1. The actual GTC can be viewed on www.dekra.cz. These GTC are an integral part of the Contract. In the case of ordering services through web-based distribution, DEKRA Company's web terms at www.dekra.cz are also applicable for the Contract. The provisions agreed by the parties in the Contract prevail over the provisions hereof. All and any agreements related to the terms and conditions of performance which deviate from the GTC must be made in writing and signed by both parties. Unless these are the specific BTC of DEKRA Company's organizational unit.
2. The application of the Customer's business terms is excluded. If the Customer's business terms and conditions exclude in a valid and effective manner the application of these GTC as a whole, no agreement shall arise between the parties on terms of performance and the Contract shall not be concluded, unless it is a contract made as a written document signed by both parties on one page.
3. The provisions of GTC may be changed or amended by DEKRA Company at any time without a notice. DEKRA Company shall inform the Customer of such change of GTC personally or by email. If the Customer states its disapproval of the new GTC within 14 days from the day it has been informed or could have been informed of the change, the existing GTC shall continue to apply for the contractual relationship. Any amendment to BTC shall not affect the rights and obligations arisen during the effectiveness of the previous version of GTC.
4. Neither party is entitled to assign or transfer its rights and obligations arisen out of the Contract, or the Contract itself to a third party without a previous written consent of the other party.
5. **The Customer acknowledges that all the clauses contained herein and in GTC are understandable, they are not unfavourable for the Customer and neither the Contract nor GTC deviate from normal terms and conditions agreed in similar cases. The parties have agreed that the provisions related to contracts concluded in an adhesive manner (provisions of Section 1799 and Section 1800 of the Civil Code) shall not apply to their contractual relationship.**
6. For the avoidance of any doubts emailed notices will be considered delivered on the day following the day of mailing the email, notices mailed by registered mail will be considered delivered on the tenth (10.) day from the date indicated on the receipt slip of the respective post office.
7. The contractual relationship and the rights and obligations of the parties arisen out of it, as well as the Contract itself and the present BTC shall be governed by the Czech law with the exclusion of the rules referring to foreign law and international law of commerce. In case of any dispute between the parties in relation to the Contract and the rights and obligations of the parties arisen out of the contractual relationship the dispute shall be referred to the general court at the place of the registered seat of DEKRA Company.

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