

## SUBCONTRACTOR TERMS AND CONDITIONS of DEKRA CZ a.s.

### I. CONTRACT, CONDITIONS FOR SUBCONTRACTORS A SCOPE OF APPLICATION

1. The present Terms and Conditions apply to the contractual relation entered into by and between the company DEKRA CZ a.s. as the client (hereinafter referred to as "DEKRA") and its subcontractor (hereinafter referred to as the "Subcontractor") which is obliged to provide a service / to execute a work or perform another task (e.g. advisory, inspection or revision) pursuant to a contract as a Subcontractor within a fulfillment that is to be provided by DEKRA to its customer (hereinafter referred to as the "Customer"). Such contract is concluded either in the printed form or in the form of the Subcontractor's offer and its acceptance by DEKRA or on the basis of DEKRA's order and its acceptance by the Subcontractor (hereinafter referred to as the "Contract").
2. These Subcontractor Terms and Conditions (hereinafter referred to as the "STC") form an integral part of the Contract and the Subcontractor expresses an unreserved consent thereto and undertakes to comply therewith. Subcontractor's terms and conditions or other terms shall not form a part of the Contract even though the Subcontractor's offer or Subcontractor's acceptance of order may refer to such terms or such terms may be attached thereto.
3. The Subcontractor and its staff shall be bound by the terms and regulations of the Customer which shall form an integral part of the Contract and which must be complied with by DEKRA as part of the fulfillment provided to the Customer (hereinafter referred to as the "CTC"). DEKRA shall inform the Subcontractor of the CTC or provide a list of such terms and/or provide a reference to such terms. The Subcontractor shall peruse the CTC and ensure that they are known, observed and complied with by staff appointed or hired by the Subcontractor to provide the fulfillment at the latest before the commencement of the Contract performance.
4. The provisions agreed by the parties in the Contract or those contained in the CTC shall prevail over the provisions hereof. The provisions of the Contract shall prevail over the CTC. Any and all agreements related to the terms and conditions of performance which deviate from these STC must be made in writing and signed by authorized representatives of both parties.

### II. PAYMENT TERMS AND VAT PROVISIONS

1. In case that the Subcontractor issues an invoice to DEKRA under the Contract, it shall issue the invoice within 5 days of the date of entitlement to such issue (unless stipulated otherwise, for a one-time performance after its provision, and for a framework agreement retrospectively on a monthly basis).
2. The invoice maturity shall not be shorter than 30 days of its delivery to DEKRA.
3. Besides statutory requisites, the Subcontractor shall specify the number of DEKRA's cost center as mentioned in the Contract or as communicated to the Subcontractor by a DEKRA's employee. The Subcontractor shall request the number before it issues the invoice.
4. In the event that the invoice fails to contain requisites mentioned in the Contract and/or in these STC, or if the bank details and account number contradict a written notice of their change, or such details are incorrectly entered, DEKRA shall return the invoice to the Subcontractor and ask for a correction or amendment. A new maturity period shall commence on the date of delivery of the new, corrected or amended invoice.
5. Invoices shall be delivered by the Subcontractor in the printed form to the address of the registered office of DEKRA or in the electronic form to the e-mail address: [faktury@dekra.cz](mailto:faktury@dekra.cz).
6. The Subcontractor declares that:
  - (a) it acknowledges the duty to pay VAT on the consideration received from DEKRA to the tax administrator, and it shall pay the VAT duly, correctly and in time,
  - (b) it's economic situation is good, it is not the subject of execution or insolvency proceedings and no such proceedings are pending, it is not a party to a court, arbitration or administrative proceedings that could result in an obligation that is not feasible

- for the Subcontractor or that would destabilize its economic situation,
- (c) it is not the subject of proceedings on the registration into the list of unreliable tax payers under the VAT Act and no such proceedings are pending,
- (d) it is not an unreliable tax payer under the VAT Act, and
- (e) the account specified to DEKRA for payments is the account required for sending the consideration, and it is an account notified to the tax administrator with the territorial and functional jurisdiction and an account published by the tax administrator under the VAT Act.

7. The Subcontractor shall notify DEKRA of any change in circumstances under the previous par. 6 in writing or by e-mail no later than within (3) days of the origination of such change, or if not possible, within (3) days of the registration of such change into the relevant list or register, and it shall conclude an amendment to the Contract with DEKRA. Such amendment shall set procedures contemplated in Section 109a VAT Act or stipulation of DEKRA's right to retain a sum corresponding to the amount of taxable supply until the Subcontractor fulfills the tax liability.
8. In case any of the Subcontractor's representations stated in par. 6 above proves to be untrue, in case the bank account changes or in case the Subcontractor becomes an unreliable payer and it fails to notify DEKRA thereof in contradiction with par. 7, or fails to conclude an amendment to the Contract to that end, the contracting parties stipulate the right of DEKRA to proceed in accordance with Section 109a VAT Act and to pay the tax on behalf of the Subcontractor to the tax administrator. Furthermore, in this case, the contracting parties stipulate the DEKRA's right to the compensation for damage, to withdraw from the Contract or any partial contract or to pay the VAT from an issued invoice to the Subcontractor only in case the Subcontractor proves that it has settled the VAT to the relevant tax administrator. If the Subcontractor is or becomes an unreliable payer under Section 106a VAT Act, DEKRA has the right to settle the invoice by (5) working days later than the maturity date.

### III. TERMS OF PERFORMANCE

1. DEKRA may require continuous work in case there are serious reasons.
2. The Subcontractor shall provide assistance to DEKRA, necessary for meeting DEKRA's obligations toward the Customer, if it is asked for such assistance.
3. The Subcontractor undertakes to get acquainted with all the duties of subcontractors under the CTC and to strictly observe them and comply with them. In particular, the Subcontractor must ensure that all the conditions for work in the place of performance are met.
4. The Subcontractor shall provably inform its staff working on the fulfillment under the Contract of all conditions for the performance (in particular these SCT and CTC) and shall ensure compliance.
5. The Subcontractor shall be responsible for maintaining all the workplaces where it works under the Contract clean and tidy, for compliance with occupational health and safety, fire safety regulations, compliance with systematic measures and emergency preparedness, as well as for meeting all the requirements imposed on suppliers by DEKRA customers. The Subcontractor in particular undertakes to ensure observation and fulfillment of other duties defined by legal and other regulations concerning occupational health and safety, fire safety and emergency plans, environmental protection, technical safety, protection of property and persons, as well as orders and prohibitions ensuing from them, including instructions aimed at prevention of any harm to health, lives, the environment and property of DEKRA and the Customer.
6. DEKRA and its Customer are entitled to check the compliance with the above duties by the Subcontractor. A breach of duties ensuing from par. 5 shall be considered a material breach of the Contract and DEKRA shall be entitled to withdraw from the Contract.
7. The Subcontractor shall be liable for damage to the structures and facilities of DEKRA and the Customer. In the event that the Customer damages such structures and facilities, it shall procure the restoration of the original state at its own expense or it shall compensate DEKRA for such restoration in full.
8. The Subcontractor shall participate in emergency drills and training in the extent necessary for due performance of the Contract under the instructions of DEKRA and/or the Customer and shall claim no reimbursement of costs. In the event of emergency, the Subcontractor shall follow the instructions of the Customer's person in charge and of the Customer's emergency crew.
9. The Subcontractor undertakes to enable DEKRA checking the performance of the subject of the Contract and fulfillment of duties by

the Subcontractor, and to submit all requested documents and information. The Subcontractor shall enable internal and external audit (such as security audit) by DEKRA and the Customer (or their authorized persons).

10. In the event of the Subcontractor's obstacle in the performance, the Subcontractor shall inform DEKRA without undue delay of the obstacle in writing (by e-mail), evidence the existence of the obstacle, and determine the period of its duration. After the obstacle ceases to exist, the Subcontractor shall promptly continue in the performance unless instructed otherwise by DEKRA. The Subcontractor promptly inform DEKRA of the end or prolonged existence of the obstacle. If the obstacle exists for more than 10 days, DEKRA shall be entitled to withdraw from the Contract. The existence of an obstacle shall not relieve the Subcontractor from the obligation to perform the Contract and from the liability for loss or damage in the event of nonperformance, except for force majeure.
11. The Subcontractor is obliged to have third-party liability insurance covering loss or damage caused by current and operating activities throughout the duration of the Contract and the warranty. The amount of the minimum required insurance coverage shall be determined by DEKRA in the order.
12. Without DEKRA's prior written consent, the Subcontractor shall not hire third parties (sub-suppliers) for the performance under the Contract. If consent is granted, the Subcontractor shall provably bind its sub-suppliers to observe and fulfill all the terms of the Contract, these STC and CTC. The Subcontractor shall always be liable for actions and omissions of its sub-supplier toward DEKRA as if it acted itself.

#### IV. FORCE MAJEURE

In the event that DEKRA, its Customer or Subcontractor is prevented from the fulfillment of its obligations under the Contract due to circumstances beyond the respective party's control, which means that the fulfillment 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 situation shall form a ground for relief and as long as such obstacle, event or circumstance exists, the affected party shall not be considered in delay 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 the Contract immediately by a written notice with effects from the day of the notice delivery to the other party. The affected party shall inform the other party of the occurrence of such circumstance pursuant to this paragraph without delay. The above mentioned shall apply accordingly also in the event of circumstances under Section 2913 of the Civil Code.

#### V. LICENSE AGREEMENT and TITLE TO RESULT OF PERFORMANCE

1. In case that any result of the Subcontractor's performance under the Contract or its part, a document or another thing intended under the Contract for use by DEKRA is an author's work under Act No. 121/2000 Coll., on Copyright (Copyright Act) or intellectual property protected otherwise, the Subcontractor by its execution of the Contract provides DEKRA with a free, perpetual, transferable, non-exclusive license to use the result of such performance as a whole or in part(s) without any limitations in terms of territory or volume by means of reproduction, disclosure to third parties and other means for the purposes of use, reproduction, backup, archiving and disclosure of the result of performance to a third party; at the same time, the Subcontractor provides DEKRA with a license to modify, change or destroy the author's work or other intellectual property created for DEKRA under the Contract.
2. If this is the result of the Subcontractor's sub-supplier, which is protected under the Copyright Act or a similar generally binding legal regulation under the laws of the place of residence / business of the sub-supplier, the Subcontractor undertakes to procure a license to such result for DEKRA in the same extent as required for the Subcontractor's result of performance under this provision.
3. DEKRA has the right to make copies of documents received from or processed by the Subcontractor and to archive them.
4. The title to materials, deliveries and physical results of performance shall be transmitted from the Subcontractor to DEKRA as of the moment when the fulfillment is provided.

#### VI. LIABILITY FOR DEFECTS, LOSS AND DAMAGE. WARRANTY

1. The Subcontractor is obliged to execute the subject of the Contract duly, in time and without defects. The Subcontractor may only be

relieved of its liability under the terms defined by law and by the Contract.

2. The Subcontractor undertakes and warrants that the fulfillments executed under the Contract are:
  - a) executed in high quality and with expertise and care,
  - b) provided in a completely objective, impartial and professional manner.
3. The Subcontractor shall provide DEKRA with a quality warranty (hereinafter referred to as the "**Warranty**") for the results of performance in the duration of 24 months, which period shall always run separately since the day of the individual fulfillment provision. The warranty period shall be extended by the period for which DEKRA was unable to properly use the fulfillment or its part in consequence of an ascertained defect.
4. The Subcontractor shall remedy the claimed defects at its own expense within the warranty period. After ascertaining defects of the fulfillment, DEKRA shall be entitled to:
  - a) claim remedy of the defect by the provision of a new fulfillment within 1 week of the receipt of a written notice of the defect including its description, unless the contracting parties agree a different period in a specific case; or
  - b) remedy the defect by itself or through a third party at the expense of the Subcontractor. The Subcontractor shall reimburse DEKRA for provably expended costs incurred in connection with the remedy within 30 days of the receipt of the relevant invoice from DEKRA.
5. The Subcontractor shall be liable for any loss and damage caused to the DEKRA and/or the Customer by the Subcontractor or persons providing fulfillment to the Subcontractor in the course of the Contract performance. The compensation for loss and damage shall be governed by the provisions of Section 2894 et seq. Civil Code. The contracting parties hereby explicitly stipulate the Subcontractor's duty to compensate for immaterial loss and damage (e.g. damage to the DEKRA's reputation).

#### VII. PREMATURE TERMINATION

1. In addition to the stipulated and statutory methods of the Contract termination, the contracting parties have the right to withdraw from the Contract with future effects also if insolvency proceedings have been initiated and conducted against the other party or if the other party is subject to compulsory liquidation.
2. The parties also have 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 10 days of a written notice of the breach by the other party, or if it infringes its obligations arisen from the Contract repeatedly (3 times and more).
3. Unless the Contract is concluded for the duration of DEKRA's contract with the Customer (where it expires with the expiry of the contract), DEKRA shall be entitled to withdraw from the Contract in case its contractual relation with the Customer expires.
4. To the extent that DEKRA waives its right to withdraw from the Contract, it shall be entitled to refuse the settlement of the price of fulfillment or its part.
5. The notice of withdrawal must be made in writing and it shall become effective on the day of its delivery to the other party.

#### VIII. CONFIDENTIALITY OF INFORMATION, DATA PROTECTION AND SECURITY

1. The contracting parties represent and guarantee that (a) all pricing, economic, legal, production, business and technical information in tangible or intangible form related to the Contract and subject of performance, including specifications, records, processes, plans, drawings, bids, presentations, etc., as well as (b) other information and materials that were or will be entrusted or otherwise provided by the parties to each other, or marked as a trade secret or which are obtained about the parties, their business and partners or customers during the performance of the Contract, (c) information and materials that are of the nature of a trade secret or which may be of a similar nature to a trade secret; and (d) any other confidential information (e.g. know-how) that is known to the parties in connection with the Contract and whose disclosure to a third party could cause loss and damage to the other party, regardless of the form and manner of disclosure or recording (hereinafter referred to as the "**Confidential Information**"), shall be maintained in secrecy, not used for a party's financial or other benefit or for the benefit of a third party or disclosed to third parties without a prior written consent of the other party; such information and materials shall not be used for purposes other

than the performance of the Contract, and the contracting parties shall ensure their secrecy (hereinafter referred to as the “Confidentiality Obligation”).

2. The Confidentiality Obligation shall also apply to third parties that were provided the Confidential Information by one of the contracting parties upon the consent by the other party in connection with the performance of the Contract. Such contracting party shall be liable for binding such persons with the Confidentiality Obligation minimally in the same extent as such party is bound.
3. Provision of Confidential Information shall not constitute any right of the Subcontractor to a license, registered trademark, patent, right of use or distribution of an author’s work or any other intellectual property right.
4. The Confidentiality Obligation shall survive the termination of the Contract and shall last for the entire existence of facts constituting the subject of secrecy, however, at least for five (5) years after the termination.
5. In the event of breach of the Confidentiality Obligation under this Article, the Subcontractor shall pay to DEKRA a contractual penalty of CZK 50,000 for each breach. This shall not affect DEKRA’s right to claim damages in full.
6. 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 recipient provable had known before the disclosure or (c) the party is obliged to disclose or make available to an authorized person pursuant to applicable legal regulations or which (d) is disclosed by a party to employees, members of bodies, professional advisers, interconnected persons in a holding or a group (and their employees and members of bodies) or (e) contractual partners involved in the 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. The persons under clauses (d) and (e) must be provably bound with the Confidentiality Obligation by the disclosing party in the same extent as the party disclosing the Confidential Information.
7. For the avoidance of doubt the contracting parties agree and represent that DEKRA is entitled to process the Subcontractor’s Confidential Information and use it for internal needs and needs of the DEKRA concern. DEKRA has the right to make copies of the received or processed documents and archive them.
8. In case the Subcontractor requires or receives any personal or sensitive data from DEKRA within the performance of the Contract (hereinafter referred to as the “Personal Data”), it is not entitled to further process them unless it concludes a written agreement on the processing of Personal Data with DEKRA. The Subcontractor shall inform DEKRA in writing in advance of the intention to process the Personal Data. The Subcontractor is obliged to provably maintain confidentiality of the provided Personal Data and to treat them in accordance with the applicable legal regulations and provide sufficient technical protection of such data from leakage or misuse by third parties.
9. In case DEKRA receives Personal Data from the Subcontractor, it has the right to process them for the purpose and in the scope of the subject of the Contract and of the contractual relation with the Customer. Prior to the transfer of personal data to DEKRA, the Subcontractor has the right to obtain necessary advice or consents of the persons concerned. DEKRA shall treat Personal Data in accordance with the applicable Czech legal regulations and protect it technically against any misuse by third parties.
10. Upon the termination of the Contract, the contracting parties shall return to each other any Confidential Information and its carriers as well as copies thereof, unless it is needed for the fulfillment, compliance with statutory obligations or evidencing own rights and claims.
11. The provisions of this Article shall survive the termination or expiry of the Contract.

#### IX. COMPLIANCE

1. The contracting parties agree to comply with the highest ethical principles and anti-corruption conduct during the effectiveness of the Contract. In order to achieve this goal the parties concordantly define the term “corrupt activities” as 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 effort to speed up 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 works

for a company or an organization in private or public sector) in order to be awarded, maintain or influence a contract or to obtain any other advantage during negotiations on the conclusion or implementation of the Contract. The parties shall make sure that all persons involved in fulfillments under the Contract, as well as any persons controlled by the parties, comply with the present anti-corruption principles.

2. The Subcontractor undertakes to use, in cooperation with DEKRA, 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 Organizations List, EU’s Terrorist List). The Subcontractor declares that, in the context of its business relations, it adopts measures to prevent money laundering and terrorism financing.
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, disposal of materials, 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 of the day of violation.
4. DEKRA reserves the right to withdraw from the Contract with future effects, as well as to reject any partial performance, if it finds that the Subcontractor, its co-workers or employees or the Subcontractor’s or such persons’ controlling or controlled person have committed any action during the execution of the Contract, whether directly or through their representative, against the above mentioned principles of compliance and environmental protection or breached the confidentiality obligation under Article VIII.

#### X. FINAL PROVISIONS

1. The Subcontractor is obliged to protect the goodwill and the company name of DEKRA and shall not use the logo of DEKRA or otherwise refer to business cooperation with DEKRA without a written consent of DEKRA.
2. The Subcontractor is not entitled to assign or transfer its rights and obligations arisen from the Contract or the Contract itself to a third party without a previous written consent of DEKRA.
3. The Subcontractor acknowledges by its signature that all the clauses contained herein are understandable, they are not unfavorable and neither the Contract nor the STC deviate from standard terms and conditions agreed in similar cases. The parties agree that the provisions related to adhesion contracts (provisions of Section 1799 and Section 1800 of the Civil Code) shall not apply to their contractual relation.
4. For the avoidance of doubt, an e-mailed notice shall be considered delivered on the day following the day of sending the notice; a notice sent by registered mail shall be considered delivered on the tenth (10<sup>th</sup>) day of the date indicated on the receipt slip by the stamp of the post office.
5. The contractual relation and ensuing rights and obligations of the parties as well as the Contract itself and the present STC shall be governed by Czech laws with the exclusion of standards referring to foreign law and international trade law. In the case of any dispute between the parties in relation to the Contract and rights and obligations of the parties ensuing from the contractual relation, the dispute shall be referred to the general court in the place of the registered office of DEKRA.
6. The current STC may be viewed at [www.dekra.cz/podminky](http://www.dekra.cz/podminky). The provisions of STC may be unilaterally changed or amended by DEKRA at any time. DEKRA shall inform the Subcontractor of such change of STC personally or by e-mail. If the Subcontractor expresses its disapproval of the new STC within 14 days after the day it has been informed or could have been informed of the change, the existing STC shall continue to apply for the contractual relation. Any amendment to the STC shall not affect the rights and obligations arisen during the effectiveness of the previous version of the STC.

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