

## General Terms and Conditions for supply of Goods and Services

effective as of 1 August 2019

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### 1. Application and Definitions

- 1.1. These General Terms and Conditions (hereinafter referred to as “**GTC**”) apply to all Contracts entered into by and between the company DEKRA CZ a.s. (hereinafter referred to as “**DEKRA**”), as the supplier of Goods or Services, and its customer, as the purchaser of the Goods or Services (hereinafter referred to as “**Customer**”). The contract concluded between DEKRA and the Customer consists of (i) the signed contract, purchase order, offer or any other signed document describing the subject-matter of the performance, (ii) these GTC and (iii) other documents referred to in the signed contract (all documents forming part of the contract hereinafter collectively referred to as “**Contract**”).
- 1.2. The Contract is concluded: (i) once it has been signed by both parties, or (ii) once the Customer has confirmed the offer of Goods or Services issued by DEKRA, or (iii) once DEKRA has confirmed the purchase order of Goods or Services placed by the Customer, or (iv) impliedly, once DEKRA has started with fulfilment of its obligations in accordance with the order of the Customer. The catalogue of Goods or Services published on the DEKRA website is of a merely informative nature and shall not constitute binding offer of such Goods or Services. Contract is concluded exclusively pursuant to the these GTC; no terms or conditions delivered with or contained in Customer’s orders, quotations, acknowledgements, acceptances, specifications or similar documents will form part of the Contract, and Customer waives any right which it might have to rely on such terms or conditions.
- 1.3. “**Services**” means any services to be provided by DEKRA to the Customer or to the third party designated by the Customer in accordance with the Contract, including, but not limited to, works, control or supervision services, testing, homologation, expert services, inspection, audit, trainings, car assistance services, metrology services etc.
- 1.4. “**Tangible Result**” means document or any other tangible outcome of Services, including, but not limited to, certificate, inspection report, expert report etc. Tangible Result shall not be considered as Goods;
- 1.5. Where DEKRA provides Goods or Services to the third party designated by the Customer, the Customer must ensure that such third party will fully comply with conditions of the Contract; the Customer shall be liable for any breach of the Contract by the designated third party.

### 2. Terms of performance

- 2.1. DEKRA will deliver Goods or provide Services in accordance with applicable law, technical specifications and applicable quality and industry standards. Where DEKRA provides Services in capacity of an authorized authority, such as accreditation, certification, testing and inspection services, laboratory services etc., DEKRA will provide such Services in accordance with technical norms, directives and standards legally binding for performance of such Services.
- 2.2. If it was agreed that the Customer is entitled to give DEKRA binding instructions regarding the performance of the Contract, such instructions must not infringe the provisions of applicable legislation, technical specifications, applicable quality and industry standards or third parties’ rights. DEKRA shall not be liable for faulty or incomplete instructions of the Customer.
- 2.3. Unless stated otherwise in the Contract, DEKRA will deliver Goods or provide Services in its business premises in Czech Republic.
- 2.4. Where the exact time of performance has not been set forth in the Contract, DEKRA will deliver Goods or provide Services within a reasonable time following the receipt of a request for performance of the Customer; DEKRA is obliged to begin with performance of the Contract within 7 days following the receipt of the request of the Customer. Where a framework Contract has been concluded between parties, obliging DEKRA to perform the Contract based on the purchase orders of the Customer, such purchase orders shall not be binding upon DEKRA unless confirmed by DEKRA in writing.
- 2.5. If the Customer fails to accept the delivery of Goods or the proper performance of Services, or if the Customer breaches any other contractual obligation in a way that prevents DEKRA from discharging its obligations duly and in the agreed time (obligations set forth in Article 2.6 of these GTC), DEKRA may require the Customer to pay a cancellation fee at the rate of 100 % of the Contract price.
- 2.6. The Customer shall provide DEKRA, upon its request, with all the necessary assistance for the proper discharge of DEKRA’s obligations, including, but not limited to:
  - i. The Customer is obliged to accept the delivery of Goods or the proper performance of Services at the agreed time;
  - ii. The Customer shall provide DEKRA with any information and documentation that is necessary for the proper performance of the Contract; the Customer is fully liable for the completeness and accuracy of such information and documentation;

- iii. The Customer shall grant DEKRA access to the products, equipment and machinery covered by the performance of Services and ensure that such products, equipment and machinery are eligible for the proper performance of Services;
- iv. The Customer shall, where applicable, provide DEKRA with the necessary equipment; the Customer shall be fully liable that such equipment is faultless and fits for purpose;
- v. Where the performance is not provided in the premises of DEKRA, the Customer shall grant DEKRA access to the agreed place of performance. The Customer shall be fully liable for the compliance with applicable health and safety legislation at the place of performance. Where the performance is provided in the premises of the Customer, the Customer shall inform DEKRA about the applicable health and safety rules and other internal rules.
- vi. Where the performance is not provided in the premises of DEKRA, the Customer shall, to the extent necessary, ensure that electric energy, lightning and other services needed for the proper performance of Services are supplied to the place of performance of Services;
- vii. The Customer shall, upon request, appoint a staff member responsible for communication with DEKRA and directing the operations necessary for the proper performance of DEKRA's obligations.

DEKRA is not obliged to deliver Goods or provide Services until all obligations of the Customer set forth in this Article 2.6 are fully complied with.

- 2.7. DEKRA is entitled to subcontract the performance of the Contract, in full or in part, without the consent of the Customer. DEKRA remains solely liable for performance of the Contract by its subcontractors.
- 2.8. The Customer is obliged to accept the delivery of Goods or the proper performance of Services at the agreed time. In the absence of agreement, the Customer is obliged to accept the performance upon a request for acceptance of DEKRA. If the Customer refuses to accept the performance, he must notify DEKRA of the grounds for refusal. The Customer is not entitled to refuse the acceptance of performance due to isolated and insignificant defects or non-compliances which do not substantially affect or limit the use of delivered Goods or performed Services. DEKRA will remedy any defects or non-compliances within the agreed time or, in the absence of agreement, within a reasonable time. If the Customer breaches his obligation to accept the performance at the stipulated time, the Goods or Services shall be deemed to be accepted.
- 2.9. The Services without Tangible Result do not require specific act of acceptance and shall be deemed to be accepted by the time of their discharge unless grounds for refusal of acceptance are notified to DEKRA without undue delay. Services with Tangible Result (such as certificate, inspection report, expert report etc.) shall be deemed to be accepted by the time of acceptance of the Tangible Result.
- 2.10. With regard to Services the purpose of which is impartial and independent testing or inspection of materials/ products or evaluation of processes/ facts (such as control or supervision, material testing, homologation, expert services, inspection, audit etc.), DEKRA does not guarantee to the Customer neither positive nor any specific result of performance of such Services. Repeated performance of Services, rendered upon a request of the Customer after obtaining a negative result thereof, is deemed to be new Service and as such is subject to an additional charge of the standard Contract price.

### **3. Price and Payment terms**

- 3.1. The prices of Goods and Services are set forth in the signed contract, offer or purchase order, or in the DEKRA price list referred to therein. Unless stated otherwise in the Contract, the payment of the amounts due to DEKRA shall be made in EUR.
- 3.2. Unless stated otherwise in the Contract, the Customer will reimburse DEKRA additional costs and expenses of the performance, including taxes, duties, customs, travel and accommodation expenses and delivery expenses.
- 3.3. DEKRA will issue invoices after the acceptance of Goods or Services or, with regard to the cancellation fees under Article 2.5 of these GTC, after the expiry of the agreed time of performance. In case of continuous or repeated performance of Services, DEKRA will issue invoices on a monthly basis for the Services rendered during the previous month. Invoices issued by DEKRA shall be paid by the Customer within 30 days from the date of their issue.

### **4. Warranty and Liability**

- 4.1. DEKRA warrants that the Goods and Services will comply with the Contract. The Customer is obliged to notify DEKRA of all defects or non-compliances of the Goods or Services without undue delay, but in any event not later than 6 months from the day of acceptance thereof (hereinafter referred to as "**Warranty period**"). After the expiry of the Warranty period, all rights and claims of the Customer connected thereto shall lapse. After the notification of the defects or non-compliances, DEKRA will, at its sole discretion, remedy such defects or non-compliances: (i) by repair of Goods/ Services, (ii) by replacement of Goods/ Services, or (iii) by reasonable reduction of the price. DEKRA will remedy notified defects or non-compliances within a reasonable time following the notification of the Customer having regard to the originally agreed timetable.

- 4.2. DEKRA will not, in any event, be liable for defects or non-compliances of the Goods or Services caused by (i) the breach of Customer's obligations or by (ii) incorrect or incomplete information, faulty instructions or unfit or defective equipment provided by the Customer for the purposes of the performance of the Contract.
- 4.3. The liability of the parties arising out of, connected with or resulting from the Contract, or the breach thereof, shall be limited to the maximum of EUR 100.000. The limitation of liability shall not apply (i) to damage caused intentionally or due to gross negligence and (ii) to harm caused to the natural rights of individuals.
- 4.4. DEKRA will not, in any event, be liable for damage caused to the tested products or materials, where such damage is an inherent part of the rendered Services (e.g. destructive testing, homologation, etc.).
- 4.5. Neither party will be liable for any delay or failure to perform its obligations under the Contract if such delay or failure to perform will result from an event of Force Majeure. Force Majeure means an event that was not foreseeable by the affected party at the time of execution of the Contract, is unavoidable and outside the reasonable control of the affected party, provided that it cannot overcome such event despite all reasonable efforts. The provision of the preceding sentence shall not apply if the event of Force Majeure occurs when the affected party has already been in default of performing its obligations. The occurrence of Force Majeure relieves parties from their obligations to pay contractual penalties.

## **5. Intellectual property rights, Information exchange and Confidentiality, Compliance**

- 5.1. The Customer is obliged to comply with the conditions of use of any Tangible Result, including the conditions set forth in the Contract, by applicable legislation and technical norms, and the conditions affixed directly to the Tangible Result. The Customer is obliged to use the Tangible Result in a clear, transparent and not misleading manner. DEKRA retains any intellectual property rights vested in the Goods or Services and its Tangible Result, including rights originating therefrom or connected therewith. DEKRA grants to the Customer a worldwide, non-exclusive licence, without the right of sub-licensing, to use such intellectual property for the purposes of this Contract and for the purposes originating therefrom. Breach of obligations set forth in this Article by the Customer may result in DEKRA forbidding the Customer further use of the Tangible Result and suspending or withdrawing related licences or certification.
- 5.2. Any information contained in the Contract or connected thereto and any information that may come to knowledge of any party in the context of performance of the Contract shall be treated as confidential and neither Party shall divulge such information to any third person, firm or corporation, without the prior written consent of the other party; such information includes, in particular, technical or trade secrets of the parties, manufacturing, production and processing methods, customers, employees and business partners information, intellectual property, etc. The confidentiality clause shall not apply to information for which any party may provide proof that such information: (i) was already in the public domain, or (ii) had become accessible to the public, other than through any party having breached its contractual obligations, or (iii) had been legally received from a third party who was completely at liberty to disclose it, or (iv) was in the party's possession at the time it was disclosed. The provisions of the present Article shall remain in full force throughout the term of the Contract and for five (5) years after the termination of the Contract, regardless of the reasons for its termination.
- 5.3. The Customer shall, in no case, use the existence of the Contract or parties' cooperation for advertising, promotional or similar purposes, without the prior written consent of DEKRA. DEKRA may use any anonymised audio-visual material recorded through out the performance of the Contract for educational, promotional or similar purposes.
- 5.4. The parties are obliged to comply with DEKRA Compliance policy which is available on the DEKRA website at the following address: [https://dekra.cz/wp-content/uploads/2018/10/EN\\_Compliance-Guidelines\\_18082018.pdf](https://dekra.cz/wp-content/uploads/2018/10/EN_Compliance-Guidelines_18082018.pdf).

## **6. Data Protection**

- 6.1. DEKRA processes personal data of individuals in compliance with the personal data protection policy available on the DEKRA website at the following address: <https://dekra.cz/ochrana-osobnich-udaju/>. The Customer is obliged to inform any individual, to whom DEKRA provides Goods or Services upon Customer's request, about the contents of the policy.
- 6.2. Where the parties in the course of performance of the Contract process personal data according to Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as "GDPR"), the personal data processing is governed by the provisions of this Article 6 which shall constitute a contract concluded pursuant to Article 28 sec. 3 of GDPR. Provisions of this Article 6 shall apply in cases where either party is a controller and the other party is a processor of personal data of individuals.
- 6.3. Identification of the controller and the processor, the scope and subject-matter of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects shall be set forth in the signed contract.
- 6.4. The processor will process the personal data throughout the term of the Contract and further for such period he is obliged (or authorised) to store the data according to applicable legislation or for such period he needs the data to secure mutual rights and obligations arising from the Contract.

- 6.5. Unless stated otherwise in the Contract, the processor shall not process special categories of personal data pursuant to Article 9 of GDPR. The processor may process personal data manually or automatically; unless stated otherwise in the Contract, the processor shall not conduct automated decision making or profiling pursuant to Article 22 of GDPR.
- 6.6. Processor is obliged to implement appropriate technical and organisational measures to ensure appropriate level of security of personal data to prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 6.7. The processor is obliged to implement the following organizational and technical measures:
- Conduct the processing using his own employees and ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - Use appropriate technology and software to prevent accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of personal data;
  - Store the personal data only in secured buildings, storage rooms, data storages or hard discs and allow access to such data only to authorised persons based on access codes or passwords;
  - Ensure that remote transmission of personal data will only be conducted through non-public or secured networks;
  - Where appropriate, ensure pseudonymisation and encryption of personal data;
  - Ensure ability to ensure the confidentiality, integrity, availability and resilience of processing systems and services;
  - Ensure ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
  - Introduce the process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
  - At the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law require storage of the personal data.
- 6.8. The processor processes the personal data only on documented instructions from the controller. Processor shall inform the controller about audit or inspections, conducted by the Union or national state authority for personal data protection.
- 6.9. In the case of a personal data breach, the processor shall without undue delay, not later than 24 hours after having become aware of it, notify the personal data breach to the controller. The processor shall introduce measures necessary to reduce risk to the rights and freedoms of individuals and to prevent other negative consequences of the breach. The processor shall adopt measures necessary to prevent future personal data breach and shall assist the controller with fulfilment of his obligations connected to personal data breach according to Article 33 and 34 of GDPR.
- 6.10. The processor shall not engage another processor without prior specific or general written authorisation of the controller. In the case of general written authorisation, the processor shall inform the controller of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes.
- 6.11. Personal data will only be processed in the territory of the European Union and will not be transferred to third countries.
- 6.12. Taking into account the nature of the processing, the processor shall assist the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights.
- 6.13. The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations laid down by GDPR and allow for and contribute to necessary audits, including inspections, conducted by the authority for personal data protection, controller or another auditor mandated by the controller.
- 6.14. The processor shall bear all costs connected with its data protection obligations set forth in this Article 6 of GTC.

## **7. Penalties**

- 7.1. If the Customer is in default of any payment, the Customer will pay to DEKRA a contractual penalty at rate of 0,1 % of the sum due for each day of delay until full payment.
- 7.2. If DEKRA is late providing Service or delivering Goods to the Customer, DEKRA will pay to the Customer a contractual penalty at rate of 0,1 % of the price of Service or Goods in question for each day of delay.
- 7.3. Without prejudice to any other remedy DEKRA may have, if the Customer is in default of any payment or breaches his obligations to provide necessary assistance for the proper discharge of DEKRA's duties (Article 2.6 of these GTC) or gives DEKRA inappropriate or faulty instructions regarding the performance of the Contract, DEKRA may, at its own discretion, withhold the provision of Services or delivery of Goods until full performance of Customer's obligations or until correction of his instructions.

- 7.4. Without prejudice to any other remedy DEKRA may have, if the Customer is in long term (more than 30 days) or recurrent (more than twice) default of any payment, the Customer will pay to DEKRA a contractual penalty equal to 20 % of the price of the Goods and/or Services ordered.
- 7.5. If any party breaches any obligation stipulated in Article 5 or Article 10.4 of these GTC, the breaching party will pay to the innocent party a contractual penalty in an amount of EUR 2.000 for each case of such breach.
- 7.6. The breaching party will pay the contractual penalty within 10 days from the delivery of a request for payment of the innocent party. Contractual penalties claims shall exist without prejudice to any other remedy that the innocent party might have under the Contract; the right of the innocent party to seek compensation for the damage resulting from the breach of the duty which is subject to the contractual penalty remains unaffected.

## 8. Termination

- 8.1. Unless stated otherwise in the Contract, if the Contract has been concluded for an indefinite period, each party may terminate it for convenience with a three (3) months' notice by sending a registered letter with acknowledgement of receipt to the other party.
- 8.2. DEKRA is entitled to terminate the Contract for cause upon occurrence of any of the following:
  - i. Upon a material breach of the Contract by the Customer; material breach of the Contract includes, but is not limited to, the Customer's long term (more than 30 days) or recurrent (more than twice) default of any payment or breach of obligation to provide necessary assistance for proper discharge of DEKRA's obligations (Article 2.6 of these GTC);
  - ii. The Customer gives DEKRA recurrently (more than twice) inappropriate or faulty instructions regarding the performance of the Contract and fails to correct such instructions.

Upon termination of the Contract according to this Article 8.2, DEKRA may claim (i) the price of the Services and Goods provided to the Customer prior to termination and (ii) the compensation of direct, reasonable and justified costs incurred in connection with performance of the Contract until the day of termination.

- 8.3. Each party may terminate the Contract with immediate effect upon a material breach of the other party's obligations regarding the processing of personal data of individuals (Article 6 of these GTC) or if the bankruptcy, liquidation, or reorganization of the other party has been declared.
- 8.4. Termination of this Contract shall not affect the rights and obligations of parties set forth in or arising out of this Contract prior to the termination thereof, in particular, the rights of parties to seek compensation for damage caused by the breach of the Contract, contractual penalties claims, and obligations set forth in Article 5 and 6 of these GTC.

## 9. Conditions of Consumer Contracts

- 9.1. Provisions set out in this Article 9 shall apply only to Contracts concluded with Consumers. The term Consumer shall be interpreted in compliance with applicable Czech and European Union legislation. Provisions set out in this Article 9 include information required by section 1811 and section 1820 of the act no. 89/2012 coll., the Czech Civil Code.
- 9.2. DEKRA may require the Consumer to pay an advanced payment up to 100 % of the stipulated price; DEKRA may withhold the provision of Services or delivery of Goods until the advanced payment has been made.
- 9.3. The rights of the Consumer arising from the defective performance are governed by applicable legislation, particularly by the provisions of sections 1914, 1915, 1916, 1921 and 1925 of the Czech Civil Code. The Consumer shall notify DEKRA of any defects or non-compliances of the performance by a complaint. Following the Consumer's complaint, DEKRA shall provide the Consumer with a written receipt of his claim, including the substance of the claim and a record of which resolution method the Consumer prefers. DEKRA will notify the Consumer about the date and manner of resolving the claim or a written justification for the rejection of the claim.
- 9.4. In case of distance or off-premises Contracts, The Consumer shall have a period of 14 days to withdraw from such Contract without giving any reason. The Consumer shall have exercised his right of withdrawal within the withdrawal period if the communication concerning the exercise of the right of withdrawal is sent by the Consumer before that period has expired.
- 9.5. The Consumer may exercise his right of withdrawal by submitting the following model form by post or by e-mail:

<i>Notice of withdrawal:</i>
To: <u>DEKRA CZ a.s., Türkova 1001/9, 149 00 Praha 4 (address for postal services)/ <a href="mailto:info.cz@dekra.com">info.cz@dekra.com</a> (address for electronic communications)</u> I hereby give notice that I withdraw from the contract of sale/ provision of the following goods/ services (*), ordered on (*)/received on (*). Name and Address of consumer, Date and Signature of consumer

- 9.6. Where the Consumer wants the performance of Services to begin during the withdrawal period provided for in Article 9.4 of these GTC, he's obliged to make an express request thereof. If the consumer exercises the right of withdrawal after having made a request in accordance with the previous sentence, the Consumer shall be liable to pay DEKRA an amount which is in proportion to what has been provided until the time the Consumer has informed DEKRA of the exercise of the right of withdrawal, in comparison with the full price of agreed Services. The Consumer loses his right of withdrawal after the Service has been fully performed if the performance has begun with the Consumer's prior express consent. DEKRA is entitled to set off any claims against the advanced payment made by the Consumer.
- 9.7. In case of any dispute arising out of the Contract, the Consumer may initiate alternative dispute resolution (ADR) proceedings before the Czech Trade Inspection Authority, Štěpánská 15, 120 00 Praha 2, email: [adr@coi.cz](mailto:adr@coi.cz), web: <https://www.coi.cz/en/information-about-adr/> or use an Online Dispute Resolution (ODR) platform established by European Commission, available on the following website: <http://ec.europa.eu/consumers/odr/>.

## 10. Final provisions

- 10.1. Modifications of the Contract shall not be binding upon parties, unless made in writing and signed by both parties. Any notice regarding the performance of the Contract must be given in writing by registered mail. Parties may communicate by e-mail in relation to matters which do not materially affect the subject-matter of the Contract. Registered letter shall be deemed to be received within 7 days after its dispatch at the address of registered seat of the party. E-mail shall be deemed to be received the day following the day of its sending to the e-mail address of the party set out in the Contract.
- 10.2. In case of any discrepancy between the documents forming part of the Contract, the following order of priority shall apply: (i) the signed contract, purchase order, offer or other signed document describing the subject-matter of the performance, (ii) these GTC, (iii) if applicable, purchase order placed by the Customer under the framework Contract, (iv) any other documents forming part of the Contract.
- 10.3. The Contract constitutes the entire agreement between the parties and replaces any prior agreement between them with regard to its subject. Application to the Contract of (i) any existing or potential trade practises or (ii) the United Nations Convention on contracts for the international sale of goods signed in Vienna in 1980 is expressly excluded.
- 10.4. Customer may neither assign, nor transfer the Contract, nor any parts thereof (including any monetary receivables from DEKRA) without prior written approval of DEKRA.
- 10.5. The invalidity or unenforceability of any term of the Contract will not adversely affect the validity or enforceability of the remaining terms. The Contract will be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.
- 10.6. Failure to enforce or exercise any term of the Contract does not constitute a waiver of such term and does not affect the right later to enforce such or any other term therein contained.
- 10.7. The Contract shall be governed by and construed in accordance with Czech law. All disputes arising out of, connected with or resulting from the Contract must be brought and heard before Czech national courts, where the local jurisdiction shall be determined by reference to the place of registered seat of DEKRA.