

## General Terms and Conditions for the provision of Services and delivery of Goods

effective as of 26<sup>st</sup> September 2022

### 1. Scope and Definitions

- 1.1. These General Terms and Conditions (hereinafter referred to as “**GTC**”) apply to all contracts entered into by and between 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 the “**Customer**”). The contract concluded between DEKRA and the Customer is governed by (i) signed contract, purchase order, offer or quotation describing the subject-matter of the performance, (ii) GTC and (iii) other documents referred to in the signed contract (all documents forming part of the Contract hereinafter collectively referred to as the “**Contract**”).
- 1.2. The Contract is concluded: (i) upon signature by both parties, or (ii) once the Customer has confirmed the offer/ quote for 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 commences performance of the Contract with the consent of the Customer. The catalogue of Goods or Services published on the DEKRA website is merely informative and shall not constitute binding offer of such Goods or Services. The Contract is concluded exclusively pursuant to these GTC; terms or conditions delivered with or contained in Customer’s orders, quotations, acknowledgements, acceptances, specifications or similar documents shall not form part of the Contract and the Customer waives any right it may 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, testing, homologation, expert services, material or industrial inspections, audits, trainings, vehicle assistance services, metrology services etc.
- 1.4. “**Goods**” means any product or software delivered to the Customer by DEKRA under the Contract.
- 1.5. “**Performance**” means performance of Services or delivery of Goods to the Customer under the Contract.
- 1.6. 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.
- 1.7. “**Result**” means any document or other tangible or intangible outcome of Performance, including, but not limited to, certificate, inspection report, expert report etc. Result forms part of Performance and shall not be considered as Goods unless agreed otherwise.

### 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 independent authority, especially accredited Services such as certification, testing and inspections, laboratory services etc., DEKRA will provide such Services in accordance with accreditation requirements, technical norms, directives and standards binding for Performance of such Services.
- 2.2. Insofar as the Customer is contractually entitled to give DEKRA binding instructions regarding the Performance, such instructions must not violate the provisions of applicable law, technical specifications, applicable quality and industry standards or rights of third parties. DEKRA shall not be liable for faulty or incomplete instructions of the Customer.
- 2.3. Unless agreed otherwise in the Contract, DEKRA will deliver Goods or provide Services at its business premises in Czech Republic.
- 2.4. If the time of Performance is not agreed in the Contract, DEKRA will deliver Goods or provide Services within a reasonable time following the receipt of the request for Performance by the Customer; DEKRA will commence Performance of the Contract within 7 days following the receipt of the request for Performance by the Customer. Where a framework Contract has been concluded between parties, obliging DEKRA to provide Performance based on purchase orders of the Customer, such purchase orders shall not be binding unless accepted by DEKRA in writing.
- 2.5. If the Customer or any other person for whom the services are provided under the Contract fails to appear at the agreed time for the provision of Services, or if the Customer fails or otherwise prevents the provision of Services, DEKRA shall be entitled to payment of a cancellation fee in the amount of the price of the Performance. The payment of the cancellation fee shall be without prejudice to DEKRA's claims against the Customer for compensation for damages or payment of penalties under the Contract or these GTC.

- 2.6. Customer shall provide DEKRA, upon its request, with necessary assistance for Performance of the Contract, including, but not limited to:
- i. The Customer is obliged to accept the Performance at the agreed time;
  - ii. The Customer shall provide DEKRA with information and documentation that is necessary for 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 products, equipment and machinery covered by Performance of Services and ensure that such products, equipment and machinery are eligible for proper Performance of Services;
  - iv. The Customer shall, where applicable, provide DEKRA with 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 agreed place of Performance. The Customer shall be fully liable for 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 provide to designated members of DEKRA staff training on applicable health and safety rules and internal rules.
  - vi. Where the Performance is not provided in the premises of DEKRA, ensure that a person is appointed to coordinate the implementation of measures and procedures to protect the safety and health of employees within the meaning of Section 101(3) of the Labour Code and provide DEKRA with the contact details of this person
  - vii. Where the Performance is not provided in the premises of DEKRA, the Customer shall, to the extent necessary, ensure supplies of electric energy, lightning and other services necessary for Performance of the Contract;
  - viii. The Customer shall, upon request, appoint a staff member responsible for communication with DEKRA and directing the operations necessary for Performance of the Contract.
- DEKRA is not obliged to deliver Goods or provide Services and shall not be in default if the Customer or the person to whom the Performance is provided breaches the duty to provide cooperation.
- 2.7. DEKRA is entitled to use subcontractors without limitation. DEKRA remains solely liable for Performance of the Contract by its subcontractors.
- 2.8. Unless agreed otherwise in the Contract, the Customer is obliged to accept and take over the Performance provided by DEKRA upon request for acceptance. In case of refusal of acceptance of the Performance, the Customer must state the reasons therefor in writing in the acceptance protocol. 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 Performance. DEKRA will remedy any defects or non-compliances of the Performance within a period agreed with the Customer in writing or within a reasonable period. If the Customer unjustifiably refuses to accept the Performance within the specified deadline, the Performance shall be deemed to have been accepted and taken over by the Customer at the expiry of the deadline for acceptance.
- 2.9. The Services without Result 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 Result (such as certificate, inspection report, expert report etc.) shall be deemed to be accepted by the time of acceptance of the Result.
- 2.10. In case of 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 the Customer neither positive nor any specific result of Performance. Repeated Performance rendered by DEKRA upon a request of the Customer after obtaining a negative result of the initial Performance is charged extra.

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

- 3.1. The price of Performance is agreed by the Contract or is stated 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. Value added tax shall be always added to the price of Performance in the amount specified by law.
- 3.2. Unless otherwise specified in the Contract, DEKRA is entitled, in addition to the payment of the price of Performance, to reimbursement of expenses reasonably incurred in connection with the provision of the Performance, in particular the costs of fuel or travel from DEKRA's premises to the place of Performance and back, the cost of meals, accommodation, consumption of materials, delivery of goods, etc.
- 3.3. The price, reimbursement of expenses and any other payments (including cancellation fees) shall be paid on the basis of an invoice (paper or electronic) issued by DEKRA and payable 30 days from the date of issue. The right to invoice shall arise at the latest upon acceptance of the Performance, in the case of cancellation fees at the latest upon the expiry of the deadline for Performance. In the case of long-term or recurring Performance, invoicing will take place on a monthly

basis for the Performance (even partial) provided in the given month. Payments shall be always transferred to the bank accounts of the parties specified in the Contract or listed in the registry of VAT payers.

- 3.4. If the contract is concluded for a period longer than one year, DEKRA has the right to unilaterally increase the prices of performance annually by the average annual inflation rate expressed by the increase in the average annual consumer price index of the last calendar year announced by the Czech Statistical Office or other competent public authority. DEKRA shall notify the Customer of such unilateral price increase in writing (electronic notification is sufficient) within 3 months of the announcement of the average annual inflation rate by the competent public authority. The price increase shall be effective from the time of delivery of the notice of the price increase (and therefore for all performance provided after the time of delivery of the notice).

#### **4. Warranty, Liability, Force Majeure**

- 4.1. Any defects of Performance must be notified by the Customer to DEKRA in writing immediately after the Customer has had the opportunity to discover such defects with reasonable diligence, but no later than 6 months after acceptance of Performance, otherwise all claims of the Customer arising from defects shall be extinguished. In the event of defective Performance, the Customer shall be entitled, at the sole discretion of DEKRA, to (i) the removal of the defect, or (ii) the provision of new Performance without defects, or (iii) a reasonable discount of the price of the defective Performance. DEKRA will remedy the defects or non-compliances within a reasonable period following the notification of the defect by the Customer having regard to the originally agreed deadlines for Performance; a period of less than 7 days shall be deemed unreasonable.
- 4.2. DEKRA shall not, in any event, be liable for defects or non-compliances of the Performance caused by (i) the breach of Customer's duties or by (ii) incorrect or incomplete information, faulty instructions or unfit or defective equipment provided by the Customer for the purposes of the Performance.
- 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 100.000,- EUR. The limitation of liability shall not apply where the liability cannot be limited or excluded under the general law.
- 4.4. DEKRA shall not, in any event, be liable for damage caused to the tested products, materials, packaging or samples where such damage forms an inherent part of the rendered Services (e.g. destructive testing, homologation, etc.).
- 4.5. Neither Party shall be liable for breach of any obligation under the Contract if it is prevented from performing the obligation by an unexpected and unforeseeable obstacle which has arisen independently of the will of the Obligated Party, provided that the Obligated Party could not reasonably have been expected to avert or overcome the obstacle or its consequences (hereinafter referred to as "**Force Majeure**"); this shall not apply if the Force Majeure circumstance occurred at a time when the Obligated Party was already in default. Under the terms of this provision, Force Majeure shall also exclude the right of the parties to claim contractual penalties. Market developments, disruptions on the part of suppliers or Customers or other circumstances falling within the scope of ordinary business risk shall not be considered Force Majeure under this provision. However, epidemics and anti-epidemiological measures of the State authorities shall also be regarded as Force Majeure.

#### **5. Intellectual property rights and Confidentiality**

- 5.1. The Customer is entitled to use the Result of Performance (in particular a certificate, report, attestation, appraisal, etc.) only in accordance with the terms and conditions set out in the Contract, manifested directly on the Result, resulting from the relevant legal regulations and other applicable standards and in accordance with the purpose for which the Result was created or issued, and always only in a transparent and non-misleading manner. In case the Result is an object of intellectual or industrial property rights, the Customer shall be granted a non-exclusive licence to use such Result for its own purposes without the right to sub-license, unless otherwise specifically provided for in the Contract. If the Customer violates any conditions of use of the Result, DEKRA shall have the right to prohibit the Customer from its use (including revocation of any licenses) and to withdraw the relevant certification. DEKRA's rights to intellectual or industrial property originated prior to the conclusion of the Contract shall not be affected and the Customer shall not acquire any rights to existing intellectual or industrial property.
- 5.2. The parties undertake to maintain confidentiality in relation to all confidential information that had been or will have been made available to them before the commencement of the business cooperation, for the duration of the business cooperation and for a period of 5 years following the termination of the business cooperation. The Confidential information of the parties shall include, but is not limited to:
- i. trade secrets and information relating thereto;
  - ii. information on operations, production or working methods or technical procedures;
  - iii. all corporate documents, by-laws, directives and other documents;
  - iv. information about internal systems, computer networks, IT security;

- v. information concerning intellectual or industrial property;
  - vi. Information about Customers and business partners;
  - vii. Information about employees;
  - viii. any personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council;
  - ix. any information relating to the mutual cooperation, in particular the actual fact of the existing business cooperation, information on its scope, specifications and prices;
  - x. all communications and correspondence between the parties;
  - xi. any other information that comes to attention of any party in connection with the business cooperation, if the disclosure of such information is likely to cause the other party damage or to favour others in competition to the detriment of the other party.
- 5.3. The following shall not be considered confidential information:
- i. information that is publicly known or has been previously disclosed other than by breach of a contractual or statutory duty of confidentiality by any person or entity;
  - ii. information which the parties prove they have already reasonably possessed before the date of signing of the Contract, provided that the disclosure of such information has not been or will not be a breach of any contractual or statutory duty of confidentiality owed to any party;
  - iii. information that has been or will be specifically designated as non-confidential by the party to which it belongs;
  - iv. information the disclosure of which is required by law or by decision of a public authority.
- 5.4. In particular, the parties undertake to deal with Confidential Information in a confidential and fair manner, in accordance with the purpose of the Contract and the business cooperation, so as to ensure that the rights and interests of the parties are protected and safeguarded when dealing therewith.
- 5.5. The Customer shall not be entitled to use DEKRA's name, logo or trademarks without prior written consent of DEKRA, nor shall it refer to the mutual cooperation with DEKRA. DEKRA is entitled to use audio-visual material taken during the provision of the Performance in an anonymised manner for advertising, training and presentation purposes.
- 5.6. DEKRA is entitled to send the Customer commercial communications and offers of its products and services for a period of ten years from the termination of the Contract.

## **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 on Customer's behalf, 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 data protection agreement 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 determined by the Contract.
- 6.4. The processor processes personal data for the duration of the Contract and for a maximum of 3 years after its termination. The processor shall also process personal data for the period required by law.
- 6.5. Unless the Contract provides otherwise, the processor does not process special categories of personal data in accordance with Article 9 of the GDPR. The processor processes personal data manually or by automated means; unless the Contract provides otherwise, there is no profiling and automated decision-making pursuant to Article 22 GDPR.
- 6.6. The Processor undertakes to take all technical and organisational measures to ensure the protection of personal data in the manner specified in the legal regulations to exclude the possibility of unauthorised or accidental access to, alteration, destruction or loss of personal data, unauthorised transfers, other unauthorised processing or other misuse of personal data. This obligation shall continue to apply even after the processing of personal data has ceased.
- 6.7. The processor is obliged to implement the following organizational and technical measures:
- a. in the case of processing of personal data through its own employees, the processor shall delegate this activity only to its selected employees, who shall be instructed on their obligations to maintain confidentiality with regard to personal data and on other obligations that they are obliged to observe in order to avoid violation of the GDPR or this Article 6 of these GTC;
  - b. use appropriate technical equipment and software in a manner that excludes unauthorised or accidental access to personal data by persons other than authorised employees of the processor;
  - c. store personal data in appropriately secured premises and rooms;

- d. store the personal data in electronic form on secure servers or data carriers which can only be accessed by authorised persons on the basis of access codes or passwords, and back up the personal data regularly;
  - e. ensure the remote transmission of personal data, either only through a network not accessible to the public or through secure transmission over public networks;
  - f. keep written documents containing personal data in a secure location and keep proper records of the movement of such written documents;
  - g. ensure pseudonymisation or encryption of personal data, where such measure is appropriate and necessary to reduce the risks arising from the processing of personal data;
  - h. ensure the confidentiality, integrity, availability and resilience of processing systems and services at all times;
  - i. ensure, through appropriate technical means, the ability to restore the availability of and access to personal data in a timely manner in the event of physical or technical incidents;
  - j. ensure regular testing to assess and evaluate the effectiveness of the technical and organisational measures in place to ensure the security of processing; and
  - k. upon termination of the processing of personal data, the processor shall, as agreed with the controller, ensure the secure physical destruction of the personal data or transfer the personal data to the controller.
- 6.8. The processor is obliged to follow the documented instructions of the controller when processing personal data. The Processor shall immediately notify the Controller in writing (by email) of an inspection carried out by the supervisory authority - the Office for Personal Data Protection in connection with the contract.
- 6.9. The Processor is obliged to inform the Controller in writing (by email) of any case of loss or leakage of Personal Data, unauthorised manipulation of Personal Data or any other breach of security of Personal Data ("**Personal Data Breach**") without undue delay, at the latest within 24 hours of the occurrence of the Personal Data Breach or even the mere threat thereof, if the Processor could have known about the Personal Data Breach or even the threat of the Personal Data Breach by exercising all professional care. If the processor could not have become aware of the actual or threatened Personal Data Breach before the expiry of the period referred to in the preceding sentence of this Article, the processor shall inform the controller no later than 24 hours after the processor became aware of the Personal Data Breach or threat thereof. The processor shall, even after the information has been provided, be obliged to assist the controller to the maximum extent possible in dealing with the personal data breach or in taking measures to mitigate possible adverse effects and prevent similar situations from occurring in the future. In the event of a personal data breach, the processor shall take all necessary measures to ensure the protection of personal data as soon as possible and shall subsequently comply with the controller's instructions, if communicated to it.
- 6.10. The processor is entitled to process personal data only in the premises intended for the Performance of its business activities (registered office, business premises, branches), the addresses of which it is obliged to mark accurately at the request of the controller.
- 6.11. The processor is entitled to entrust another processor with the processing of personal data only with the prior written consent of the controller, always ensuring that such other processor will process personal data under the terms of this Article 6 of the GTC and in accordance with the GDPR.
- 6.12. The processing of personal data shall take place exclusively in the territory of a Member State of the European Union or in another Member State of the European Economic Area.
- 6.13. The Processor shall promptly provide the Controller with all necessary assistance to comply with the Controller's obligations to respond to requests from Data Subjects, as well as in ensuring compliance with the Controller's obligations to safeguard personal data, taking into account the nature of the processing and the information available to the Processor, in particular, the Processor shall provide, within 24 hours upon request by the Controller, all information and supporting documentation to enable the Controller to provide information to Data Subjects, administrative authorities or third party beneficiaries.
- 6.14. The processor shall observe the obligation of confidentiality in relation to the personal data processed by it and shall ensure that the same obligation of confidentiality is observed by all persons involved in the processing of personal data. Upon termination of this Agreement, the Processor shall promptly destroy or return to the Controller all personal data of the Controller's Customers.
- 6.15. The Processor shall provide the Controller without delay (no later than 10 days from the date of receipt of the request) with all information necessary to demonstrate that its obligations under the GDPR and this Article 6 of these GTC have been complied with, and shall facilitate and contribute to audits and inspections carried out by the Controller or by an auditor commissioned by the Controller, or audits (inspections) by the Office for Personal Data Protection or other government authorities (e.g. labour inspectorates).
- 6.16. The Processor shall not be entitled to any remuneration or reimbursement of costs for the Performance of its obligations under this Article 6 of the GTC.

## **7. Penalties**

- 7.1. In the event of Customer's default in payment of the price or any other amount under the Contract, DEKRA shall be entitled to payment of default interest at the rate of 0,1 % of the amount due per each day of default. The minimum amount of the default interest according to the previous sentence is 10 EUR per day. If the Customer's default exceeds 30 days, DEKRA shall also be entitled to a contractual penalty of 10 % of such defaulted amount for each commenced 3 months of default.
- 7.2. In the event of DEKRA's default in providing the Performance, the Customer shall be entitled to payment of a contractual penalty of 0.1 % of the price of the Performance per each day of default.
- 7.3. In the event of a breach of the Customer's obligation to provide cooperation necessary for the Performance of the Contract or in the event of the Customer's default in the payment of any amount under the Contract or in the event of faulty instruction for the Performance of the Contract, if the Customer is entitled to give such an instruction, DEKRA shall have the right to withhold Performance of the Contract until all of the Customer's obligations have been duly fulfilled or until the improper instruction is corrected.
- 7.4. If the Customer fails to provide DEKRA cooperation or breaches other obligations under the Contract or these GTC, DEKRA shall be entitled to payment of a compensation for increased Performance costs in the amount of CZK 5,000 per each case of breach. In the event that the breach of the Customer's obligation results in the failure to perform the Contract within the agreed deadline, the cancellation fee according to Article 2.5 of these GTC shall apply.
- 7.5. For each case of breach of any of the obligations referred to in Article 5, Article 6, Article 10 or Article 11.7 of these GTC, the party that has not breached the Contract shall be entitled to a contractual penalty of 2 000 EUR.
- 7.6. Contractual penalties and interests shall be payable within 10 days upon a written notice delivered by the entitled party to the obliged party. Payment of the contractual penalties shall not extinguish the claims of the contracting parties for damages; the provisions of Section 2050 of the Civil Code shall not apply.
- 7.7. If the Customer has the right to claim statutory or contractual penalties in connection with DEKRA's breach of Contract, the maximum amount of the penalties shall be limited by the amount of the price of Performance.

## **8. Termination**

- 8.1. Unless otherwise provided in the Contract or these GTC, the fixed-term Contract cannot be terminated prematurely. The Customer is entitled to cancel the fixed-term Contract in accordance with the provisions of Section 1992 of the Civil Code at the latest seven days before the agreed Performance date by paying a termination fee of 70 % of the price if Performance; if the Performance provided under the Contract is repeated or long-term, the Contract may only be cancelled with future effects in respect of the part of the Performance not yet fulfilled.
- 8.2. Unless otherwise provided in the Contract, the Contract concluded for an indefinite term may be terminated by giving three months' notice, starting on the first day of the calendar month following receipt of the notice.
- 8.3. DEKRA is entitled to terminate the Contract with immediate effect or withdraw from the Contract if:
  - i. the Customer materially breaches the Contract, in particular by long-term (more than 30 days) or repeated (more than twice) failure to provide necessary cooperation or default in any payment under the Contract;
  - ii. the Customer repeatedly (more than twice) gives DEKRA improper instructions regarding the Performance and insists on such instructions;
  - iii. the Customer breaches the provisions of Article 5 or 10 of these GTC; or
  - iv. the Performance of the obligations under the Contract would or could give rise to a violation of legal regulations and/or international export control conventions, in particular regulations and conventions governing the export control of dual-use goods and technologies.

Upon termination of the Contract according to this Article 8.3, DEKRA may claim (i) the price of the Performance 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.

- 8.4. Either party is entitled to terminate the Contract with immediate effect or withdraw from the Contract if the other party is in serious breach of the obligations of the processor of personal data set out in Article 6 of these GTC or if the other party enters into liquidation, files for insolvency or has been declared bankrupt.
- 8.5. 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, DEKRA's claims for reimbursement of the price and related costs of the Performance already provided.

## **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. If the Contract is concluded at a distance, by electronic means or outside business premises of DEKRA, the consumer shall receive the final text of the Contract or the confirmation of the concluded Contract only electronically. The Contract may only be concluded in the Czech language, unless otherwise stated in the Contract.
- 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/ hers 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. If the Contract is concluded at a distance or outside the business premises of DEKRA, the consumer shall have a period of 14 days from the conclusion of the Contract or from the date specified in Section 1829(2) of the Civil Code 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 form by post or by e-mail:

<p><i>Notice of withdrawal:</i></p> <p>To: <i>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)</i></p> <p><i>I hereby give notice that I withdraw from the Contract of sale/ provision of the following goods/ services (*), ordered on (*)/received on (*).</i></p> <p><i>Name and Address of consumer,</i></p> <p><i>Date and Signature of consumer</i></p>
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- 9.6. If the consumer withdraws from the contract, he/she shall bear the entire cost of returning the goods to DEKRA. If the consumer withdraws from the Contract, the subject of which is the provision of Services, and DEKRA has begun Performance at the consumer's express request before the expiry of the withdrawal period, the consumer shall pay DEKRA the proportionate part of the agreed price for the services provided up to the time of the effective date of withdrawal. The consumer has no right of withdrawal:
- for the provision of Services, if the services have been provided in full with the prior consent of the consumer before the expiry of the withdrawal period;
  - the supply of goods made to the consumer's specifications or adapted to the consumer's needs;
  - urgent repair or maintenance carried out at a place designated by the consumer at the consumer's express request;
  - for accommodation, the carriage of goods, the hiring of a means of transport or the use of leisure time, where Performance is to be performed under the Contract on a specific date or within a specific period;
  - the supply of digital content which has not been supplied on a tangible medium, if it has been supplied with the consumer's consent before the expiry of the withdrawal period.
- If the term for the provision of the service or the delivery of the software has been agreed in the Contract in such a way that this term falls within the consumer's statutory withdrawal period pursuant to Section 1829 of the Civil Code, the consumer shall be deemed to have given DEKRA express consent to commence Performance of the Contract before the expiry of the withdrawal period.
- 9.7. DEKRA may require the consumer to pay an advance payment up to 100% of the price of the Performance before or during the Performance. In the event that the consumer has paid DEKRA the price of the Performance or the advance payment prior to the Performance and the consumer withdraws from the Contract, DEKRA shall be entitled to set off the claim for reimbursement of the price paid or the advance payment against the claim for reimbursement of the cost of the Performance or part thereof.
- 9.8. 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. Compliance

- 10.1. The Parties undertake to comply with DEKRA's Code of Conduct, available at <https://dekra.cz/compliance>.

- 10.2. The Parties declare that:
- i. they have not participated and are not participating in the commission of criminal activities within the meaning of Act No. 418/2011 Coll., on Criminal Liability of Legal Persons and Proceedings Against Them, as amended,
  - ii. have put in place appropriate inspection and other similar measures over the activities of their employees and other representatives,
  - iii. have taken the necessary measures to prevent or avert the possible consequences of the criminal offence committed,
  - iv. have done all that can reasonably be required of them in terms of preventing criminal liability of legal persons, in particular by adopting a code of ethics and the principles of the Compliance Programme.
- 10.3. Both Parties undertake that they will not give, offer or promise a bribe to or for another in connection with the procurement of matters of general interest or give, offer or promise a bribe to or for another in connection with their own or another's business. Bribe means any undue advantage or benefit consisting of direct material enrichment or other advantage to be given to the person bribed or, with his or her consent, to another person in exchange for the provision of another undue advantage or benefit. The Parties further undertake to comply with the provisions of the Organisation for Economic Co-operation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
- 10.4. The Customer declares that it is not part of a terrorist group or involved in the financing of terrorism. The Customer declares that neither it nor any person in its senior management is on any national or international lists of persons sanctioned in connection with the fight against terrorism (e.g. here <https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=cs>).

## 11. Final provisions

- 11.1. 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 or via registered Data Box (E-Box). Parties may also 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.
- 11.2. DEKRA shall be entitled to unilaterally amend these GTC to the extent appropriate. If DEKRA makes use of the authorisation under the preceding sentence, it shall deliver the new version of the GTC to the Customer in paper or electronic form and set a time limit within which the Customer is entitled to refuse the amendment of the GTC, which shall not be shorter than 14 days. If the Client fails to express its refusal within the time limit referred to in the preceding sentence, the new version of the GTC shall become part of the Contract effective as of the date specified in the new version of the GTC; if the Customer refuses to accept the amendment of the GTC within the time limit specified, the Contract shall remain in force in its original version.
- 11.3. 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.
- 11.4. 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.
- 11.5. Customer may neither assign, nor transfer the Contract, nor any parts thereof (including any monetary receivables from DEKRA) without prior written approval of DEKRA.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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.