

**GENERAL PURCHASE CONDITIONS FOR THE
PERFORMANCE OF ACTIVITIES**

OF

**DEKRA CLAIMS AND EXPERTISE BV
DEKRA CLAIMS SERVICES NETHERLANDS BV
AND AFFILIATED COMPANIES**

Article 1 Definitions

In these General Conditions the following terms, marked by a capital letter, have the meaning as defined below, unless expressly stated otherwise:

<i>Client:</i>	DEKRA Claims and Expertise BV, established in Alkmaar, as well as its affiliated legal entities, including but not limited to DEKRA Claims Services Netherlands BV;
<i>Contractor:</i>	any legal entity or person who has concluded a Contract with the Client or wishes to do so, as well as the relevant legal successor;
<i>Order:</i>	any order placed with the Contractor in writing or orally, regarding the performance of services;
<i>Contract:</i>	the contract between the Client and the Contractor regarding the performance of services;
<i>Party/Parties:</i>	the Client and the Contractor individually or jointly respectively.
<i>Conditions:</i>	these General Purchase Conditions.

Article 2 Applicability

1. These Conditions apply to all enquiries, Orders and (additional) Contracts in which the Client acts as the client and purchaser of services and/or associated products, insofar as the Parties have not expressly derogated from these Conditions in writing.
2. The applicability of general conditions of the Contractor, under whatever name, is hereby expressly rejected. By the mere fact of concluding a Contract, the Contractor waives any general conditions in place on its part, as a consequence of which all Contracts are subject to these Conditions only.
3. Any derogations from these Conditions will be binding on the Client only if and insofar as they have been confirmed by the Client in writing.
4. If the Conditions and a Contract contain mutually exclusive clauses, the Conditions will prevail.
5. If one or more of the provisions in these Conditions are invalid, in breach of the law or non-enforceable for other reasons, such will not affect the validity of the other provisions. The parties will negotiate in consultation about a new provision in replacement of the invalid or non-enforceable provision, which will reflect the purport of the invalid or non-enforceable provision as much as possible.

Article 3 Offers and formation of a Contract

1. An enquiry by the Client is followed by an offer or proposal by the Contractor. If an Order is placed following an offer or proposal made by the Contractor, the Contract is concluded the moment when the Order is sent by the Client.
2. If an Order is placed by the Client without a prior offer or proposal from the Contractor, the Contract is concluded as a consequence of the Contractor performing the Order in accordance with that Order. In that case, the Contract is concluded the moment when the performance of the Order commences.
3. Any additional agreements or changes made at a later stage, as well as any oral or written agreements and/or promises made by the Client's staff or made by sellers, agents, representatives or other intermediaries, will be binding on the Client only if and insofar as they have been confirmed in writing by persons authorised to that effect by the Client.
4. Any change in the Order, including an increase or decrease of the activities, becomes effective the moment when the Client dispatches the change, unless the Contractor objects to the change in writing and giving proper reasons, within eight (8) days of its dispatch.
5. If any drawings, models, specifications, instructions, inspection regulations and suchlike, made available or approved by the Client, are used during the performance of the Contract, they will form part of the Contract.
6. The Contractor may not outsource its obligations under a Contract to third parties without written permission from the Client.

Article 4 Prices

The price agreed between the Contractor and the Client, as stated in the Contract, is fixed and as such cannot be subject to review, is in euro and is exclusive of VAT. The price can be changed only after written permission from the Client.

Article 5 Payment

1. Unless otherwise agreed in writing, payment will take place within thirty (30) days of receipt of the invoice, provided that the Client has received and approved the agreed services and - where applicable - has received all associated documentation, drawings and quality and guarantee certificates.
2. The Client is entitled at all times to require what it deems to be adequate security that the Contractor will comply with any remaining obligations before payment takes place. Any refusal by the Contractor to provide the required security will give the Client the right to terminate the Contract without being obliged to pay any compensation to the Contractor, without prejudice to the Client's right to full compensation.
3. Payment by the Client does not in any way imply the relinquishment of any right.

Article 6 Delivery times

1. The delivery of services by the Contractor takes place at the agreed place, promptly at the agreed time and within the agreed term. The delivery times stated by the Contractor are to be regarded as strict deadlines, unless it has been expressly agreed in writing that the delivery time is not a strict deadline.
2. As soon as the Contractor is aware or should be aware that the delivery will not take place, or will not take place on time or properly, but before the delivery term expires, it will notify the Client thereof forthwith, stating the circumstances that form the reason for such non-compliance. If the Client considers the failure to meet the deadline thus announced unacceptable, it can terminate the relevant Contract without court intervention, by means of a written statement, without being obliged to pay any compensation to the Contractor.

Article 7 Guarantee

1. The Contractor guarantees that it 1. complies with the Contract; 2. complies with the applicable legislation and regulations, including but not limited to the GDPR, and 3. that the services performed are of a good quality.
2. If the Contractor fails to comply with its guarantee obligations from this article within a reasonable term set by the Client, the Client will be entitled to ask a third party to perform the services, such as at the Contractor's expense.

Article 8 Liability

1. The Contractor must compensate and indemnify the Client with regard to any claim from the Client or a third party concerning the delivery of the services. Such claims include in any case, but are not limited to, claims for any damage and costs on the basis of an attributable failure, an unlawful act and claims on the basis of the fact that the services do not comply with the legislation and regulations in force. The Contractor is liable for the payment of any damage, loss, costs and charges, etc., suffered by the Client with regard to such a claim, such including but not limited to lawyers' fees and all other legal fees and costs.
2. The Client is not liable for any damage, resulting from whatever cause, unless any wilful misconduct or gross negligence is concerned. This also concerns any damage as a consequence of liability towards third parties. Furthermore, any liability for damage caused by non-supervising staff of the Client or any third parties it has engaged, indirect damage, consequential damage, immaterial damage, a trading loss or environmental damage, including any lost turnover and profit, any loss suffered, the loss of a market share, a stagnation in production, the loss of any investments made, the loss of any acquired goodwill, reputational damage, etc., are expressly excluded.
3. If and insofar as any liability towards the Contractor nevertheless rests with the Client, for whatever reason, this liability will be limited to the amount that is paid out to DEKRA by its insurer

in this respect, but it will never exceed a maximum amount of € 125,000 (in words: one hundred and twenty-five thousand euros) per incident and a maximum of € 500,000 (in words: five hundred thousand euros) per calendar year.

Section 9 Confidentiality

1. The Contractor guarantees that, within the context of the Contract, it will observe confidentiality towards third parties, in terms of all company information and other information and data originating from the Client that has come or has been brought to its attention in any manner. Within the context of the Contract, the Contractor will take every possible precaution to protect the Client's interests.
2. The Contractor may not, without prior written permission from the Client, publicise the performance of the Contract in any manner or, in relation to this, maintain direct or indirect contact with the Client's customers.
3. In the event of a breach of the obligations arising from this article, the Contractor will forfeit to the Client a penalty due and payable immediately of € 25,000 (twenty-five thousand euros), as well as a penalty due and payable immediately of € 5,000 (five thousand euros) for each day or part of a day that the breach continues, without prejudice to the other claims to which the Client is entitled, including the right to full compensation.

Article 10 Industrial and intellectual property

1. All rights of intellectual and industrial property with regard to all that has been made available to the Contractor under a Contract, such as drawings, materials, matrices and other movable items, are vested exclusively in the Client. The Contractor will only be granted the non-transferable right to use, for the duration of a Contract, what has been made available to it within the context of that Contract, for the purpose of the performance of the Contract(s) concluded between the Client and the Contractor.
2. Insofar as the results of activities performed by the Contractor on behalf of the Client involve intellectual and industrial property rights, such rights are vested exclusively in the Client. Any rights that have been acquired by the Contractor within the context of the Contract(s) between the Client and the Contractor are transferred to the Client by signing the Contract, which transfer is hereby accepted by the Client. Where such turns out to be necessary for formal reasons, the Contractor will cooperate immediately when requested by the Client, without imposing any further conditions, with the signing of an instrument and take any actions that turn out to be necessary to ensure that all intellectual and industrial property arising from the performance of a Contract between the Client and the Contractor will be vested in the Client.
3. The Contractor may not, without prior written permission from the Client, use the trade name, brand, models, etc. of the Client.
4. In the event that the Contractor has to use patented material of the Client in the performance of a Contract, the Client hereby grants the non-transferable right to the Contractor to use that patented material for the performance of the Contract, which right is hereby accepted by the Contractor.
5. All knowhow made available by the Client in connection with the performance of a Contract will be used by the Contractor only for the performance of that Contract. Article 9 (Confidentiality) applies in full to all knowhow made available by the Client.
6. In the event of a breach of the obligations arising from this article, the Contractor will forfeit to the Client a penalty due and payable immediately of € 25,000 (twenty-five thousand euros), as well as a penalty due and payable immediately of € 5,000 (five thousand euros) for each day or part of a day that the breach continues, without prejudice to the other claims to which the Client is entitled, including the right to full compensation.

Article 11 Transfer of rights and obligations

The Contractor may not transfer the rights and obligations it is entitled to under the Contract to third parties in full or in part, unless it has written permission from the Client to do so.

Article 12 Termination

1. If the Contractor has failed to meet any obligation towards the Client after a written notice of default by the Client, or has failed to do so in full or in good time, if it has been granted a suspension of payments or an application to that effect has been submitted, or if it is declared bankrupt or an application to that effect has been submitted or it has decided to go into liquidation, it will be legally in default and all claims by the Client will be immediately due and payable, and the statutory commercial interest rate (Section 6:119a of the Dutch Civil Code) will be due from that date or the preceding due date. The Contractor must also pay all the extrajudicial costs incurred by the Client in this respect, equalling at least 15% of the outstanding claims, such without prejudice to its claim to any legal costs.
2. In such a case, the Client is also entitled to suspend the further performance of its obligations or to terminate the current Contract and any other Contracts concluded with the Contractor in full or in part, such without prejudice to its other rights and without being obliged to pay anything to the Contractor. The aforementioned suspension does not affect the Contractor's obligations.
3. In the event of the termination or end of a Contract, the Contractor will return immediately all confidential and other information that has been made available to it by the Client for the purpose of the performance of this Contract, including both original documents and copies.

Article 13 Remaining provisions

1. The Contractor will never be authorised to set off an obligation on its part, whether or not this is due and payable, against an obligation of the Client towards the Contractor.
2. Any legal claims of the Contractor against the Client on the basis of a Contract or the law will cease to be effective after a period of two years after the commencement of the time limit according to the statutory provisions.
3. The applicable version of these Conditions is the last version that has been presented or sent.
4. The Client is authorised to make amendments to these Conditions. These amendments will enter into force on the date of their entry into force as announced, unless this concerns Contracts concluded before that date. The client will send the amended Conditions to the Client in good time. If no date of entry into force has been communicated, the amendments towards the Contractor will enter into force as soon as the amendment has been communicated or has become known, unless the relevant Contract was concluded before that date.

Article 14 Applicable law and disputes

1. The legal relationship between the parties is governed by Dutch law.
2. Any disputes arising from or relating to a Contract to which these Conditions apply or from the relevant conditions themselves and their interpretation or implementation, whether of a factual or legal nature, will be settled by the competent Court in North Holland, without prejudice to the right of the Client to submit a dispute to the Court in the district where the Contractor is established.