

**BUSINESS TERMS AND CONDITIONS
of DEKRA CZ a.s.
“Material testing and Inspection”**

I. BUSINESS TERMS AND CONDITIONS AND THE SCOPE OF PERFORMANCE

1. The present Terms and Condition apply to the contractual relationship entered into by and between the inspector – the company DEKRA CZ a.s. (hereinafter only as “DEKRA Company”) and the customer (hereinafter only as “Customer”) the subject of which is an obligation of DEKRA Company to provide the Customer according to the rules and regulations effective in the Czech Republic the agreed control, revision, inspection and other services specified in the relevant in the relevant contract (hereinafter only as “Order”).
2. The material testing and inspection services listed at <https://www.dekra.cz/industrial/> are informative only and DEKRA Company is not required to conclude a contract for these services. Section 1732 (2) of the Civil Code does not apply.
3. The contract is concluded either in paper form, or in the form of a DEKRA Company’s offer and its acceptance by the Customer or on the basis of a Customer’s order and its acceptance by DEKRA Company (hereinafter referred to as the “Contract”). If the Customer uses the DEKRA web portal and the request forms placed on it, the demand stands for an order (a proposal to conclude a Contract with these general business terms and conditions) if the specific service does not refer to other conditions or if it is not subsequently communicated by DEKRA Company different. These General Business Terms and Conditions of DEKRA Company are always an integral part of the Contract (hereinafter only as “BTC”).
4. The provision of the Contract shall prevail over the provisions of BTC. Any deviation from the BTC is permitted only by means of a provision in the Contract or by a written agreement of the parties.
5. If the subject of performance is not specified, DEKRA Company shall perform activities which it considers necessary for the completion of the contracted performance.

II. CHANGE OF PERFORMANCE

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

III. RIGHTS AND OBLIGATIONS OF DEKRA COMPANY

1. DEKRA Company shall provide services diligently and in accordance with the order and with the applicable legal and technical rules and submit reports about the services provided. DEKRA Company shall (a) take out and maintain standard insurance coverage, (b) provide materials and equipment for performance of services, unless

- otherwise agreed and (c) make sure that the employees of DEKRA Company will be qualified and complied with the instructions in the field of occupational health and safety demonstrably handed over by the Customer to DEKRA Company prior to start of supplies.
2. DEKRA Company has the right to subcontract performance of the order to subcontractors.
3. **DEKRA Company has the right to send to the Customer via email business notifications, newsletter and another offers not connected to the Contract.**
4. **Furthermore, DEKRA Company has the right to designate the cooperation with the Customer and refer to the Customer's firm and a description of what DEKRA Company performs or performs for the Customer as a reference to its business in any form even after termination of the Contract.**
5. Should the Customer fail to fulfil its obligations pursuant to paragraph IV. below or should other circumstances arise, however, not solely attributable to DEKRA Company, DEKRA Company has the right to suspend its services, until this obligation is fulfilled or until the relevant circumstances cease to exist. If such circumstances last longer than 30 days, DEKRA Company has the right to withdraw from the Contract with the effects to the future.

IV. CUSTOMER'S OBLIGATIONS

1. **Prior to the conclusion of the Contract the Customer is obliged to familiarize DEKRA Company with all conditions regarding performance, safety, and health and environment protection related to service performance.**
2. The Customer shall inform DEKRA Company in writing of all conditions which may be important for performance of the order (providing agreed services).
3. The Customer is further obliged, whenever the order requires so, especially then the performing place is not DEKRA Company's premises, at own costs and upon the request of DEKRA Company or even without such request (a) to provide the subject of the order, equipment, tools, drawings, other documents and qualified authorised personnel for the purpose of the order performance, (b) to provide cooperation and participate in the order performance, (c) to provide special equipment (e.g. for pressure test), (d) to provide free of any charge electrical energy at the work site - 400/230 V, 25A, 50 Hz and the adequate lightning, (e) to be responsible for safety (namely OHS and EP) in the Customer's premises or at another place of performance, (f) to coordinate safety measures and make sure that persons present in the premises where the services shall be provided complied with the instructions of DEKRA Company, (g) to inform employees of DEKRA Company of the applicable safety requirements, (h) to make sure that the safety installation, scaffolding, railings and lifting devices etc. complied with all legal and technical rules, (i) make sure that personal protective aids were available where required, (j) to make available for DEKRA Company for fulfilment of the order office space and sanitary facilities and (k) to make other reasonable measures and provide other requested cooperation.
4. Where the place of performance is DEKRA Company's premises, the Customer undertakes to respect all DEKRA Company's statutory and internal regulations and instructions regarding, in particular, hygiene, safety and security; In this case, DEKRA Company will coordinate safety and security measures.
5. The Customer shall not ask DEKRA Company to waive the requirements for good professional practise when performing the order.
6. The Customer acknowledges that employees of DEKRA Company employed for performance of the order are bound solely by the instructions of their employer and they work under the regulations permitted by the Czech employment regulations. For the purpose of communication at the work site and exchange of information the parties shall delegate their authorised representatives (managing employees).
7. The Customer is obliged to protect the goodwill and the company name of DEKRA Company and shall not use the logo of DEKRA Company or otherwise refer to business cooperation with DEKRA Company without a written consent of DEKRA Company.

V. PRICE FOR PERFORMANCE

1. Performance is performed according to the prices stated in the offer of DEKRA Company or the respective pricelist of DEKRA Company and includes all related costs, unless otherwise agreed.
2. The results of controls, revisions and/or inspections or other related decisions shall not affect the agreed price and the Customer's obligations to pay it.

3. DEKRA Company is a payer of a value added tax (hereinafter only as "VAT"). Therefore it will always add the statutory VAT rate to the prices stated without VAT and the Customer will pay the price increased by such VAT.

VI. PAYMENT TERMS AND CONDITIONS

1. Invoices for partial supplies performed within the given month shall be issued by DEKRA Company on a monthly basis each time as at the last day of the relevant month. Invoices are payable within thirty (30) days from the issue date of the invoice, unless otherwise stated. DEKRA Company shall send invoices to the Customer in an electronic form to the email address communicated by the Customer or as a hardcopy by regular mail.
2. Payments will be made only in cashless form to the bank accounts specified in the contract. Changes in a bank connection may be made only by a written amendment to the contract or a written notice signed by the statutory representative of the party, which shall be communicated to the other party at the latest, together with the relevant invoice.
3. In case of any delay, DEKRA Company may charge a default interest of 0.05% on any amount due for each day of such delay.
4. DEKRA Company has the right to request a guarantee, surety or advance payment before the start or any time in the course of performance. The Customer is obliged to provide it upon such request of DEKRA Company.
5. Should any amount under any contract concluded between the parties be not paid as at the due date and/or should the Customer fail to provide the requested guarantee, surety or advance payment, DEKRA Company has the right to suspend performance of the order and not to provide any further supplies, not even partial. At the same time DEKRA Company has the right to withdraw from the Contract.
6. The Customer is not entitled to offset against the claim of DEKRA Company for payment of the price of performance any of its claims, unless such claims have been acknowledged and confirmed by a final and conclusive court decision.

VII. LIABILITY FOR DAMAGE AND DEFECTS

1. **According to the agreement DEKRA Company shall be liable for damage caused to the Customer only in the extent and under the term and conditions specified hereinafter.**
2. **DEKRA Company shall be liable only for damage caused by its activities performed with gross negligence or malicious intention.** Damage means only direct damage on the Customer's property. In particular DEKRA Company is not liable for lost profit or other losses, namely non-property damage, caused to the Customer.
3. DEKRA Company shall also not be liable for any losses caused during revisions, tests or inspections of the equipment, providing they have been performed according to the applicable technical rules and standards and the manufacturer's instructions. Furthermore, DEKRA Company shall not be liable for any damage caused to the Customer, regardless of its blame, in consequence of a defect, breakdown or failure of X-ray or other technical device of the Customer or other instruments provided by the Customer to DEKRA Company for performance or in consequence of wrong instruction of the Customer or in the absence of the instruction.
4. **In case DEKRA Company is liable to the Customer for damage according to the above mentioned provisions, it shall only be liable to the aggregate amount corresponding to the price of the order, however, the total liability shall not exceed maximum CZK 5,000,000 (in words: five million Czech crowns).**
5. DEKRA Company shall not be liable for any amount in excess of the above mentioned total liability, unless it is the liability which cannot be limited pursuant to Section 2898 of the Civil Code by a contract, with neither DEKRA Company, nor the Customer being in the position of a weaker party.
6. In case DEKRA Company acts on the basis of the contract as a Customer's subcontractor and if any non-contractual claim for damages arises to the Customer's Client against DEKRA Company, the Customer shall indemnify DEKRA Company in full extent of the claimed damage, as if the Customer is liable to the Customer's Client itself, unless such damage has been caused solely by DEKRA Company as a result of its gross negligence or malicious intention.
7. **All and any Customer's claims for damages or for defects must be lodged by the Customer with DEKRA in writing no later than within one (1) month after the Customer has or should have detected such damage or defect, however, no later than within six (6) months from the completion of the order or the respective part of the order to**

which such damage or defect relates, otherwise the claims shall cease to exist.

8. The Customer shall be liable to DEKRA Company also for non-property damage, namely if it breaches the confidentiality obligation or harms the trade or commercial name of DEKRA, or carries out any activities which could harm DEKRA, even if no damage has arisen.

VIII. EARLIER TERMINATION

1. In addition to the circumstances referred to herein, the parties have the right to withdraw from the Contract with the effects to the future also if insolvency proceedings have been initiated or if the other party is subject to the compulsory liquidation.
2. The parties have also the right to withdraw from the Contract, if any party commits a material breach of the Contract and fails to remedy such breach, not even within 10 days from the notice of the breach by the other party, or if it infringes its obligations arisen out of the Contract repeatedly (3 times and more)
3. DEKRA Company has further the right to withdraw from the Contract namely if the Customer fails repeatedly to provide the requested cooperation, gives repeatedly inappropriate instructions to DEKRA Company and insists on them (e.g. requirements deviating from the Contract or the prescribed standards), is late with any payments from any contract concluded with DEKRA Company and such delay continues longer than 30 days, or if DEKRA Company's trade license is terminated pursuant to the Act No. 455/1991 Coll., the Trade Licensing Act, as amended, or if DEKRA Company forfeits other license necessary for proper performance of the Contract or DEKRA Company terminates its activities in other manner (e.g. in consequence of organisational changes).
4. If DEKRA Company waives its right to withdraw from the Contract, it has the right to suspend for the same reasons any supplies from any contracts concluded with the Customer.
5. If DEKRA Company withdraws from the Contract, it has the right to claim the price for the already completed order, the costs expended in connection with the order (e.g. fees for subcontractors, prices of materials etc.) and the lost profit.
6. If the Customer has withdrawn from the Contract due to its breach by DEKRA Company and any damage is caused to the Customer, the Customer has the right to be indemnified pursuant to subparagraph 7.
7. A notice of withdrawal must be made in writing and it enters into effect from the day of delivery thereof to the other party.
8. If a contract is concluded as framework agreement or for an indefinite period of time, both parties may terminate the contract at any time even without stating any reasons in writing with the notice period of three (3) months which starts on the first day of the month following the month in which the notice has been delivered to the other party.

IX. RESULT

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

X. FORCE MAJEURE

If the Customer, DEKRA Company or by DEKRA engaged subcontractor is prevented from fulfilment of its obligations according to the contract, due to circumstances beyond the respective party's control, which means that the fulfilment of the order shall be substantially more costly or complicated (i.e. by more than 30%) than at the time of concluding the contract, such a situation is ground for relief and as long as such obstacle, event or circumstances exist the affected party is not considered late and it shall not be liable for any damage occurred in connection with such Force Majeure event. If such obstacles, events or circumstances last longer than three (3) months, either party has the right to terminate this Contract immediately by a written notice with the effects from the day of delivery of the notice to the other party. The affected party shall inform the other party of the occurrence of such circumstances pursuant to this subparagraph without delay. The above mentioned shall apply as appropriate also in case of the circumstances pursuant to Section 2913 of the Civil Code.

XI. CONFIDENTIALITY OBLIGATION

1. The parties declare and undertake that (a) all pricing, economic, legal, production, and technical information in tangible or intangible form related to the Contract and subject matter of performance, including specifications, records, processes, plans, drawings, bids, presentations, etc., as well as (b) other information and materials that they have entrusted, entrusted or otherwise provided and provided or branded or tagged as business secrets, or which, during performance of the contract, (c) which are of the nature of business secrets or which may be of a similar nature to business secrets; and (d) any other confidential information (eg. on know-how) that is known to them in connection with the Contract; whose disclosure to a third party could cause any injury to the other party, regardless of the form and manner of communication or capture (hereinafter referred to as the "**confidential information**") will be kept secret, will not use it for its financial or other benefit or for the benefit of a third party, disclose it to third parties without the prior written consent of the other party, do not use this information and materials to others purposes other than the fulfillment of the Contract and shall ensure their confidentiality (hereinafter referred to as the "**Confidentiality Obligation**").
 2. The Confidentiality Obligation also applies to third persons to whom the information provided by one of the parties with the consent of the other in connection with performance of the Contract. Such a party is responsible for ensuring that such persons will be legally bound to this Confidentiality Obligation at least to the same extent as the latter.
 3. Providing confidential information sides DEKRA Company does not entitle the Customer to any license, trademark, patent, right to use or disseminate the copyright work, or any other intellectual property right.
 4. 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) their recipient is known to be known before being made available or which (c) the party is obliged to disclose or make available to an authorised person pursuant to the applicable legal regulations or which (d) is disclosed by the party to employees, members of bodies, professional advisers, interconnected persons in holding or group organisation (and their employees and members of bodies or professional advisers) or (e) contract partners involved in performance of the Contract or assessment or other evaluation of the Contract shall not be considered a breach of the obligation stipulated in this article. Persons ad. (d) and (e), however, shall be bound by Confidentiality Obligation to the same extent as the confidential information provided by the party.
 5. For the avoidance of doubt, the parties agree and declare that DEKRA Company has the right to process confidential information and use it for own internal needs without such procedure being considered a breach of the Confidentiality Obligation. DEKRA Company has the right to make copies of the received or processed documents and retain them.
 6. Upon termination of the Contract, the parties are obliged to return to each other all confidential information and their media, as well as copies thereof, if they do not need to perform or subordinate legal obligations or to prove their own rights and entitlements.
 7. The Confidentiality Obligation shall continue after termination of the Contract for the entire duration of the confidential information, but not less than five (5) years after the termination of the Contract.
 8. DEKRA Company is entitled to withdraw from the Contract ex nunc as well as to reject partial performance if it finds that the Customer, its employees or employees, or its or their controlling or controlling party, through its representative, breached its / their Confidentiality Obligations or committed unfair conduct or defamation or damage to the reputation of DEKRA Company. DEKRA Company's claim for damages is hereby not affected.
3. The Customer is required to provide any instruction or consent to the persons concerned before handing over personal data to DEKRA Company.
 4. The parties undertake to handle personal data in accordance with the relevant Czech legislation and to provide technical protection against their misuse by a third party.
 5. DEKRA Company may authorise another subject with the proceeding of the personal data from the Customer about that DEKRA Company has to inform the Customer (sufficient by email).
 6. Personal data may be retained after termination of the Contract for a period of 10 years for the purposes of fulfilling legal obligations and for the protection and defence of the rights and claims of the parties. Personal data will be processed in electronic form in an automated or non-automated manner or in a printed form in a non-automated manner.
 7. The Customer acknowledges that the personal data provided are accurate and that he has been advised that this is a voluntary provision of personal information. The Customer is obliged to inform DEKRA Company without delay about the change in personal data.

XIII. COMPLIANCE

1. The parties have agreed to abide by the Ethical and Compliance Principles in accordance with the DEKRA Ethic Code available on <https://dekra.cz/podminky/pdf/dekra-compliance-guideline-en.pdf> (hereinafter referred to as "**EC**"), which is an integral part of these GTC, and also expressly declare that during the term of the Contract they will not act in a corrupt manner and will ensure that the corrupt practices are not committed by any of their employees, external collaborators, members of the organs or their business associates. "Corruption" means offering, promising or passing on, as well as asking or accepting, any undue advantage, then in an effort to expedite the management of giving or receiving a reward, inappropriate gift, expression of hospitality, reimbursement of expenses, directly or indirectly, to a person or person the position of any employee or member of a statutory body of the private or public sector (including a person who decides or works for a company or organization in the private or public sector in any capacity) in order to obtain, retain or direct a trade or secure any other advantage upon conclusion, while cosing the Contract or during implementation of the Contract and partial performances.
2. By closing the Contract, the Customer declares to be acquainted with the EC and the anticorruption obligations (hereinafter referred o as the "**compliance principles**") as a business partner of DEKRA Company prior to the conclusion of the Contract, and undertakes to respect, promote and ensure their knowledge and compliance with all persons involved in the performance of the Contract.
3. The Customer is required to provide DEKRA Company with all the information and data regarding its compliance policy and strategy (also regarding personal data protection) at DEKRA Company's request and provide DEKRA Company with all requested assistance in compliance with DEKRA Company's compliance screens and audits with its mother company.
4. The parties undertake to inform each other of any breach of compliance which they have knowledge of and which relate to the performance of the Contract, or may cause harm to the other party.
5. DEKRA Company reserves the right to withdraw from the Contract with the effects to the future, as well as to reject any partial performance, if it finds that the Customer, its co-workers or employees or the Customer's or such persons' controlling or controlled entity has committed any activity during the execution of the Contract, whether directly or by means of its representative, against the compliance principles.

XIV. FINAL PROVISIONS

1. The actual BTC can be viewed on <https://www.dekra.cz/podminky>. **The provisions of BTC may be changed or amended by DEKRA Company at any time without a notice. DEKRA Company shall inform the Customer of such change of BTC personally or by email.** If the Customer states its disapproval of the new BTC within 14 days from the day it has been informed or could have been informed of the change, the existing BTC shall continue to apply for the contractual relationship. Any amendment to BTC shall not affect the rights and obligations arisen during the effectiveness of the previous version of BTC.
2. The application of the Customer's business terms is excluded. If the Customer's business terms and conditions exclude in a valid and effective manner the application of these BTC as a whole, no agreement shall arise between the parties on terms of performance

XII. PERSONAL DATA PROTECTION

1. The protection of the personal data of natural persons provided while the performance of the Contract between the parties is provided by the parties by Act No. 101/2000 Coll., On the Protection of Personal Data, as amended.
2. If, in the course of the performance of the Contract, DEKRA Company requires or receives from the Customer any personal or sensitive data, (hereinafter referred to as "**personal data**") DEKRA Company is obliged to process them for purposes and subject matter of the Contract and performance of the Contract. The parties are required to inform each other about the particular way of dealing with personal data and how they are processed.

- and the Contract shall not be concluded, unless it is a contract made as a written document signed by both parties on one page.
3. For the avoidance of any doubts emailed notices will be considered delivered on the day following the day of mailing the email, notices mailed by registered mail will be considered delivered on the tenth (10.) day from the date indicated on the receipt slip of the respective post office.
 4. Any changes to persons authorized to represent the parties or their telephone or e-mail connections shall be deemed to have changed from the date of delivery of the written letter notifying the change to the other party.
 5. The Customer is not entitled to assign or transfer its rights and obligations arisen out of the Contract, or the Contract itself to a third party without a previous written consent of DEKRA Company.
 6. In the event of nullity, ineffectiveness or appearance of individual provisions of a Contract or this BTC or, if the Contract contains gaps, this is without prejudice to the validity and effectiveness of the other provisions of the Contract or this BTC. The parties undertake to replace an invalid, ineffective or apparent provision by such a valid and effective provision as is best suited to the purpose and meaning of an invalid, ineffective or apparent provision.
 7. **The Customer acknowledges by closing the Contract that all the clauses contained herein and in BTC are understandable, they are not unfavorable for the Customer and neither the Contract nor BTC deviate from normal terms and conditions agreed in similar cases. The parties have agreed that the provisions related to contracts concluded in an adhesive manner (provisions of Section 1799 and Section 1800 of the Civil Code) shall not apply to their contractual relationship.**
 8. The contractual relationship and the rights and obligations of the parties arisen out of it, as well as the Contract itself and the present BTC shall be governed by the Czech law with the exclusion of the rules referring to foreign law and international law of commerce. In case of any dispute between the parties in relation to the Contract and the rights and obligations of the parties arisen out of the contractual relationship the dispute shall be referred to the general court at the place of the registered seat of DEKRA Company.

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