

GENERAL TERMS AND CONDITIONS OF AUTONIVEAU REMOTE DIAGNOSTICS

ARTIKEL 1 DEFINITIES

- AutoNiveau (hereinafter: AN): provider of the Hardware and the Tickets;
- Customer: potential Buyer of the Hardware and potential Buyer of a Ticket; a potential Buyer is commercially active in the automotive after-sales market;
- Buyer: Buyer of the Hardware and Buyer of a Ticket;
- Hardware: all hardware components supplied by AN;
- The AutoNiveau: the interface allowing a physical connection between the OBDII connection of the vehicle and an Android device;
- Ticket: service agreement regarding a service concluded after the Buyer requests the Service via the AutoNiveau app and after acceptance of this request by the AN Service Centre;
- Service: remotely performed electronic programming of the vehicle or its components, diagnosis or information download.
- AN Service Centre: staffed service centre that performs the Service via the AutoNiveau. The opening hours are stated on AutoNiveau.nl.
- Account: user data of Buyer (user name, password and PIN), which the Buyer uses for identification purposes when purchasing a Service.

ARTICLE 1 GENERAL INFORMATION

- 1.1 These General Terms and Conditions apply to every offer, quotation or agreement between AN and a Buyer.
- 1.2 If at any time one or more provisions of these General Terms and Conditions are fully or partially void or are declared null and void, the other provisions of these General Terms and Conditions shall remain in full force. In that case, AN and the Buyer shall enter into negotiations to agree on new provisions replacing the provisions that are void or have been declared null and void, taking into account the purpose and essence of the original provisions as much as possible.
- 1.3 If there is any confusion about the explanation of one or more provisions of these General Terms and Conditions, they must be explained in the spirit of these provisions. Similarly, if a situation occurs between parties for which there are no arrangements in these General Terms and Conditions, this situation shall be judged in the spirit of these General Terms and Conditions.
- 1.4 If AN does not always demand strict compliance with these General Terms and Conditions, this does not imply that the provisions therein do not apply, nor that AN would lose the right to any extent to demand strict compliance with the provisions of these General Terms and Conditions in other cases.

ARTICLE 2 QUOTATIONS AND OFFERS REGARDING PURCHASE OF HARDWARE

- 2.1 All quotations and offers from AN are provided without obligation. A quotation or offer expires if the Hardware to which the quotation or offer relates is no longer available at that time.

- 2.2 AN cannot be obliged to fulfill its quotations or offers if it is reasonably possible for the Buyer to understand that the quotations or offers, or part thereof, contain an apparent mistake or error in writing.
- 2.3 The prices stated in a quotation or offer exclude VAT and other government levies, and any costs to be incurred within the context of the agreement, including shipping costs and administrative fees, unless stated otherwise.
- 2.4 If the acceptance (on minor points or otherwise) deviates from the contents of the quotation or the offer, AN shall not be obliged to fulfill it. In that case, the agreement shall not be concluded in accordance with this differing acceptance, unless stated otherwise by AN.

ARTICLE 3 CONCLUSION AND PERFORMANCE OF THE AGREEMENT REGARDING PURCHASE OF HARDWARE

- 3.1 The Customer registers as a potential Buyer via AutoNiveau.nl by correctly entering all the requested details and indicates which AutoNiveau version the Buyer wishes to purchase. Registration as a potential Buyer does not grant the right to a Hardware purchase agreement. The Buyer receives a confirmation e-mail of the registration. This does not constitute the conclusion of the Hardware purchase agreement.
- 3.2 After acceptance of the Customer details by AN, the Buyer receives a direct debit authorization form (SEPA) for payment of the amount payable regarding the purchase agreement and any future amounts payable regarding service agreements.
- 3.3 The Buyer signs the direct debit authorization form (SEPA) and the enclosed General Terms and Conditions and returns them, together with the missing details, to AN. After receipt by AN, the purchase agreement regarding the Hardware will be concluded.
- 3.4 After conclusion of the purchase agreement regarding the Hardware, the Hardware is supplied to the Buyer. Delivery shall be ex works of AN, unless agreed otherwise. The Buyer is required to accept the goods at the time when they are made available. If the Buyer refuses to accept the goods or fails to provide information or instructions required for the delivery, AN shall be entitled to act at its own discretion at the expense and risk of the Buyer.
- 3.5 Delivery times can only be provided as approximations and are not binding. If the period is exceeded, this does not grant the Buyer the right to cancel the agreement or to claim any compensation.

ARTICLE 4 CONCLUSION AND PERFORMANCE OF THE SERVICE AGREEMENT (TICKET)

- 4.1 In the app, the overview of possible Services is presented per vehicle/make/model.
- 4.2 Once the physical connection between the vehicle and the Android device with the AutoNiveau has been made by the Buyer, the app is opened automatically. The Buyer activates the app with their personal PIN. The Buyer ensures that the account details and PIN are kept secret.
- 4.3 The Buyer selects the required Service via the app and accepts it (possibly after adding a

- voucher code, which grants the Buyer a discount for the Service). The price is indicated per Service. After accepting the selected Service, the service agreement, the Ticket, is concluded.
- 4.4 The AN Service Centre will then perform the selected service. The progress is visible on the Android device.
 - 4.5 The Buyer has the option to chat with the AN Service Centre employee during the performance.
 - 4.6 After correctly completing the Service, the Buyer receives a message on the Android device. The Service shall not be charged to the Buyer until it has been correctly handled. An unfinished Service, the cause of which lies with AN (to be assessed by AN), shall not be charged to the Buyer.
 - 4.7 During the performance of the Service, the Buyer shall provide a stable internet connection and perform the activities requested by the AN Service Centre (turn ignition on-off, etc.). If the Buyer fails to comply with this, the Service shall be charged to the Buyer.
 - 4.8 AN reserves the right to publish successfully completed Services anonymously on its website.

ARTICLE 5 PAYMENT AND COLLECTION

- 5.1 After registering the AutoNiveau, the Buyer receives an invoice for the Hardware. After completing the Service, the Buyer receives an invoice for the Ticket purchased.
- 5.2 The amount payable is withdrawn from the Buyer's bank account by AN via direct debit within 30 days. AN is entitled to invoice periodically. The Buyer ensures that its bank balance is sufficient.
- 5.3 If the Buyer fails to pay the invoice on time, the Buyer shall be in default by operation of law. In that case, an interest rate of 1% per month shall be payable by the Buyer, unless the statutory interest rate is higher, in which case the statutory interest shall be payable. The interest on the amount due and payable shall be calculated from the time when the Buyer defaults until the time when the full amount payable is settled.
- 5.4 AN has the right to apply the payments made by the Buyer, first of all, to reduce the costs, then to reduce the interest payable and finally to reduce the principal sum and the accrued interest.
- 5.5 AN can refuse a payment offer without defaulting as a result, if the Buyer assigns a different order for allocation of the payment. AN can refuse full settlement of the principal sum, if the payable and accrued interest and collection costs are not settled at the same time.
- 5.6 The Buyer is never entitled to offset the amounts it owes AN.
- 5.7 Any objections to the invoice amount do not suspend the payment obligation. A Buyer not entitled to an appeal pursuant to section 6.5.3 (Articles 231 to 247 of Book 6 of the Dutch Civil Code) is also not entitled to suspend the payment of an invoice for any other reason
- 5.8 If the Buyer fails to perform or defaults on the (timely) performance of its obligations, all reasonable costs incurred to obtain an out-of-court settlement shall be borne by the Buyer. The extrajudicial costs are calculated based on

common practice within Dutch collection services. If, however, AN has incurred higher costs for collection that were reasonably required, the costs actually incurred shall be eligible for compensation. Any legal and execution costs incurred shall also be recovered from the Buyer. The Buyer will also have to pay interest on top of the payable collection costs.

ARTICLE 6 WARRANTY AND LIABILITY

- 6.1 The Hardware supplied by AN shall meet the usual requirements and standards that can be reasonably applied to it at the time of delivery and for which it is intended during normal use in the European Union.
- 6.2 AN guarantees that the Hardware supplied by it is free from design, material and manufacturing errors for a period of 12 months after delivery.
- 6.3 The warranty for delivered Hardware does not extend beyond repairing the delivered Hardware or supplying new parts free of charge (direct damage). All of this is at AN's discretion.
- 6.4 No consequential or indirect loss can be recovered from AN. Any liability of AN shall never extend to consequential or indirect loss. Direct damage to electronically programmable components of the vehicle for which the Service was requested shall be compensated up to a maximum of 1,000 euros if it can be demonstrated that the damage is a direct result of the Service provided by AN, all of this at AN's discretion.
- 6.5 AN is not liable for any loss of any nature whatsoever caused by AN using incorrect and/or incomplete data supplied by or on behalf of the Buyer and/or pre-existing defects of the vehicle in question.
- 6.6 If the warranty stated in paragraph 2 applies and the item has a defect, AN shall repair and/or replace the item within 30 days of the Buyer reporting the defect in writing.
- 6.7 Hardware sent to AN for a warranty assessment must be shipped to AN carriage paid and at one's own risk. These products must be returned in consultation with AN and using an adequate packaging method..
- 6.8 The warranty shall lapse if the Buyer has caused the damage due to incorrect treatment of the Hardware under warranty.
- 6.9 The Buyer must demonstrate that the item has a defect covered by this warranty within the warranty term.
- 6.10 Any warranty claim shall lapse if a third party carries out or has carried out repairs or work on the supplied goods without written permission from AN.
- 6.11 After the warranty term has expired, all costs for repair or replacement, including administrative and shipping fees, shall be charged to the Buyer.

ARTICLE 7 SECURITY MEASURES

- 7.1 For requested Tickets regarding the programming of motor control equipment, electronic immobilizers, keys, locking devices and other vehicle-unique electronic components, the identity document and the registration document of the vehicle owner/keeper must be verified by the Buyer prior to the Service being performed. The Buyer is required to make copies of the identity

document and registration document and archive them by date.

7.2 If it is not possible to make a copy of the identity document, the number of the identity document must be added to the customer details and recorded. The Buyer checks the chassis number present on the vehicle to see if it matches the chassis number stated on the registration document.

7.3 The Buyer shall ensure that the electronic components to be programmed were legally obtained, by archiving a copy of the proof of purchase by date, stating the chassis number in question.

7.4 The completed documentation, as stated in paragraphs 1, 2 and 3 must be available to AN at all times. AN shall request the documentation as part of random checks.

7.5 If the documentation turns out to be incorrect and/or in case of suspected misuse, AN reserves the right to block the Buyer from specific Tickets.

ARTICLE 8 DEFECTS AND TIME LIMITS FOR LODGING COMPLAINTS

8.1 The Buyer must inspect the purchased Hardware upon delivery – or as soon as possible thereafter. During this, the Buyer must ascertain whether the delivered goods fulfill the agreement, namely: whether the correct goods were delivered and whether the delivered goods match the contents of the agreement

8.2 If any visible defects or shortcomings are found, the Buyer must report these to AN in writing within 8 days. If reported later, the Buyer shall no longer be entitled to compensation. The Buyer must report any non-visible defects to AN in writing within 8 days of their discovery and delivery. If the Buyer lodges a claim on time, its obligation to pay for and purchase any orders placed will also remain. Goods can only be returned to AN with prior written permission..

8.3 When returning items, their title will be returned to AN in all circumstances..

ARTICLE 9 FORCE MAJEURE

9.1 AN is not required to meet any obligations towards the Buyer if it cannot fulfill them as a result of a circumstance that cannot be attributed to it, and for which it is not accountable by law, a legal act or generally accepted standards.

9.2 In these General Terms and Conditions, force majeure is considered to mean any circumstance included in the law and case law, but also any external cause, either foreseen or unforeseen, which AN cannot influence, but which results in AN being unable to fulfill its obligations.

9.3 During the period of force majeure, AN can suspend its obligations under the agreement. If this period lasts more than two months, either of the parties shall be entitled to terminate the agreement without being obliged to provide compensation to the other party.

ARTICLE 10 SUSPENSION, TERMINATION AND INTERIM TERMINATION OF THE AGREEMENT

10.1 1. AN is entitled to suspend the fulfillment of its obligations or to terminate the agreement if:

- a) the Buyer fails to fulfill its obligations under the agreement at all, in full or on time;
- b) the Buyer fails to fulfill demandable obligations under related agreements;
- c) after concluding the agreement, circumstances discovered by AN provide good grounds to doubt that the Buyer will not fulfill its obligations;
- d) upon concluding the agreement, the Buyer was asked to provide security for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient;
- e) if delays on the part of the Buyer make it impossible to demand that AN perform the agreement under the originally agreed conditions, AN is entitled to terminate the agreement.

10.2 Furthermore, AN is entitled to terminate the agreement if circumstances occur, the nature of which are such that performance of the agreement is impossible, or if any other circumstances occur, the nature of which are such that unchanged maintenance of the agreement cannot reasonably be demanded from AN.

10.3 If the agreement is terminated, AN's claims against the Buyer shall be immediately due and payable. If AN suspends the fulfillment of the obligations, it shall retain its rights pursuant to the law and agreement.

10.4 If AN proceeds to suspend or terminate the agreement, it shall not be required to provide compensation in any shape or form for the loss and costs arising from this in any way.

10.5 If the termination can be attributed to the Buyer, AN shall be entitled to compensation of the loss, including the direct and indirect costs incurred as a result.

10.6 If the Buyer fails to fulfill its obligations arising from the agreement and this failure justifies termination, AN shall be entitled to terminate the agreement forthwith and with immediate effect, without any obligation on its part to provide any compensation or indemnification, whilst the Buyer will be obliged to provide compensation or indemnification due to breach of contract

10.7 If the agreement is terminated early by AN, AN shall enter into negotiations in consultation with the Buyer about the work still to be performed regarding the agreement in question, including a possible transfer to a third party. This is unless the termination can be attributed to the Buyer. If a possible transfer of the work to a third party leads to additional costs for AN, these shall be charged to the Buyer. The Buyer is required to pay these costs within the term stated for them, unless AN indicates otherwise.

10.8 In the case of winding-up, a moratorium (application) or liquidation, attachment - if and in so far as the attachment is not lifted within three months - at the Buyer's expense, debt rescheduling or any other circumstance as a result of which the Buyer can no longer freely dispose of its assets, AN shall be free to terminate the agreement forthwith and with immediate effect or to cancel the order or agreement, without any obligation on its part to

provide any compensation or indemnification. In that case, AN's claims against the Buyer shall be immediately due and payable

ARTICLE 11 RETENTION OF TITLE AND REVERSE ENGINEERING

- 11.1 AN retains the title of the delivered Hardware, until the purchase price of these goods has been fully settled by the Buyer.
- 11.2 Apart from mandatory statutory exceptions, Reverse Engineering of the AutoNiveau and the software present thereon is not permitted without the prior written permission of AN.

ARTICLE 12 PRICE INCREASES AND SPECIFICATION CHANGES

- 12.1 AN is entitled to change the prices and specifications of the Hardware presented on AutoNiveau.nl and of the app at any time it chooses to do so. Price increases and specification changes are valid and apply from the time when they are visible as such on AutoNiveau.nl and on the app.

ARTICLE 13 APPLICABLE LAW

- 13.1 Every agreement between AN and the Buyer is governed by Dutch law.

